

Please Mail to:

U. P. Inc.
Eagle Gate Tower
Suite 1210
60 East South Temple
Salt Lake City, Utah 84111

Assignment of
Land Lease Agreement
between
University Inn Associates
and
U.P., Inc.

ASSIGNMENT made September 26, 1990, by University Inn Associates, a Utah limited partnership, 480 Wakara Way, Salt Lake City, Utah 84108, Assignor, to U.P., Inc. Eagle Gate Tower Suite 1210, 60 E. South Temple, Salt Lake City, Utah 84111, Assignee.

1. Assignment. In consideration of the sum of \$10.00, receipt of which is acknowledged, Assignor hereby assigns to Assignee an undivided 20.25% interest in the leasee's interest in the land lease dated June 7, 1985, attached hereto as exhibit A and incorporated herein by this reference, made between the University of Utah, a corporate and body politic of the State of Utah, as landlord, and Assignor, as Tenant, recorded in the office of the Salt Lake County Recorder, covering premises known as The University Park Hotel, 480 Wakara Way, Salt Lake City, Utah as more particularly described in exhibit B attached hereto and incorporated herein by this reference, together with the buildings thereon, with the appurtenances.

To have and to hold the same unto Assignee and its assigns from September 20, 1990, for the rest of the term of years of the lease, plus renewal option as provided in the lease, subject to the rents, covenants, conditions, and provisions therein.

2. No claims. So far as is known, Assignor and the Landlord have no claims or defenses one against the other by reason of said lease.

3. Warranties. Assignor hereby warrants that the lessee's interest described in Exhibits A and B including all furniture, fixtures and equipment, inventory of room and table linen, china, glass and silver and consumable items as of September 30, 1990 are at levels required for a first-class hotel Operation, free and clear of all liens, leases and encumbrances, except as set forth in paragraph 4 hereof, with all warranties of equipment and construction in place.

4. Assignment taken subject to deeds of trust. The foregoing sale, assignment, and transfer is made without any recourse whatsoever, except for the warranties set forth in paragraph 3 hereof, against Assignor and without any representation and warranties, express or implied, of any nature whatsoever except that Assignor's interest is subject to a leasehold deed of trust, assignment of rents and security agreement together with the notes secured thereby dated December 20, 1985

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between Assignor and Zions First National Bank 370 East 5th So. Street, Salt Lake City, Utah 84111 as trustee for the holders of the State Board of Regents of the State of Utah, Variable Rate Demand Industrial Revenue Bonds Series 1985 (First T D) and a leasehold deed of Trust, assignment of rents and security agreement dated September 20, 1990 together with the note secured thereby between Assignor and The Kahler Corporation, 20 Second Avenue S.W. Rochester, Minnesota 55902 (Second T D). Assignor covenants that the unpaid balance of said Deed of Trust notes as of September 20, 1990, is as follows:

First T D note:	\$ 9,430,000
Second T D note:	\$ 4,620,000

5. Acceptance and indemnification. Assignee hereby accepts the foregoing sale, assignment, and transfer and promises to pay all rent and additional rent and to faithfully perform all other covenants, stipulations, agreements, and obligations under the Lease accruing on and after September 20, 1990, or otherwise attributable to the period commencing on said date and continuing thereafter, and Assignor shall be responsible for the period prior thereto. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever which relate to the Lease or the premises demised thereunder arising on or after September 20, 1990.

6. Modification of lease. No modification of the lease may be made by Assignor or Assignee without the written consent of the landlord, Assignee and Assignor, and no further assignments may be made, without consent of Assignor and the landlord. Assignor shall remain liable under all the terms, covenants, and conditions of the lease as originally executed to the end of the term thereof.

7. Assignee's expenses. All taxes and other governmental charges and fees, including, without limitations, any and all transfer taxes, stamp taxes, sales taxes, and recording fees, relating to the transaction evidenced by this agreement shall be paid by Assignee.

