

same may be amended, modified, supplemented or replaced from time to time, the "**Guaranty**"), and Guarantor, Borrower and Lender executed that certain Hazardous Materials Indemnity Agreement (as the same may be amended, modified, supplemented or replaced from time to time, the "**Indemnity**") dated November 24, 2014 for the benefit of Lender.

- D. Borrower has requested that Lender increase the Loan, extend the Maturity Date of the Loan and modify and/or amend certain other terms and provisions of the Loan Documents as of the Effective Date, and Lender has agreed to do so on the terms and conditions set forth in the Modification Agreement. In connection with the amendment and modifications to the Loan, Borrower and Lender are entering into that certain Amended and Restated Loan Agreement (the "**Amended Loan Agreement**") dated of even date with this Memorandum, which Amended Loan Agreement amends and restates the Original Loan Agreement in its entirety.
- E. The Note, Deed of Trust, Amended Loan Agreement, Cash Management Agreement, Guaranty, Indemnity, Modification Agreement, and the other documents described in the Loan Agreement as "Loan Documents", together with all modifications and amendments thereto, and any document required hereunder, are collectively referred to herein as the "**Loan Documents**".
- F. Borrower, Guarantor and Lender desire to execute, deliver and record this Memorandum for the purpose of putting all persons on notice of the terms of the Modification Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender, and Guarantor do hereby state, declare, establish and agree as follows:

1. The Loan, as increased to \$68,950,000.00, matures by its terms on November 24, 2017 (the "**Maturity Date**"). Pursuant to the terms of the Modification Agreement and the Amended Loan Agreement, the Maturity Date is hereby extended to December 30, 2018. The liens, security interests, assignments, and other rights evidenced by the Loan Documents are hereby renewed and extended to secure payment of the Note as extended hereby.

2. The Deed of Trust is hereby supplemented and modified to incorporate the following, which shall supersede and prevail over any conflicting provisions of the Security Agreement:

2.1 From and after the Effective Date, all references to the Maturity Date or November 24, 2014 in the Security Agreement shall hereby be replaced with December 30, 2018.

2.2 From and after the Effective Date, Section 2.1(a) of the Deed of Trust is hereby amended and restated in its entirety to read as follows:

"(a) Payment to Beneficiary of all sums at any time owing, with interest thereon, according to the terms of that certain (i) Promissory Note (as the same may be amended, modified, supplemented or replaced from time to time, the "**Note 1**") dated of even date herewith, in the principal amount of

FORTY-FIVE MILLION AND NO/100 (\$45,000,000.00) executed by Trustor, as borrower, and payable to the order of Beneficiary, as lender, and (ii) that certain Promissory Note dated December 30, 2015, executed by Borrower payable to the order of Lender, in the principal amount of \$23,950,000.00 (as the same may be amended, modified, supplemented or replaced from time to time, "**Note 2**", together with Note 1, collectively, the "**Note**")."

2.3 From and after the Effective Date, Section 2.1(c) of the Deed of Trust is hereby amended and restated in its entirety to read as follows:

"(c) Payment and performance of all covenants and obligations on the part of Trustor under that certain Amended and Restated Loan Agreement (as the same may be amended, modified, supplemented or replaced from time to time, the "**Loan Agreement**") dated as of December 30, 2015, by and between Trustor and Beneficiary, and under all of the other Loan Documents and Other Related Documents executed by Trustor; and".

3. The Modification Agreement is incorporated herein by this reference in its entirety for all purposes as though written out at length herein, and both the Modification Agreement and this Memorandum shall be deemed to constitute a single instrument or document. This Memorandum is not intended to amend, modify, supplement, or supersede any of the provisions of the Modification Agreement and, to the extent there may be any conflict or inconsistency between Modification Agreement or this Memorandum, the Modification Agreement shall control.

4. This Memorandum may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Borrower, Lender, and Guarantor have signed this Memorandum on the respective dates of acknowledgment below but effective as of the Effective Date.

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

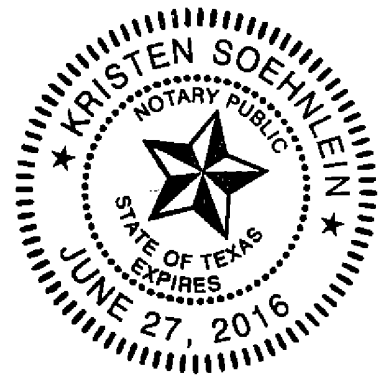
By: *Kevin Haley*
Name: Kevin Haley
Title: VP

STATE OF TEXAS §
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COUNTY OF DALLAS §

I, Kristen Soehnlein, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Haley, personally known to me to be the VP of Wells Fargo Bank, National Association, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as the VP of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of Dec., 2015.

