KENEDIX
Retail REIT Corporation

November 1, 2018

To All Concerned Parties

REIT Issuer:
Kenedix Retail REIT Corporation
Representative: Akihiro Asano, Executive Director
(Securities Code: 3453)

Asset Manager:
Kenedix Real Estate Fund Management, Inc.
Representative: Masahiko Tajima, President & CEO
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Notice of Partial Change in Memorandum with Kenedix, Inc. Concerning Provision of Real Estate Information

Kenedix Retail REIT Investment Corporation ("KRR") has signed a memorandum of understanding to partially change the memorandum of understanding concerning the provision of real estate information, executed on November 17, 2014 among KRR, Kenedix Real Estate Fund Management, Inc., a company to which the asset management is entrusted (the "Asset Manager"), and Kenedix, Inc. ("KDX") (as may be amended, the "Support-Line Memorandum of Understanding") in order to add Kenedix Investment Partners, Inc. ("KIP") to the party of the Support-Line Memorandum of Understanding (the "Change"). The details are as follows.

1. Reason of the Change

As notified in "Notice of Transfer of Asset Management Business Concerning the Private Placement Fund Entrusted to the Asset Manager as well as Entity Conversion of the Asset Manager" dated September 27, 2018, the Asset Manager transferred the asset management business concerning the private placement entrusted to the Asset Manager to KIP on November 1, 2018. Furthermore, KIP also succeeded to KDX's private placement fund business on November 1, 2018 as a result of a corporate split.

As a result of these transfer and succession (the "Transfer, etc."), the real estate private placement fund business of the Kenedix Group previously managed by the Asset Manager and KDX will be concentrated in KIP; accordingly, the information and services obtained from the real estate private placement fund business is also provided by KIP.

Consequently, in order to receive the same sponsor support as the current one after the implementation of the Transfer, etc. from the Kenedix Group, KRR has agreed on (i) addition of KIP to the party or the Support-Line Memorandum of Understanding and (ii) provision by KIP of part of the sponsor support previously provided by KDX, and has partially changed the Support-Line Memorandum of Understanding.

2. Content of the Changed Support-Line Memorandum of Understanding

(1) Addition of Party

KIP was added to the party of the Support-Line Memorandum of Understanding.

(2) Change in Content of Support

The content of the changed support agreement is as follows (the changes are indicated with underlines). However,

the objective of the Change is provision by KIP of part of the sponsor support previously provided by KDX; therefore, there is no substantial change in the scope of the sponsor support.

Content of Support	i. Support from KDX concerning the supply of real estate (i) Provision of information received by KDX about the sale of real estate, etc. When KDX obtains on its own information about the sale of real estate, etc. that is owned or managed by an entity other than an entity in the Support-Line Memorandum of Understanding (hereinafter "information about the sale of real estate, etc.",) and when KDX reaches the reasonable decision that the real estate, etc. complies with the investment standards of KRR, the information about the sale of real estate, etc. will be provided to the Asset Manager no later than this information is provided to entities other than the Asset Manager (including but not limited to KIP. Hereinafter the same.). However, this requirement does not apply in cases where the provision of information to the Asset Manager is prohibited by a contract or agreement signed by KDX or by laws and regulations, etc. (ii) Sales of real estate, etc. owned by KDX For the consideration of sales of real estate, etc. (except real estate, etc. owned based on a warehousing request from KRR as defined in iii. below) that is owned or to be acquired by KDX, a company wholly owned by KDX, a fund in which KDX is the sole investor (including but not limited to silent partnerships) or a fund in which a company wholly owned by KDX is the sole investor (including but not limited to silent partnerships), and when KDX reaches the reasonable decision that the real estate, etc. complies with the investment standards of KRR, the information about the sale of real estate, etc. will be provided to the Asset Manager no later than this information is provided to entities other than the Asset Manager. However, this requirement does not apply in cases where the sale to KRR is prohibited by a contract or agreement signed by KDX or by laws and regulations, etc. (iii) Sales of real estate, etc. from KIP private funds When KIP sells real estate, etc. owned by a real estate investment fund for which KIP performs asset management services (except warehousing funds as defined in ii. below), and when KIP reaches the reasonable decision that the real estate, etc. complies with the investment standards of KRR, this information about the sale of real estate, etc. will be provided to the Asset Manager no later than the information is provided to entities other than the Asset Manager. However, this requirement does not apply in cases where the provision of information to KFM is prohibited by a contract or agreement signed by KIP or such real estate investment fund or by laws and regulations, etc. ii. Sales of real estate, etc. by warehousing funds For real estate, etc. that is owned or managed by KDX, KIP or another third party, the Asset Manager can ask KIP to establish a real estate fund for the purpose of securing an opportunity for KRR to acquire this property in the future. If KIP receives this request from the Asset Manager, it must sincerely consider taking the requested action. If KIP accepts the request from the Asset Manager, it will establish a real estate fund for which KIP performs asset management services (hereinafter "warehousing fund") and this warehousing fund will acquire the real estate, etc. associated with the request. If KIP sells the real estate, etc. held by the warehousing fund (hereinafter "warehousing fund real estate"), the following sales procedures will be followed. (i) KIP will first give the Asset Manager the opportunity to request that the warehousing fund real estate be sold to KRR. (ii) After giving the Asset Manager the opportunity described in item (i) above, KIP will hold sincere discussion with the Asset Manager concerning the terms for selling the warehousing fund real estate. (iii) If the discussions in item (ii) do not lead to an agreement for the sale of the warehousing fund real estate or if there are any designated events (hereinafter "third-party sales events"), KIP can offer the warehousing fund real estate to a third party notifying the Asset Manager of the intent to sell this real estate to a buyer other than the Asset Manager. Details concerning the sales procedures and the third-party sales events will be prescribed for each of the established warehousing fund and separately agreed upon between each party involved in the Support-Line Memorandum of Understanding and the warehousing fund. iii. Warehousing by KDX For real estate, etc. owned or managed by KDX, KIP or another third party, the Asset Manager can ask KDX to acquire and temporarily hold this real estate, etc. for the purpose of securing an opportunity for KRR to acquire this real estate, etc. in the future. If KDX receives this request from the Asset Manager, it must sincerely consider taking the requested action. If KDX accepts the request from the Asset Manager, KDX or a company wholly owned by KDX will acquire the real estate, etc. associated with the request.