8. Binding effect. This agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this agreement.

9. Entire agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

10. Notices. All notices or other documents under this

Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

11. Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Assignor:

University Inn Associates,

by: Boyer Hotels, Inc, general partner

by Harold W. Milner
Harold W. Milner
President

Attest:

Michael J. [Signature]

Assignee:

U.P., Inc.

by John A. Dahlstrom Jr.
John A. Dahlstrom Jr.
President

Attest:

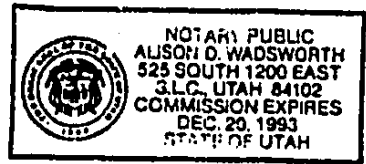
[Signature]

The State of Utah :
)
County of Salt Lake :

This instrument was acknowledged before me on 26th day of September, 1990, by Harold W. Milner, President of Boyer Hotels, Inc., a Utah corporation, on behalf of said corporation as general partner on behalf of University Inn Associates.

Alison D. Wadsworth
Notary Public in and for the state of Utah

Name (print) Alison D. Wadsworth
My commission expires 12-20-93

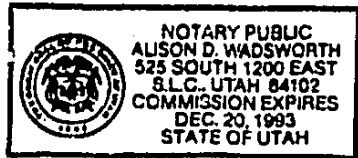


The State of Utah :
)
County of Salt Lake :

This instrument was acknowledged before me on 26th day of September, 1990, by John A. Dahlstrom Jr., President of U.P., Inc., a Utah corporation, on behalf of said corporation.

Alison D. Wadsworth
Notary Public in and for the State of Utah

Name (print) Alison D. Wadsworth
My commission expires 12-20-93



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UNIVERSITY OF UTAH
RESEARCH PARK CONFERENCE CENTER
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into this 7th day of JUNE, 1985, by and between the UNIVERSITY OF UTAH, a corporate and body politic, hereinafter referred to as the "Lessor", and University Inn Associates
A Limited Partnership, hereinafter referred to as the "Lessee".

R E C I T A L S:

A. Lessor has created and established the University of Utah Research Park to acquire, construct and operate an academic research park which will promote industry, research, learning and disseminating of information.

B. Industry is encouraged to participate in this educational endeavor by leasing land owned by Lessor and cooperating with Lessor in the construction and operation of the necessary facilities.

NOW THEREFORE, the parties mutually consent and agree to the following terms and conditions:

ARTICLE I.

DEMISE, TERM AND RENTAL.

SECTION 1.1. The Demise. Lessor does hereby lease unto Lessee the following described tract of land located in

Salt Lake County, State of Utah, within the boundaries of the University of Utah Research Park (the "Leased Premises").

Legal Description:

Beginning at a point which lies S. 49°00'00" E. 93.11 feet from Point No. 7 B.L.M. survey of parcel No. 1 of Tract D in Section 3 T. 1 S., R. 1 East S.L.B. & M. (said point No. 7 being 1,464 feet North and 4,643 feet West more or less from Southeast corner of said Section 3) and running thence S. 49°00'00" E. 463 feet; thence N. 41°00'00" E. 275.95 feet; thence along a 1,143 foot radius curve to the left a distance of 199.49 feet; thence N. 31°00'00" E. 220.90 feet; thence N. 59°00'00" W. 435.6 feet; thence S. 37°21'42" 342.02 feet; thence S. 41°00'00" W. 275.0 feet to the point of beginning.

Containing 6.896 acres more or less including a ten-foot utility easement within and around the boundary of the described property.

TOGETHER with all rights and interest, if any, of Lessor in and to the land lying in the streets and roads in front of and adjoining the Leased Premises to the center line thereof, and in and to all easements appurtenant to the Leased Premises; and

TOGETHER also with all of the air rights and development rights of Landlord in connection with or appurtenant to the Leased Premises, or any part thereof.

Nothing in this Lease shall be deemed to include as any part of the Leased Premises a fee title interest in the land itself. It is understood and agreed that the Lessor cannot and shall not alienate or encumber its fee title interest in the land.

SECTION 1.2. Term. The term of this Lease shall be for a period of forty (40) years, commencing on the date Lessee is first obligated to pay Base Rent pursuant to Section 1.3 below.

