

107A Foxboro 1A AMD

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/18/2005 08:16 AM
FEE \$14.00 Pgs: 3
DEPT. REC'D FOR BOOLE & ASSOC L C

Addendum to the Qwest Broadband Services & Marketing Agreement between Foxboro Terrace Associates, L.C, as Owner of Record and Qwest Broadband Services, Inc. ("Addendum")

This Addendum is hereby made a part of the Qwest Broadband Services & Marketing Agreement. In the event of any conflicts between provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum will control for purposes of this Addendum.

The undersigned agree as follows:

1. Property. The property commonly known as Foxboro Terrace Apartments, and having a legal description of **LOT 107A FOXBORO PLAT 1A AMENDED BOUNDARY DESCRIPTION** A parcel of land located in the Northeast Quarter of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian, City of North Salt Lake, Davis County, Utah described as follows: BEGINNING at a point on the north line of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian and the west right-of-way line of Cutler Drive, said point being South 89E50'51" West 656.99 feet from the Northeast Corner of said Section 3, and thence along said west right-of-way line the following three courses: South 00E37'35" East 397.54 feet to a point of tangency of a 14.00 foot radius curve to the right, Southwesterly 21.99 feet along said curve through a central angle of 90E00'00" and a long chord of South 44E22'25" West 19.80 feet and South 00E37'35" East 53.00 feet; thence South 89E22'25" West 200.58 feet to a point of tangency of a 97.00 foot radius curve to the left; thence Southwesterly 115.35 feet along said curve through a central angle of 68E08'15" and a long chord of South 55E18'18" West 108.68 feet; thence South 21E14'11" West 404.70 feet to the northerly right-of-way line of Foxboro Drive; thence along said northerly right-of-way line the following six courses: North 68E45'49" West 53.00 feet to a point of non-tangency of a 14.00 foot radius curve to the right, Southwesterly 21.99 feet along said curve through a central angle of 90E00'00" and a long chord of South 66E14'11" West 19.80 feet, North 68E45'49" West 64.09 feet to a point of tangency of a 290.00 foot radius curve to the left, Westerly 63.14 feet along said curve through a central angle of 12E28'27" and a long chord of North 75E00'03" West 63.01 feet to the southeast corner of Lot 101, Foxboro Plat 1B; thence along the easterly line of said Foxboro Plat 1B and its extension North 853.51 feet to said north line of said Section 3; thence North 89E50'51" East 633.56 feet to the POINT OF BEGINNING Said parcel contains 411,533 square feet or 9.44 acres, more or less ("Property") is the subject of this Addendum.

2. Agreement. Foxboro Terrace Associates, L.C. and Qwest Broadband Services Inc. ("Qwest") have entered in to an agreement known as the Qwest Broadband Services & Marketing Agreement ("Agreement") whereby Qwest has agreed to provide certain broadband services to multi-tenant units located at the Property and Foxboro Terrace Associates, L.C. has agreed to market and endorse said services. A complete copy of the Agreement can be obtained by contacting either party and abiding by any and all applicable confidentiality requirements.

3. Binding. It is the intent of Qwest and Foxboro Terrace Associates, L.C. that the provisions and covenants contained in the Agreement will touch, concern and run with the land and will bind the respective successors and heirs of the parties.

4. Recordation. It is the intent of Qwest and Foxboro Terrace Associates, L.C. that this Addendum be signed and notarized by the appropriate individuals and properly recorded in the real property records of the county where the Property is located.

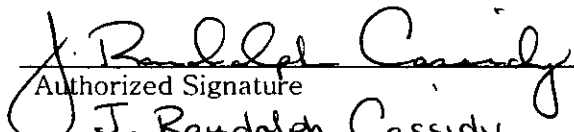
5 Term. This Addendum will remain in full force and effect for so long as Qwest (or its successors and heirs) maintains its broadband equipment at the Property and provides the broadband services and the Property remains a multi-tenant residential community.

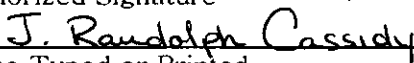
Foxboro Terrace Associates, L.L.C.,
a Utah limited liability company

Qwest Broadband Services, Inc.

By its Manager,

Foxboro Terrace Management, L.C.,
a Utah limited liability company




Authorized Signature


Name Typed or Printed
Manager

Title (must be VP level or above)
4/29/05

Date



Authorized Signature
Matthew N. Rotter

Name Typed or Printed
VP - Product Management

Title (must be VP level or above)
4/27/05

Date

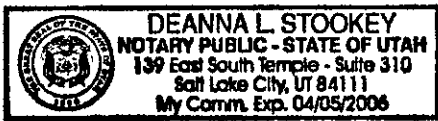
ALL SIGNATURES ON THIS EXHIBIT E MUST BE VICE PRESIDENT LEVEL OR ABOVE AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

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

This instrument was acknowledged before me, a notary public in and for said County and State, appeared J. RANDOLPH CASSIDY known to me to be the MANAGER of FOXBORO TERRACE MANAGEMENT, L.C., and executed the foregoing Qwest Broadband and Services Agreement on behalf of the FOXBORO TERRACE ASSOCIATES, LLC

Witness my hand and seal on this 29th day of APRIL, 2005.

Deanna L. Stookey
NOTARY PUBLIC



PRINTED NAME OF NOTARY PUBLIC

My commission Expires: _____

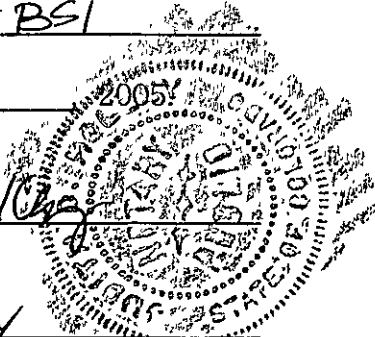
STATE OF Colorado)
) ss.
COUNTY OF Denver)

This instrument was acknowledged before me, a notary public in and for said County and State, appeared Matthew Potter known to me to be the VP of Product Management, and executed the foregoing Qwest Broadband and Services Agreement on behalf of the QWEST BSI

Witness my hand and seal on this 27 day of April, 2005.

Judith D. Holley
NOTARY PUBLIC

Judith D. Holley
PRINTED NAME OF NOTARY PUBLIC



My commission Expires: 2/25/08