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 05/02/2008 10:21 AM \$21.00
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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 Nanci Snow Bockelie
 261 E BROADWAY STE 300
 SLC UT 84111
 BY: KCC, DEPUTY - WI 6 P.

After Recording, Return to:

Nanci Snow Bockelie
 261 East Broadway, Suite 300
 Salt Lake City, Utah 84111

(The Above Space for Recorder's Use Only)

MEMORANDUM OF PARKING AGREEMENT

THIS MEMORANDUM OF PARKING AGREEMENT ("Memorandum") is made as of **February __, 2008**, by and between **RIO GRANDE DEVELOPMENT, LLC**, a Utah limited liability company ("**Rio Grande**"), owner of certain improved real property located at 433 West 300 South Street, Salt Lake City, Utah, in Salt Lake County, and **RICHARD J. PATTERSON SPE LLC**, a Delaware limited liability company ("**RJP**"), **RICHARD A. PATTERSON SPE LLC**, a Delaware limited liability company ("**RAP**"), and **NORRIS AND TORI WHITMORE SPE LLC**, a Delaware limited liability company ("**NTW**"), owners of certain improved real property located at 331 South Rio Grande Street, Salt Lake City, Utah, in Salt Lake County as tenants in common ("**Patterson Group**").

Preliminary Statement

The real property that is the subject of this Memorandum is more particularly described on Exhibit A attached to this Memorandum.

The Patterson Group, its predecessor in interest, Gateway 2001, LLC, and Rio Grande have entered into an agreement relating to parking on their respective properties (the "**Parking Agreement**"), dated the 25th of February, 2008. In connection with the Parking Agreement, Patterson Group and Rio Grande have executed this Memorandum to confirm and provide notice to any interested party of the agreements reached between them relating to the use of the parking areas and structures belonging to Patterson Group and Rio Grande, in accordance with the terms and provisions of the Parking Agreement.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, in this Memorandum shall have the meanings ascribed to them in the Parking Agreement.
2. The terms and conditions of the Parking Agreement are incorporated in this Memorandum as though set forth in full. Rio Grande has agreed to allow Patterson Group, its successors and assigns, the use of six (6) parking spaces in the garage constructed on Rio Grande's premises ("**Parking Spaces**"). Patterson Group (or its

tenants) will pay retail price for three (3) of such Parking Spaces, and Rio Grande will provide three (3) of such Parking Spaces at no charge to Patterson Group or its tenants.

3. The rights to use the Parking Spaces shall be appurtenant and run with the land, and shall be assumed and transferred to Rio Grande's and Patterson Group's successors and assigns.

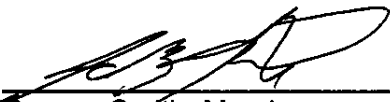
4. This Memorandum of Parking Agreement is executed for the purpose of recordation, to give notice of the above terms, provisions and conditions of the Parking Agreement. In addition to the terms set forth in this Memorandum, the Parking Agreement contains other terms, covenants and conditions, and this Memorandum is not intended, and shall not be construed, to define, limit or modify the Parking Agreement.

5. The Parking Agreement and the exhibits attached to it are hereby incorporated by reference in this Memorandum. In the event of any conflict between the provisions of this instrument and the Parking Agreement, the provisions of the Parking Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Parking Agreement as of the day and year first above written.

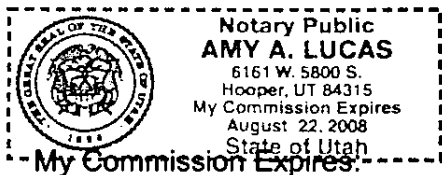
RIO GRANDE:

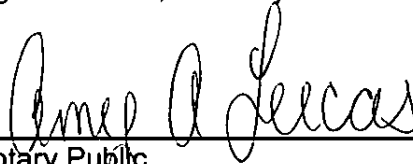
RIO GRANDE DEVELOPMENT, LLC, A Utah limited liability company

By: 
George Smith, Member

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On this 18th day of March, 2008, before me personally appeared before me George Smith, a Member of Rio Grande Development, LLC, the signer of the above instrument, who is personally known to me, or sufficiently proven to me, to be the person whose name is subscribed to the foregoing instrument, and duly acknowledged to me that he executed the same.