SECTION 1.3. Rent. Upon the execution of this Agreement, Lessee shall commence planning and preparation for the construction of a building to be used as a Conference Center upon the Leased Premises with individual rooms available for rental and occupancy and including other improvements such as dining and recreational facilities, administrative offices, manager's quarters and storage rooms and facilities. Lessee shall complete the construction of said Conference Center and related structures and improvements, and shall make the facilities of said structures available for rental and occupancy as expeditiously as good and proper business practice will permit. Lessee shall commence the construction of the Conference Center on or before eight (8) months from the date hereof and complete such construction on or before twenty-four (24) months from the date hereof; provided that if construction is delayed because of changes, deletions or additions in construction, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other like or unlike causes beyond the control of Lessee, the construction time period shall be extended for the amount of time construction is delayed. Within ninety (90) days from the

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execution thereof, Lessee shall submit to Lessor basic preliminary plans and specifications for the Conference Center, the design, construction and quality of which shall be consistent with the other buildings and structures now in existence and those planned to be built in the University of Utah Research Park.

(a) The sum of Seventy Five Thousand Eight Hundred and Fifty-six Dollars (\$75,856) per year, payable in amounts and upon the terms and conditions as hereinafter set forth, shall constitute the base land rental (the "Base Rent"). Base Rent only shall be paid until the provisions of Section 1.4 become applicable. Base Rent, to the extent payable as hereinafter provided, shall be paid in advance in equal monthly installments.

(b) Base Rent shall first accrue and be due and payable six (6) months from the date of this Lease or on the date that Lessee begins construction of the Conference Center (but not including site grading and preparation), whichever occurs first. The rental to be thereupon paid by Lessee to Lessor each month shall be that amount equal to one-twelfth (1/12) of the Base Rent. Base Rental shall be paid on the same day of each and every month thereafter during the succeeding three (3) years of this Lease. Lessee shall pay all rents and charges to Lessor at the Research Park Office, University of Utah, Salt Lake City, Utah, or at such other place as Lessor may from time to time designate in writing.

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(c) In addition to the other terms of this lease, Lessee agrees to pay Lessor a one-time payment of EIGHT HUNDRED DOLLARS (\$800.00) per acre in the Leased Premises (prorated for any portion of an acre) as reimbursement for the installation of underground power distribution lines and utilities in the Research Park. Payment shall be made at the time of signature of this Lease. Lessee will also be responsible for normal electrical connections and service fees relating to the use and development of the Leased Premises as specified elsewhere in this Lease.

SECTION 1.4. Escalation Clause.

(a) As used herein:

(i) "Total Guest Room Gross Income" means the actual receipts of Lessee or Sublessee which are derived from the use of rooms located on the Leased Premises for lodging purposes, but shall not include, or if included there shall be deducted (but only to the extent previously included), the following:

(A) Receipts, whether received directly or indirectly, arising from services provided, including, without limitation, services such as transportation, valet, parking, laundry, telephone, travel, lodging or dining arrangements, handling of luggage or mail, telephone or telecommunication or any other services;

(B) Receipts, whether received directly or from concessionaires, from sales, including, without

limitation, sales of food, beverage, reading material, tobacco products or other merchandise, products or goods;

(C) Any federal, state or local taxes or assessments of any kind collected by Lessee from patrons or guests to be remitted to the relevant taxing or assessing authority;

(D) Revenues of any nature or kind which would have been earned by Lessee from complimentary or public rooms;

(E) Insurance proceeds except those related to the protection of business income;

(F) Amounts represented by credit vouchers, gift certificates or similar items until such time as such items shall be converted by redemption;

(G) Receipts from the sale or other disposition of any capital assets;

(H) Proceeds of any financing or loan;

(I) Receipts derived from the investment by Lessee of funds not invested in the Leased Premises or the operation of Lessee's business upon the Leased Premises;

(J) Any reversal of any contingency or tax reserve; and

(K) The amount of any surcharge, rebate payable, service fee, merchant's discount or similar

charges payable to credit card companies or banks arising out of guest charges with respect to rooms used for lodging purposes.

(ii) "Gross Volume" means all revenue derived from the sale of food and beverage from restaurants and lounges located on the Leased Premises for consumption on the Leased Premises but shall not include, or if included there shall be deducted (but only to the extent previously included), the following:

(A) Any federal, state or local taxes or assessments of any kind collected by Lessee from patrons or guests to be remitted to the relevant taxing or assessing authority;

(B) Amounts represented by credit vouchers, gift certificates or similar items until such time as such items shall be converted by redemption;

(C) The selling price of any food or beverage returned and accepted by Lessee for full credit, or the amount of discounts, refunds and allowances made on such items;

(D) Sums or credits received in the settlement of claims for loss of or damage to food or beverage;

(E) Revenues of any kind which would have been earned by Lessee from complimentary food or beverage.

