

WHEN RECORDED, RETURN TO:

Michael L. Allen
Sutiter Axland
175 S. West Temple, Suite 700
Salt Lake City, Utah 84101

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11/12/98 4:56 PM 31.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: R JORDAN ,DEPUTY - WI

7152540

AMENDMENT TO PARKING AGREEMENT

THIS AMENDMENT TO PARKING AGREEMENT ("Amendment") is entered into as of the 12th day of November 1998, by and between 2855 E. COTTONWOOD PARKWAY, L.C., a Utah limited liability company ("Parkway"), and MARKET STREET COTTONWOODS, L.L.C., a Utah limited liability company ("Market Street").

RECITALS:

A. Parkway and BWB Properties, Inc., a Utah corporation ("BWB"), are parties to that certain Parking Agreement, dated as of August 8, 1997, recorded on August 14, 1997 as Entry No. 6713681, in Book 7733, at Page 541 of the official records of the County Recorder of Salt Lake County, Utah (the "Parking Agreement").

B. The Parking Agreement grants BWB the right, subject to certain terms and conditions, to use certain parking stalls located on Parkway's property (defined in the Parking Agreement as "Parcel 11") at the Cottonwood Corporate Center in Salt Lake County, Utah (the "Center") for the benefit of BWB's property, also located at the Center and defined in the Parking Agreement as the "Restaurant Parcel." Legal descriptions of Parcel 11 and the Restaurant Parcel are attached as Exhibits "A" and "B," respectively, to this Amendment.

C. Market Street has acquired from BWB all of BWB's right, title and interest in and to the Restaurant Parcel.

D. Parkway and Market Street desire to amend the Parking Agreement, as provided below. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Parking Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

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AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the parties and are incorporated by reference into this Amendment.

2. Supplemental Designated Stalls. Section 1 (Definitions) of the Parking Agreement is amended to add thereto the following new defined term:

1.13 "Supplemental Designated Stalls" means up to one hundred twenty-three (123) stalls in the Parking Terrace. The exact location of the Supplemental Designated Stalls may be designated from time to time by the Owner of Parcel 11, following consultation with the Owner of the Restaurant Parcel. The exact number of the Supplemental Parking Stalls desired by the Owner of the Restaurant Parcel may be designated in writing to the Parcel 11 Owner no more than once each calendar quarter.

3. Revised Rent. Section 1.2 of the Parking Agreement is amended and restated in its entirety as follows:

1.2. "Basic Monthly Rent" means the following amounts per calendar month:

1.2.1. for the two (2)-year period commencing on the Commencement Date, the product of Zero Dollars per month multiplied by the number of Designated Stalls and Supplemental Designated Stalls;

1.2.2. from and after the second (2nd) anniversary of the Commencement Date, and continuing until the twentieth (20th) anniversary of the Commencement Date, the product of Ten Dollars (\$10.00) per month multiplied by the number of Designated Stalls and Supplemental Designated Stalls, increased in accordance with Paragraph 6.2; and

1.2.3. for each calendar month on and after the twentieth (20th) anniversary of the Commencement Date, a "market rate," meaning a monthly rental equal to the amount generally charged for like parking in the Ogden-Salt Lake City-Provo metropolitan area.

provided, however, that the Basic Monthly Rent shall not exceed the amount generally charged by the Parcel 11 Owner from time to time to tenants of the building located on Parcel 11 for reserved parking in the Parking Terrace.

4. Revised Commencement Date. Section 1.3 of the Parking Agreement is amended and restated in its entirety as follows:

1.3. "Commencement Date" means January 1, 1999.

5. Permitted Use. Section 4.1 of the Parking Agreement is amended and restated in its entirety as follows:

4.1 Permitted Use. The Designated Stalls and the Supplemental Designated Stalls may be used by employees of the restaurant and/or private club to be located on the Restaurant Parcel for employee parking or valet parking or customer parking for such restaurant and/or private club only, and for no other purpose. The Designated Stalls and the Supplemental Designated Stalls may only be used after 6:30 p.m. on weekdays (Monday through Friday), and after 1:30 p.m. on Saturday; provided, however, that the Designated Stalls and Supplemental Designated Stalls may also be used between the hours of 5:00 p.m. and 6:30 p.m. on weekdays (Monday through Friday) and before 1:30 p.m. on Saturday and all day on Sunday (the "Extended Hours") on a "space available" basis, without any assurance that such spaces will, in fact, be available for use during the Extended Hours. The Restaurant Parcel Owner acknowledges and agrees that the Parcel 11 tenants and their employees, agents, contractors, licensees or invitees shall enjoy priority use of the Designated Stalls and Supplemental Designated Stalls during the Extended Hours.