Notary Public

Aug. 22, 2008

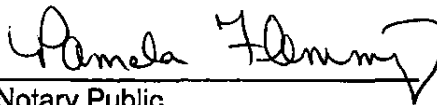
PATTERSON GROUP:

**RICHARD J. PATTERSON SPE LLC, a
Delaware limited liability company**

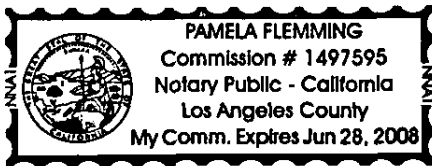
By: 
Print name and title: Richard J. Patterson, Member/Officer

STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On this 18 day of MARCH, 2008, before me personally appeared before me Pamela Flemming, a Member of RICHARD J. PATTERSON SPE LLC, a Delaware limited liability company, as the signer of the above instrument, who is personally known to me, or sufficiently proven to me, to be the person whose name is subscribed to the foregoing instrument, and duly acknowledged to me that he executed the same.


Notary Public

My Commission Expires:



**RICHARD A. PATTERSON SPE LLC, a
Delaware limited liability company**

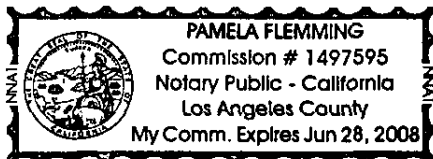
By: *[Signature]*
Print name and title: Richard J. Patterson, Authorized Officer

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss:

On this 18 day of MARCH, 2008, before me personally appeared before me Pamela Flemming, a Member of RICHARD A. PATTERSON SPE LLC, a Delaware limited liability company, as the signer of the above instrument, who is personally known to me, or sufficiently proven to me, to be the person whose name is subscribed to the foregoing instrument, and duly acknowledged to me that he executed the same.

Pamela Flemming
Notary Public

My Commission Expires:



**NORRIS AND TORI WHITMORE SPE LLC, a
Delaware limited liability company**

By: *Richard J. Patterson*
Print name and title: Richard J. Patterson, Authorized Officer

STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On this 18 day of MARCH, 2008, before me personally appeared before me Pamela Flemming, a Member of NORRIS AND TORI WHITMORE SPE LLC, a Delaware limited liability company, as the signer of the above instrument, who is personally known to me, or sufficiently proven to me, to be the person whose name is subscribed to the foregoing instrument, and duly acknowledged to me that he executed the same.

Pamela Flemming
Notary Public

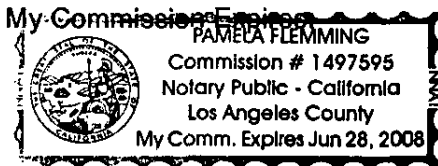


Exhibit A

Legal Description of Property owned by the Patterson Group, at 331 South Rio Grande Street, Salt Lake City, Utah

Parcel No. 15011800003

BEG S 0°06'11" E 147.804 FT FR NW COR LOT 6, BLK 47, PLAT A, SLC SUR; N 89°35'38" E 330.004 FT; S 0°06'11" E 19.536 FT; W 330 FT; N 0°06'11" W 17.2 FT TO BEG.

Legal description of Property owned by Rio Grande Development, LLC at 433 West 300 South, Salt Lake City, Utah

Parcel No. 15011800002

BEG NW COR LOT 6, BLK 47, PLAT A, SLC SUR; S 0°06'11" E 147.8 FT; N 89°35'38" E 330.004 FT; N 145.464 FT; W 330 FT TO BEG.