(F) The amount of any surcharge, rebate payable, service fee, merchant's discount or similar charges payable to credit card companies or banks arising out of

customer charges with respect to food and beverage purchases;
and

(G) The actual selling price of any wine, liquor or state controlled beverage sold by any restaurant, liquor store, private club or package agency operating on the Leased Premises unless the state laws are amended to permit the Lessee to profit by such sales.

In the event any portion of the Leased Premises are subleased by or a concession is granted to a third party not affiliated with Lessee, such Sublessee's Gross Volume shall be included in Lessee's Gross Volume calculations for computing rent under the provisions of this Lease.

(iii) "Computed Rent" shall mean with respect to each calendar year the sum of:

(A) Five percent (5%) of Total Guest Room Gross Income for such calendar year; and

(B) One percent (1%) of Gross Volume in excess of \$1,250,000 during such calendar year.

(b) On or before the third (3rd) day of the fourth (4th) calendar year after the date on which the Base Rent is first due hereunder and for each year thereafter, Lessee shall, in good faith, estimate the amount by which Computed Rent will exceed the Base Rent for each such year, and Lessee shall make monthly payments to Lessor of one-twelfth (1/12th) of such respective amounts in the year to which such estimates relate.

(c) Within ninety (90) days after the end of each calendar year in which Computed Rent is payable by Lessee hereunder, Lessee shall determine the amount of Computed Rent that was actually due in the preceding calendar year. In the event that the Computed Rent paid by Lessee in such preceding year was less than the Computed Rent due hereunder, Lessee shall, within thirty (30) days after such determination, pay such deficit to Lessor. In the event that the Computed Rent paid by Lessee was more than the Computed Rent due hereunder, Lessee shall receive a credit for such excess amount which may be applied by Lessee to any amounts due to Lessor hereunder, in the sole and absolute discretion of Lessee.

(d) Lessee agrees to furnish to Lessor a statement certified by Lessee as to accuracy within ninety (90) days following each calendar year, which statement shall specify the Total Guest Room Gross Income and Gross Volume. Lessee's books and records concerning such matters shall be maintained in Salt Lake County, Utah, and made available for inspection and examination by Lessor, at Lessor's expense (including reasonable copying charges), during Lessee's business office hours and upon receipt of reasonable notice by Lessor; or, Lessor may at its option require an audit by a certified public accountant of Lessee's financial records relating to the operation of the Conference Center pursuant to this Section 1.4. Payment for such audit will be made by Lessee should an understatement of total rent payable by Lessee exceeding one (1) percent exist between

the audit and Lessee's certified statement. In the event no such discrepancy is found, payment for the audit shall be made by the Lessor. Any rental adjustments indicated by such audit shall be made promptly.

SECTION 1.5. Additional Rent. In addition to all rental set forth above as part of the consideration for this Lease and as additional rent hereunder, Lessee covenants and agrees to bear, pay and discharge promptly as the same becomes due and before delinquency, all taxes, assessments, rates, charges, license fees, ordinary or extraordinary of every name, nature or kind whatsoever so hereinafter set forth in this Lease.

SECTION 1.6. Restrictions. Lessor and Lessee agree because of the unique nature of the project contemplated by this Lease that certain restrictions shall apply to the operation of the facility constructed pursuant thereto.

(a) All public advertising of the Conference Center, hotel and related facilities shall be oriented toward the University of Utah, University of Utah Medical Center and University Research Park communities.

(b) All exterior signs and graphics shall be of the low planter-type oriented toward identification rather than advertising. Signage materials will be consistent and compatible with the main facility. No back lighted, flashing, or off-site signs will be permitted. Final sign designation and location will be subject of the approval of the Research Park Advisory Board.

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(c) Lessor reserves the right to approve the facility name; which approval will not be unreasonably withheld.

(d) No retail or office functions other than those related to the normal operation of a hotel/conference/restaurant facility will be permitted on the Leased Premises.

ARTICLE II.

RENEWAL.

