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Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American NCS - South Temple

RECORD AND RETURN TO:

Steven C. Koppel
Jones Day
222 East 41st Street
New York, New York 10017-6702

**MEMORANDUM OF COLLATERAL ASSIGNMENT OF DEED OF TRUST
AND OTHER DOCUMENTS**

LANDMARK TOOELE ASSOCIATES, L.C., Tooele County, Utah

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT OF DEED OF TRUST AND OTHER DOCUMENTS (this "Memorandum"), dated as of November 17, 2011, from THE COMMUNITY DEVELOPMENT TRUST, LP, a Delaware limited partnership, having an address at 1350 Broadway, New York, New York 10018 ("Assignor"), to GOLDMAN SACHS BANK USA, a New York State-chartered bank (including its successors and assigns, as ("Assignee" or "Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement of even date herewith (as at any time amended, modified or supplemented, the "Loan Agreement") by and between Assignor and Lender, Lender has agreed to make a loan (the "Loan") to Assignor secured by, among other things, that real property described in Exhibit A;

WHEREAS, the Loan is secured by, among other things, that certain Collateral Assignment of Mortgage Loans of even date herewith (as at any time amended, modified or supplemented, the "Collateral Assignment") between Assignor and Lender; and

WHEREAS, as further described in the Collateral Assignment, Assignor collaterally assigned and transferred unto Lender, and granted to Lender a security interest in, all of Assignor's right, title and interest in and to (i) that certain Deed of Trust referenced on Exhibit B hereto (the "Deed of Trust"), (ii) that certain Assignment of Leases, Rents and Contracts also described on Exhibit B, (iii) any assignments, security agreements, financing statements and other documents and instruments relating to or securing the loan referenced in the Deed of Trust and recorded in the public records of the jurisdiction in which the Deed of Trust was recorded or any other public records, and (iv) all amendments, modifications, renewals, additions and changes to such documents (collectively, the "Recorded Documents").

NOW THEREFORE, this Memorandum is intended to make a matter of public record the execution of the Collateral Assignment, whereby Assignor collaterally assigned and transferred unto Lender, and granted to Lender a security interest in, all of Assignor's right, title and interest in and to the Collateral described in such Collateral Assignment (including, without limitation, the Recorded Documents and all obligations secured thereby). This Memorandum is not intended to set forth all the terms and conditions thereof, for which reference is made to the Collateral Assignment.

FIRST AMERICAN TITLE
013- 4105900

Nothing in this Memorandum shall constitute an assumption of any obligation by Lender under the Recorded Documents. Assignor shall continue to be responsible for all obligations thereunder, and hereby agrees to perform all such obligations, to comply with the terms and conditions of the Recorded Documents, and to use reasonable efforts to secure performance by all other parties thereto.

Lender's mailing address, and the address to which notices required to be given to Lender under any Recorded Document are to be sent and the address from which information concerning its security interest may be obtained is:

c/o Goldman Sachs Bank USA
200 West Street
New York, New York 10282
Attention: Rachel Diller

and

c/o Goldman Sachs Bank USA
200 West Street
New York, New York 10282
Attention: Andrea Gift

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Steven C. Koppel, Esq.

If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Memorandum and the terms, covenants, conditions and provisions set forth in the Collateral Assignment, then, unless this Memorandum expressly provides otherwise, the terms, covenants, conditions and provisions of the Collateral Assignment shall prevail.

With respect to both existing and future Recorded Documents, Assignor hereby agrees to execute and deliver such additional assignments and other documents as Lender may reasonably request in order to implement the purpose and intent of this Memorandum and the Collateral Assignment.

This Memorandum shall be governed by, and construed in accordance with, the laws of the State in which the Mortgaged Property is located without regard to principles of conflicts of laws, except that the laws of the State of New York (without regard to principles of conflicts of laws) shall govern the resolution of issues arising under the Loan Agreement or the Collateral Assignment to the extent that such resolution is necessary to the interpretation of the Collateral Assignment or this Memorandum. Whenever possible, each provision of this Memorandum shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Memorandum shall be unenforceable or prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating remaining provisions of the Collateral Assignment

or this Memorandum. While any Event of Default exists, Lender shall have the right to exercise any remedies available to it under the Uniform Commercial Code of New York in connection with the Collateral Assignment, except when Lender is realizing upon the Recorded Documents, in which case the Lender shall have the right to exercise all of the remedies available to it under the Uniform Commercial Code of the State in which the Mortgaged Property is located.


TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ASSIGNOR AND THE LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE ASSIGNOR AND THE LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY HERETO IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

{Signature Page Follows}

IN WITNESS WHEREOF, Assignor has executed this Memorandum as of the day and year first above written.

The Community Development Trust, LP,
a Delaware limited partnership


By: The Community development Trust, Inc.,
a Maryland corporation
Its: General Partner

By: 
Name: Brian Gallagher
Its: Senior Vice President - Debt

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 14th day of November, 2011,
by Brian Gallagher, Senior Vice President - Debt, of The Community Development Trust, Inc.


Notary Public

Jill G. Quraishi
Notary Public, State Of New York
No. 01QU4809381
Qualified In Queens County
Commission Expires July 31, 2014

EXHIBIT A
(Legal Description)

EXHIBIT "A"

(Legal Description of the Property)

Property located in Tooele County, Utah, more particularly described as follows:

Beginning at a point that is South $88^{\circ}39'00''$ East 205.806 feet on the South right of way line of 2nd North Street (NKA 400 North Street) from the Northwest Corner Lot 4, Block 4, Plat "B" Tooele City Survey; thence South $88^{\circ}39'00''$ East 301.486 feet along said South right of way line to a fence line; thence South $01^{\circ}27'00''$ West 722.773 feet along said fence to a second fence corner; thence North $88^{\circ}31'00''$ West 301.486 feet; thence North $01^{\circ}27'00''$ East 722.071 feet to the point of beginning.

Less and excepting any portion of said land lying within Landmark Drive and Griffith Street, as dedicated by that certain document recorded October 14, 1980, as Entry No. 341299, in Book 187 at Page 121 of official records.

Tax Parcel No. 02-086-0-0054

EXHIBIT B

(Recorded Documents)

1. Deed of Trust granted by Landmark Tooele Associates, L.C. ("Obligor"), as trustor, in favor of Utah Community Reinvestment Corporation ("Original Lender"), as beneficiary, recorded January 8, 2004 as Instrument No. 216832 in the official records of Tooele County, Utah ("Official Records").

2. Assignment of Deed of Trust by Original Lender, as assignor, in favor of The Community Development Trust LP, a Delaware limited partnership ("CDT"), as assignee, recorded 11-17-11 as Instrument No. 362745 in the Official Records.

3. Assignment of Leases, Rents and Contracts granted by Obligor, as assignor, in favor of Original Lender, as assignee, recorded January 8, 2004 as Instrument No. 216833 in the Official Records

4. Assignment of Assignment of Leases, Rents and Contracts by Original Lender, as assignor, in favor of CDT as assignee, recorded 11-17-11 as Instrument No. 362746 in the Official Records.