Kristen Soehnlein
Notary Public - State of Texas



BORROWER:

TPP 217 TAYLORSVILLE, LLC,
a Delaware limited liability company

By: 
John A. Henry, IV, President

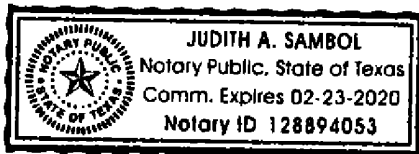
STATE OF TEXAS

COUNTY OF DALLAS

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I, JUDITH A SAMBOL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Henry, IV, personally known to me to be the President of TPP 217 Taylorsville, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as the President of said a limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of DECEMBER 2015.



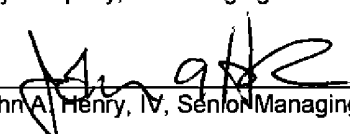

Notary Public - State of Texas

GUARANTOR:

TRIGATE PROPERTY PARTNERS II, L.P.,
a Delaware limited partnership

By: TriGate II GP, LLC, a Delaware limited liability
company, its general partner

By: TriGate Capital, LLC, a Delaware limited
liability company, its managing member

By: 
John A. Henry, IV, Senior Managing Member

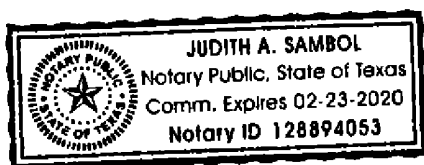
STATE OF TEXAS

COUNTY OF DALLAS

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I, JUDITH A. SAMBOL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Henry, IV, personally known to me to be the senior managing member of TriGate Capital, LLC, a Delaware limited liability company, as managing member of Trigate II GP, LLC, a Delaware limited liability company, as general partner of TriGate Property Partners II, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22ND day of DECEMBER 2015.





Notary Public - State of Texas

EXHIBIT A
Legal Description

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL A-1

MIDVALLEY SOUTH PHASE:

Beginning at a point on the west right of way line of Redwood Road, said point being North 00 degrees 02'55" West 247.50 feet along center of section line and South 89 degrees 56'25" West 53.00 feet from the center of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence North 00 degrees 02'55" West 995.739 feet along said west right of way line of Redwood Road; thence South 89 degrees 55'04" West 1123.00 feet along the south right of way line of 5600 South Street; thence South 00 degrees 02'55" East 474.57 feet along the east right of way line of 1900 West Street; thence South 89 degrees 56'25" West 45.00 feet; thence South 00 degrees 02'55" East 338.23 feet; thence South 89 degrees 56'25" West 477.25 feet, thence South 00 degrees 02'55" East 430.00 feet to the center of section line of said Section 15; thence South 89 degrees 56'25" West 40.82 feet along said centerline of section to the northerly right of way line of the I-215 freeway; thence South 67 degrees 15'40" East 138.90 feet along said I-215 right of way line; thence South 76 degrees 43'15" East 375.07 feet continuing along said I-215 right of way line; thence southeasterly 326.07 feet continuing along said I-215 right of way line and a 1045.92 foot radius curve to the left; thence North 84 degrees 06'21" East 873.31 feet continuing along said I-215 right of way line to said west right of way line of Redwood Road; thence North 00 degrees 02'55" West 316.62 feet to the point of beginning.

Contains: 1,824,303 sf or 41.88 ac, as described.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-176-010, 21-15-176-013, 21-15-176-014 (now part of 21-15-176-024), 21-15-176-016, 21-15-176-017, 21-15-176-020 (now part of 21-15-176-024), 21-15-176-021, 21-15-176-022, 21-15-176-023, 21-15-151-030, 21-15-151-031, 21-15-327-002 and 21-15-327-003

PARCEL A2

MIDVALLEY NORTH PHASE:

Beginning at a point on the South line of 5400 South Street, said point being South 89 degrees 53'41" West 660.00 feet and South 00 degrees 02'55" East 39.017 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN and running thence South 00 degrees 02'55" East 620.983 feet; thence North 89 degrees 53'41" East 406.50 feet; thence South 00 degrees 02'55" East 114.00 feet; thence North 89 degrees 53'41" East 200.50 feet to the west line of Redwood Road; thence South 00 degrees 02'55" East 553.239 feet along the west line of Redwood Road to the north line of 5600 South Street; thence South 89 degrees 55'04" West 1123.00 feet along the north line of 5600 South Street to the east line of 1900 West Street; thence along the east line of 1900 West Street the next 6 courses and distances: North 00 degrees 02'55" West 327.38 feet; thence northeasterly 163.04 feet along the arc of a 500.00 foot radius curve to the right (chord bears North 09 degrees 17'35" East 162.32 feet); thence northeasterly 184.19 feet along the arc of a 566.00 foot radius curve to the left (chord bears North 09 degrees 18'43" East 183.38 feet); thence North 00 degrees 00'39" West 480.36 feet; thence North 04 degrees 04'27" East 70.18 feet; thence North 00 degrees 00'39" West 55.95 feet to the South line of 5400 South Street; thence along the South line of 5400 South Street the next 3 courses and distances: northeasterly 253.94 feet along the arc of an 11,512.16 foot radius curve to the left (chord bears North 88 degrees 31'35" East 253.94 feet); thence North 87 degrees 53'41" East 173.03 feet; thence northeasterly 27.649 feet along the arc of an 11,406.16 foot radius curve to the right (chord bears North 87 degrees 57'51" East 27.648 feet), to the point of beginning.