SECTION 2.1. Option to Renew. Lessee shall have the option to renew this Lease for an additional ten (10) years upon the same terms and conditions as herein contained, including the provisions with respect to rental contained in Sections 1.3 and 1.4 hereof. Said option may be exercised by Lessee on or before a date sixty (60) days prior to the expiration of the term of this Lease by delivery to Lessor of written notice of its election in the manner as hereinafter provided.

ARTICLE III.

MORTGAGING THE Leasehold

AND THE BUILDING.

SECTION 3.1. Limitation on Mortgages. Lessee is hereby given the right, at any time and from time to time, to encumber or pledge its Leasehold Estate or any portion thereof and its interest in any and all building improvements, furnishings, furniture, equipment, fixtures and personal property situated on the Leased Premises and its interest in and to this

Lease by mortgage or trust deed and/or other security instrument (collectively referred to as a "Mortgage"); provided, however, (a) that at the time such Mortgage is made Lessee has not been notified of any default which exists under this Lease which has not been cured, and (b) that no Mortgagee, Trustee or any other beneficiary with respect to a security instrument (collectively a "Mortgagee") or anyone claiming by, through or under such Mortgagee shall by virtue thereof acquire any rights in the land or greater rights in the Leased Premises and building than Lessee then had under this Lease except to the extent that this Lease expressly provides to the contrary. The Mortgagee in any such Mortgage and the owner of the indebtedness secured by said Mortgage, upon acquiring ownership of the legal and equitable title to the Leasehold Estate or to the building and other improvements shall hold the same subject to the obligations and covenants of Lessee pursuant to this Lease. No such Mortgagee shall acquire any rights in the Leasehold interest in the improvements thereon except as secured to the Lessee hereunder by the provisions of this Lease.

SECTION 3.2. Qualifications of Mortgagee. No Mortgagee shall be deemed to be a Mortgagee, unless it is a college or university, or a savings bank, bank, trust or insurance company, credit union, pension or profit sharing trust, mortgage banking company, real estate investment trust, eleemosynary association, or any other monetary or lending institution, authorized to make Leasehold mortgage loans. In addition, in

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the event that this Lease is assigned and/or the improvements thereon are sold, the term "Mortgagee" shall also properly include any holder of a purchase money mortgage and any beneficiary under a deed of trust, received as full or partial consideration for such assignment or sale, even if any such holder or beneficiary is the original Lessee hereunder. Nothing herein shall be deemed to restrict the right of any Mortgagee to sell or assign all or a portion of or participation in its mortgage. No Mortgagee shall be entitled to enforce any right or remedy provided for herein or by law until a photocopy, xerox copy, or an executed counterpart of such mortgage shall be recorded or delivered to Lessor.

SECTION 3.3. Consent of Mortgagee Required. There shall be no cancellation, modification, surrender or amendment of this Lease without the prior written consent of all Mortgagees.

SECTION 3.4. Notices to Mortgagee and Performance by Mortgagee. If a Mortgagee shall have given to Lessor, before any default shall have occurred under this Lease which has not been cured, a written notice, specifying the name and address of such Mortgagee, Lessor shall give to each such Mortgagee a copy of each notice at the same time as and whenever any such notice shall thereafter be given by Lessor to Lessee addressed to such Mortgagee at the address last furnished to Lessor. No notice from Lessor to Lessee shall be deemed to have been given unless and until a copy thereof shall have been so given to such

Mortgagee, and no default predicated on the giving of any notice shall be complete unless a copy of such notice shall have been given to said Mortgagee. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance by any such Mortgagee of any term, covenant, agreement, provision, condition or limitation on Lessee's part to be performed as though performed and observed by Lessee, provided except as permitted by Section 3.5 hereof, such performance by said Mortgagee shall occur within the time prescribed therefor in this Lease and for any additional period of thirty (30) days thereafter with respect to any default by Lessee other than a default in the payment of money due hereunder, or for an additional period of ten (10) days thereafter with respect to a default by Lessee in the payment of a sum of money due hereunder, Lessor hereby agreeing that the curing or remedying thereof by the Mortgagee within such time shall be deemed the curing or remedying thereof by Lessee, except that with respect to any default which cannot be cured by said Mortgagee until it obtains possession of the Leased Premises, said Mortgagee shall have a reasonable time after it obtains possession to cure such defaults, provided it diligently proceeds in good faith to enforce its remedies under its Mortgage so as to obtain possession.