	If KDX acquires the real estate, etc. in accordance with the request from the Asset Manager, it may not offer to sell or otherwise dispose of this real estate, etc. to an entity other than the Asset Manager for one year after the acquisition date. Furthermore, if the Asset Manager asks during this one-year period for the sale of the real estate, etc. to KRR, KDX must perform this sale. iv. Discussion on execution of property management agreement If KDX is asked by the Asset Manager to provide property management service with regard to the real estate, etc. which KRR owns or considers acquiring, it must sincerely consider taking the requested action. KDX which receives such request provides KRR and the Asset Manager with the property management service and other necessary support through its group companies pursuant to a service agreement concerning property management separately executed after discussion and agreement with the Asset Manager. v. Provision of leasing service If KDX is asked to by the Asset Manager to provide leasing service with regard to the real estate owned by KRR, it must sincerely consider taking the requested action. KDX which receives such request provides KRR and the Asset Manager with the leasing service and other necessary support pursuant to an intermediary agreement and other agreements to entrust the leasing service separately executed after discussion and agreement with the Asset Manager. vi. Provision of technology and know-how to care environment Upon a request from the Asset Manager, KDX shall cooperate to the practicable extent on providing the technology and know-how to care environment with regard to the real estate, etc. owned by KRR after discussion with the Asset Manager. vii. Provision of support for human resource and know-how necessary for operation of KRR Upon a request from KRR and the Asset Manager, KDX shall consider providing cooperation on securing necessary human resource including secondment to the extent not violating the applicable laws and regulations.
Term	The Memorandum associated with the Change is valid for one year after the memorandum of understanding is singed.
Fees	Whether or not an intermediary fee is payable, or if payable, the amount of such intermediary fee when KRR acquires the real estate, etc. as a result of provision of information pursuant to the Support-Line Memorandum of Understanding, a fee for the provision of the property management service and a fee for the provision of the leasing service is determined for each case through separate discussion pursuant to laws and regulations, ordinary commercial practice and content of the provided service. KRR and the Asset Manager will not pay any fees to KDX and KIP for the provision of information pursuant to the Support-Line Memorandum of Understanding except for the cases defined above.

The necessary procedures with regard to this matter such as submission of notification will be performed in accordance with Financial Instruments and Exchange Act, Building Lots and Buildings Transaction Business Act and other applicable laws and regulations.

KRR's website: https://www.krr-reit.com/en/

This notice is the English translation of the Japanese announcement on November 1, 2018. However, no assurance or warranties are given for the completeness or accuracy of this English translation.