Contains 998,062 Square Feet, 22.9124 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-126-048, 21-15-126-049, 21-15-126-050, 21-15-126-056, 21-15-126-057, 21-15-126-058, 21-15-126-059 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-060, 21-15-126-061 (now part of 21-15-126-071 and 21-15-126-072), 21-15-126-062 and 21-15-126-063

PARCEL A3:

MIDVALLEY NORTH PHASE (WEST PART):

Beginning at a point on the south right of way line of 5400 South Street and west right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.832 feet from the North quarter corner of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, and running thence along said west right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right (chord = South 9 degrees 18'43" West 161.997 feet), to a point of reverse curve; thence southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left (chord = South 9 degrees 17'38" West 183.744 feet); thence South 00 degrees 02'55" East 404.84 feet; thence South 89 degrees 56'22" West 82.94 feet; thence North 00 degrees 04'29" West 1351.11 feet, to and along the east line of Hew-Wood Estates No. 2 and No. 1 Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said south right of way line of 5400 South Street; thence North 89 degrees 53'41" East 64.10 feet, along said south right of way line; thence northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said south right of way line; thence South 45 degrees 13'56" East 18.43 feet, continuing along said south right of way line, more or less, to the point of beginning.

Contains: 155,890 sq. Ft. 3.5787 acres.

Note: For reference purposes only, the property is identified as the following Tax ID Numbers: 21-15-127-001, 21-15-127-002, 21-15-127-003 and 21-15-127-004

Parcel B:

Together with a non-exclusive easement as set forth in Reciprocal Declaration of Covenant, and the terms and conditions therein, by and between Harmon City, Inc., a Utah corporation and Hermes Associates, Ltd., a Utah limited partnership, recorded June 17, 1992, as Entry No. 5275382, in Book 6472, at Page 1013 of Official Records.

Parcel C:

Together with a non-exclusive easement for ingress, egress and parking over and upon parking and common areas as provided for in:

Declaration of Restrictions and Grant of Easements, recorded June 30, 1981, as Entry No. 3580638, in Book 5265, at Page 1688;

By Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded September 25, 1981, as Entry No. 3608494, in Book 5296 at Page 434;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded December 30, 1985, as Entry No. 4182363, in Book 5722 at Page 924;

Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 15, 1986, as Entry No. 4189540, in Book 5727 at Page 2985;

Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 12, 1987, as Entry No. 4243664, in Book 5765 at Page 2527; and

Third Amended Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded March 1, 1987, as Entry No. 4448700, in Book 5912 at Page 376; all of Official Records.

PARCEL D:

Together with those certain Non-Exclusive access easement(s) as provided in the following:

a) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba

Shops on Redwood, recorded August 18, 2004, as Entry No. 9149644, in Book 9027, at Page 1254, of Official Records.

b) ACCESS EASEMENT AGREEMENT, dated August 3, 2004, by and between DDR Family Centers LP, a Delaware limited partnership and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded August 18, 2004, as Entry No. 9149645, in Book 9027, at Page 1268, of Official Records.

c) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346731, in Book 9117, at Page 945, of Official Records.

d) AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT, dated February 23, 2005, by and between DDR Family Centers LP, a Delaware limited partnership; Hermes Associates, LTD., a Utah limited partnership; and Hardy Redwood Center, LLC, a Utah limited liability company, dba Shops on Redwood, recorded April 12, 2005, as Entry No. 9346732, in Book 9117, at Page 963, of Official Records.

PARCEL E:

Together with those certain Non-Exclusive easements for ingress, egress and parking upon the parking and common areas as provided in the following: a) Declaration of Restrictions and Grant of Easements, recorded February 14, 1985 as Entry No. 4050701 in Book 5629 at Page 2212, of Official Records.

b) Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded July 22, 1986, as Entry No. 4282574, in Book 5793 at Page 1801, of Official Records.

c) Addendum to Declaration of Restrictions and Grant of Easements, and the terms and conditions thereof, recorded January 17, 1992, as Entry No. 5184473, in Book 6399 at Page 677, of Official Records.

PARCEL F:

Together with that certain Non-Exclusive driveway easement as provided in the following: Easement Agreement dated September 17, 1981 and recorded December 30, 1981 in Entry No. 3635435, in Book 5327, Page 83 of the Official Records.