SECTION 3.5. Mortgagee 's Grace Period to Cure Certain Defaults and to File Foreclosure Proceedings. Notwithstanding any other provisions contained in this Lease, Lessor will not

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terminate this Lease or invoke its right to take possession of the land and building on the happening of an Event of Default specified in subparagraphs (a) or (b) of this Section 3.5 unless it shall first give all Mortgagees whose address has been delivered to Lessor as provided in Section 3.4 of this Lease, sixty days' prior written notice of such Event of Default and unless any Mortgagee shall within said sixty (60) day period

(a) As to an Event of Default specified in Section 20.1(c) or 20.1(d) or which is not susceptible of being cured by any act which such Mortgagee can perform: have instituted appropriate proceedings to foreclose such Mortgage or otherwise obtain possession of the Leased Premises; or

(b) As to any Event of Default which is not specified in Section 3.5(a) and which is not susceptible of being cured by any act which such Mortgagee can perform without first obtaining possession of the Leased Premises: have obtained possession of the Leased Premises and cured such Event of Default (or, if such Event of Default cannot by its nature have been cured within such sixty (60) day period, have commenced and thereafter diligently proceeded toward the curing of such Event of Default) or have instituted appropriate proceedings to foreclose such mortgage or otherwise obtain possession of the Leased Premises.

Lessor will not terminate this Lease or invoke its right to take possession of the Leased Premises so long as such Mortgagee diligently proceeds in good faith to enforce its

foreclosure remedy, and so long, as such Mortgagee fully performs all the obligations of Lessee under this Lease that can be performed by such Mortgagee without possession of the Leased Premises including, but not limited to, payment of all rent and any and all other moneys due and payable by Lessee hereunder (but for any Event of Default); provided, however, that if such Mortgagee is able to obtain possession of the Leased Premises during the time that it is enforcing its foreclosure remedy or as a result thereof then such Mortgagee shall perform fully all of Lessee's obligations under this Lease. In the event such Mortgagee acquires Lessee's interest in and to the Leased Premises and building through such a foreclosure proceeding, or otherwise, it shall thereupon become subrogated to all the rights of the Lessee under this Lease whereupon:

(a) Lessee shall have no further right hereunder, and

(b) Such Mortgagee shall forthwith be obligated to assume and perform and hereby agrees to assume and perform each and all of Lessee's obligations and covenants hereunder.

SECTION 3.6. Right of Mortgagee to Make a New Lease. In the alternative to the rights and obligations of the Mortgagee set forth in Section 3.5, upon receipt by Mortgagee of the notice of Event of Default specified in said Section 3.5, if, within sixty (60) days after the receipt of such notice and continuing thereafter or at any time while Mortgagee is diligently proceeding in good faith to enforce its foreclosure remedy in accordance with Section 3.5, Mortgagee shall

(i) Pay all rent and any and all other moneys due and payable by Lessee hereunder (but for such default and termination);

(ii) Perform all the other obligations of Lessee under this Lease to the extent that the Lessee shall have failed to perform them (except that with respect to any default which cannot be cured by Mortgagee until it obtains possession, Mortgagee shall have a reasonable time after it obtains possession to cure such default, provided, however, that such extension of time shall not subject Lessor to either fine or imprisonment); and

(iii) Have surrendered to Lessor a fully executed copy of this Lease for cancellation. Lessor shall, upon written request of Mortgagee made at any time within such time period terminate this Lease and deliver a new lease of the land and a deed to the improvements thereon (subject to the terms and conditions of the new lease) to Mortgagee or its nominee. The new lease (whether it be granted to the Mortgagee or its nominee) shall have a term equal to the remainder of the term of this Lease, and shall be at the rent and upon the terms and conditions herein contained, except for requirements which are no longer applicable or have already been performed. Both said new lease and deed shall be subject only to such objections to Lessor's title as existed as of the date of this Lease and to the rights of any person, firm or other entity of whatsoever kind, character or nature claiming through or under Lessee and

any and all matters created or caused by acts or omissions of or by Lessee, provided Lessor shall use its best efforts to terminate such rights. Mortgagee shall have the right to a new lease as set forth above provided that Mortgagee shall reimburse Lessor for all of Lessor's expenses, including attorneys' fees, incident to such efforts, and provided that Mortgagee shall have paid to Lessor all the rent and other sums, charges, costs and expenses due under this Lease (but for such default and termination) up to and including the date of the commencement of the term of such new lease, together with all expenses, including attorney's fees, incident to the execution and delivery of such new lease. Nothing herein contained shall be deemed to impose any obligation on the part of the Lessor to deliver physical possession of the land and building to such Mortgagee.