6. Rent for Supplemental Designated Stalls. The Monthly Rent for the Supplemental Designated Stalls shall be the same as the Basic Monthly Rent defined in Section 1.2 of the Parking Agreement.

7. Miscellaneous Amendments. The language "and Supplemental Designated Stalls" is hereby inserted immediately following the term "Designated Stalls" whenever the same is used in Sections 3.1 and 8 of the Parking Agreement. The reference to "Cottonwood Office Park" in Section 8 of the Parking Agreement is amended to read "Cottonwood Corporate Center."

8. Counterparts. For the convenience of the parties, this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Counterpart signature pages for each separate counterpart may be assembled and attached to one original Amendment, which may then be recorded as one instrument.

9. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the signing parties, their successors and assigns.

10. Effect of Amendment. Except as modified by this Amendment, the Parking Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Parking Agreement and this Amendment, this Amendment shall control.

THE UNDERSIGNED have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

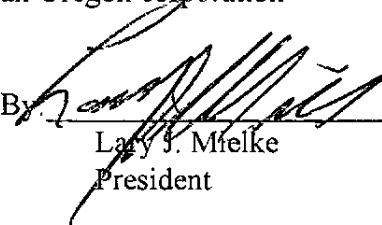
PARKWAY:

2855 E. COTTONWOOD PARKWAY, L.C.,
a Utah limited liability company,
by its manager:

COTTONWOOD CORPORATE CENTER L.L.C., a
Utah limited liability company,
by its members:

OREGON-CALIFORNIA PARTNERS, L.P.,
a California limited partnership,
by its general partner:


REDMOND HOLDINGS, INC.,
an Oregon corporation

By 
Lary J. Mielke
President

C & E HOLDINGS PARTNERSHIP,
a Utah general partnership,
by its managing general partner:

COTTONWOOD EQUITIES, LTD.,
a Texas limited partnership,
by its general partner:

COTTONWOOD PARTNERS
INVESTMENTS, L.C., a
Texas limited liability
company

By 
John L. West
Managing Director

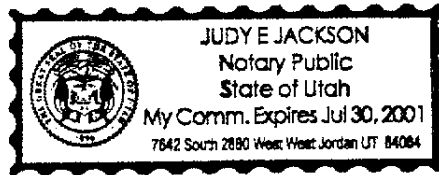
MARKET STREET:

MARKET STREET COTTONWOODS, L.L.C.,
a Utah limited liability company

By: *John W. Williams*
John W. Williams
Manager

Date: 8-19-98

STATE OF ~~CALIFORNIA~~)
 UTAH *JJ*)
 SALT LAKE)
COUNTY OF ~~LOS ANGELES~~) : ss.



The foregoing instrument was acknowledged before me this 15 day of SEPT 1998 by Lary J. Mielke, the President of Redmond Holdings, Inc., the general partner of Oregon-California Partners, L.P., one of the members of Cottonwood Corporate Center L.L.C., the manager of 2855 E. Cottonwood Parkway, L.C., a Utah limited liability company.

My Commission Expires:
7-30-01

Judy E. Jackson
Notary Public
Residing at: Salt Lake City, Utah

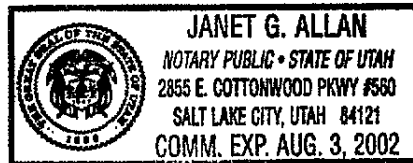
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

Partners Investments, L.C.

The foregoing instrument was acknowledged before me this 2 day of Sept 1998, by John L. West, the managing director of Cottonwood ~~Realty Services, LLC~~ ~~XXX~~, the general partner of Cottonwood Equities, Ltd., the managing general partner of C&E Holdings Partnership, one of the members of Cottonwood Corporate Center L.L.C., the manager of 2855 E. Cottonwood Parkway, L.C., a Utah limited liability company.

My Commission Expires:
8/3/02

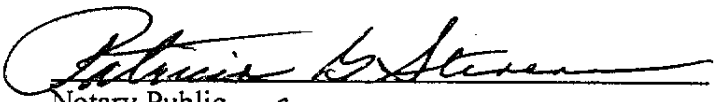
Janet G. Allan
Notary Public
Residing at: Salt Lake County



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

The foregoing instrument was acknowledged before me this 19th day of August, 1998, by John W. Williams, the Manager of Market Street Cottonwoods, L.L.C., a Utah limited liability company.


Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
6/8/99

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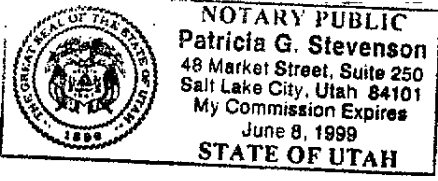


Exhibit A
to
Amendment to Parking Agreement

Parcel 11 Legal Description

(Attached)

"COTTONWOOD CORPORATE CENTER PARCEL 11":
BEGINNING at a point which is North 0°08'51" East along the
Quarter Section line 908.56 feet and North 89°04'36" East
740.83 feet and North 55°02'48" East 206.85 feet from the
West Quarter Corner of Section 23, Township 2 South, Range
1 East, Salt Lake Base and Meridian, and running thence
North 55°02'48" East 393.09 feet; thence South 31°38'01"
East 111.32 feet; thence South 70°30'09" East 57.70 feet;
thence South 34°39'50" East 284.29 feet; thence South
11°06'23" East 28.44 feet; thence South 42°36'15" East
63.15 feet; thence South 64°43'27" East 71.26 feet; thence
South 32°54'51" West 100.16 feet to a point on a 210.00
foot radius curve to the left, the chord of which bears
South 88°59'48" West; thence westerly along said curve
through a central angle of 67°50'08" a distance of 248.63
feet; thence South 55°04'44" West 161.13 feet to a point of
a 835.00 foot radius curve to the right, the chord of which
bears South 55°10'54" West; thence Southwesterly along said
curve through a central angle of 0°12'21" a distance of
3.00 feet; thence North 34°55'16" West 499.58 feet to the
point of BEGINNING.

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Exhibit B
to
Amendment to Parking Agreement

Restaurant Parcel Legal Description

(Attached)

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"COTTONWOOD CORPORATE CENTER RESTAURANT PARCEL":
BEGINNING at a point which is North 00°08'51" East 540.34 feet along the Section line and East 1725.01 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the Northerly line of the land conveyed to BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the Official Records of the Salt Lake County Recorder, and running thence North 52°29'23" East 86.73 feet; thence North 79°12'42" East 119.00 feet; thence North 57°53'55" East 100.26 feet to a point on the centerline of Big Cottonwood Creek; thence along said centerline the following five (5) courses: South 10°59'32" East 138.07 feet, South 20°59'32" East 62.73 feet, South 50°00'00" East 95.00 feet, South 60°00'00" East 32.21 feet, and South 49°55'31" East 50.66 feet; thence leaving said creek centerline South 42°42'26" West 164.67 feet to a point on the centerline of Cottonwood Parkway (a private road), said centerline being the Northerly line of the aforementioned BLUE CROSS AND BLUE SHIELD OF UTAH property; thence along the centerline of said Cottonwood Parkway the following three (3) courses: North 77°30'44" West 27.42 feet to a point on a 330.00 foot radius curve to the right (radius bears North 12°29'16" East), thence along said curve 230.39 feet, thence North 37°30'37" West 213.48 feet to the point of BEGINNING.

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**CONSENT AND JOINDER
TO
AMENDMENT TO PARKING AGREEMENT**

THIS CONSENT AND JOINDER is attached to and forms a part of that certain Amendment to Parking Agreement, dated November 12, 1998, by and between 2855 E. Cottonwood Parkway, L.C., a Utah limited liability company, and Market Street Cottonwoods, L.L.C., a Utah limited liability company (the "Amendment"), which affects a portion of the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this Consent and Joinder shall have the meanings given such terms in the Amendment.

THE UNDERSIGNED, as a beneficiary under a deed of trust encumbering Parcel 11, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in Parcel 11 shall be subject and subordinate to the provisions of the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that this Consent and Joinder shall not be deemed in any way to alter the priority of interests in Parcel 11 among any of the parties to the Amendment.

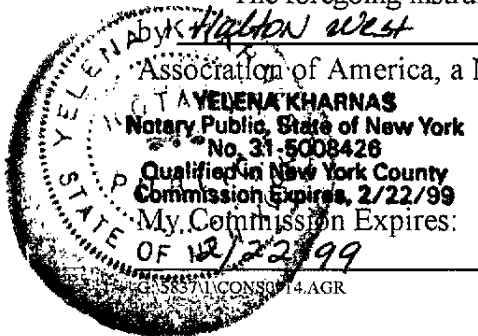
THE UNDERSIGNED has executed this Consent and Joinder on the date set forth below, to be effective as of the date first set forth above.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA, a New York
corporation

By: *Halton West*
Its: HALTON WEST
ASSOCIATE DIRECTOR

STATE OF New York)
 : ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 16th day of September, 1998,
by Halton West, the Associate Director of Teachers Insurance and Annuity
Association of America, a New York corporation.



Yelena Kharnas
Notary Public
Residing at: Queens, NY