SECTION 3.7. Foreclosure of Leasehold Lien. Prior to commencement of any action to foreclose said Mortgage, the Mortgagee, or any assigns of the Mortgagee, shall notify Lessor in writing of the default by Lessee with a statement of the amount then due and offer to withhold any acceleration of maturity of the promissory note, payment of which is secured by the Mortgage, in the event Lessor shall pay forthwith to said Mortgagee all amounts then in arrears on said Mortgage, and upon such payment to reinstate the Mortgage in all respects as if no default had occurred. Lessor may, at its option, within five (5) days after said notice, make such payments on said

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Mortgage, and the amount of such payments shall constitute a separate obligation of Lessee to Lessor. Subsequent and successive defaults by Lessee in making payments required by any mortgage shall be subject to the foregoing provisions each time any such default occurs. The judgment foreclosing the Mortgage and the foreclosure sale thereunder shall not release Lessee from any of its obligations herein set forth.

SECTION 3.8. Estoppel Certificate. Upon the written request of any Mortgagee or prospective Mortgagee, and for the exclusive benefit of said Mortgagee, Lessor will promptly deliver to said Mortgagee a written instrument certifying as to any of the following facts or matters, to the extent the same are then the case or applicable: that such Mortgagee is qualified under Section 3.2 of this Lease; that there are no existing defaults under this Lease; that this Lease is then unmodified and in full force and effect; that plans and specifications then existing and covering improvements proposed to be constructed on the Leased Premises have been approved by or on behalf of Lessor; that improvements constructed upon the Leased Premises have been completed and have been constructed pursuant to and in compliance with this Lease; that the uses to which the Leased Premises are being put or are proposed to be put are permissible under this Lease; the date which constitutes the date the building was tenant occupied; the amount of the Base Rent; and such other reasonable matters to which the Mortgagee makes inquiry.

ARTICLE IV.

RESTRICTIONS ON USE.

SECTION 4.1. Use and Compliance. The Lessee may use and occupy the Leased Premises for any lawful purpose permitted by Protective Covenants attached hereto and made a part hereof, but the Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose. To the extent of its authority, Lessor warrants and represents that Lessee is permitted to use the Leased Premises as a hotel, conference center and restaurants and that guests, employees and customers of Lessee will have vehicular and pedestrian access to the Leased Premises from dedicated roads across the University of Utah Research Park. The Lessee will comply with all applicable federal, state and local laws, ordinances and regulations relating to the Leased Premises and its use and operation by the Lessee.

ARTICLE V.

IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

SECTION 5.1. Permission to Construct. Lessee is granted permission and agrees at its sole cost and expense to construct or contract to construct upon the Leased Premises the building and auxiliary structures, and shall have the right to develop the remaining leased land in or substantially in accordance with general plans and specifications approved by Lessor in accordance with Protective Covenants which are attached and made a part of this Lease Agreement. Said construction shall be

pursued by Lessee with due diligence, shall be accomplished in a good and workmanlike manner and shall fully comply with all applicable rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the same. Lessee shall have the right after the construction of the improvements during the term of this Lease to construct additional buildings or improvements on the Leased Premises, or make alterations and additions to existing buildings and improvements subject to the Protective Covenants attached hereto.

SECTION 5.2. Ownership of Building and Right of Reversion. So long as this Lease or any lease given in substitution for it pursuant to Section 3.6 remains in force, any building, structure and other improvements constructed by Lessee on the land comprising the Leased Premises shall be owned in fee simple by Lessee (Lessee to stand seized of the title for the purpose herein set forth). All buildings, structures and improvements constructed by Lessee upon the Leased Premises shall revert to and be and become the property of Lessor immediately upon the termination of this Lease or any renewal thereof by lapse of time or otherwise.

ARTICLE VI.

TERMINATION OF LEASE AS TO EXCESS PROPERTY.

SECTION 6.1 Right to Terminate as to Part. In the event and any time during the term of this Lease, Lessee and the

Mortgagee shall jointly determine that the portion of the Leased Premises upon which Lessee has not constructed improvements of a substantial nature are not required for use and occupancy by the Lessee, Lessee and the Mortgagee shall so notify Lessor in writing described by metes and bounds the excess property, and Lessor shall thereupon have the right to terminate this Lease as to said property so described. Rent for the land not so returned shall be reduced in proportion that that land returned bears to the total area of the land originally leased-hereunder.

ARTICLE VII.

PROTECTIVE COVENANTS.

SECTION 7.1. Lessee's Rights Subject to Protective Covenants. The Lessee shall improve, occupy and use the Leased Premises subject to Protective Covenants which are attached and made a part of this Lease Agreement.

ARTICLE VIII.

REPAIR AND MAINTENANCE.

SECTION 8.1. Repair and Maintenance. The Lessee shall during the term of this Lease, at its own cost and expense and without cost or expense to the Lessor keep and maintain all buildings and improvements which may be erected on the Leased Premises and all appurtenances thereto in reasonably good and neat order and repair and shall allow no nuisances to exist or be maintained on the Leased Premises. Lessee shall likewise

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keep and maintain the grounds, sidewalks, roads and parking and landscaped areas located on the Leased Premises in reasonably good and neat order and repair and in substantial conformity with the plans and specifications therefor and Protective Covenants. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature or description whatsoever to the Leased Premises or any buildings or improvements thereon.

SECTION 8.2. Compliance with Governmental Regulations. The Lessee shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises, the improvements thereon or any activity or condition on or in the Leased Premises.

SECTION 8.3. Waste. Lessee agrees that it will not commit or permit waste upon the Leased Premises other than to the extent necessary for the removal of any buildings or improvements upon the Leased Premises for the purpose of constructing and erecting other buildings and improvements thereon.

SECTION 8.4. Destruction. In the event that at any time prior to the expiration of the term of this Lease there shall be a partial or total destruction of the buildings and improvements on the Leased Premises from any cause the Leased Premises shall be restored to a safe condition forthwith and the Lessee shall either:

(a) Diligently restore and rehabilitate said buildings and improvements, Lessee to be obligated to pay the cost of such restoration and rehabilitation only out of the proceeds actually received by it from the insurance; or

(b) Within ninety (90) days after such destruction notify Lessor of its election to terminate this Lease and surrender the Leased Premises to the Lessor, in which event Lessee shall (1) promptly remove all buildings and improvements from the Leased Premises; (2) diligently restore the land as nearly as possible to the condition existing prior to the construction of said buildings and improvements; (3) make, execute and acknowledge and deliver to Lessor any documents necessary conveying to Lessor all right, title and interest herein granted to Lessee in and to the Leased Premises; and (4) thereupon redeliver the land to the Lessor in a reasonably neat and clean condition. Lessee shall be entitled to pay the cost of such restoration of the land out of any proceeds received from insurance; the balance of such proceeds shall be divided between Mortgagee, Lessor and Lessee as follows: Mortgagee shall receive an amount equal to the unpaid principal balance of the Mortgage plus accrued interest and any other sums due thereunder; of the sum then remaining, two and one-half (2½) percent shall be paid to the Lessor for each of the years or fractional year which shall have expired after the date of the execution of this Lease. The remainder of such proceeds shall be paid to Lessee. Notwithstanding any such proceeding in which the interest in the Leased Premises or in termination, Lessee

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shall fully perform any obligation under this Lease (except the obligation of restoring and rehabilitating said buildings and improvements and any rental installments) relating to an event occurring or circumstances existing prior to the date of termination of this Lease, including the payment of the accrued portion of any taxes, contributions in lieu of taxes, assessments, or any charges which Lessee is obligated to pay under the terms of this Lease which may be a lien upon the Leased Premises as of the date of termination.

SECTION 8.5. Condemnation. As used in this Section 8.5, the following terms shall have the indicated definitions: (i) "Condemnation Proceeding" shall mean any action or proceeding in which the interest in the Leased Premises or in the improvements is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof, (ii) "Reversion" shall mean Lessor's interest in the Leased Premises and in the improvements thereon, i.e., fee ownership of the Leased Premises subject to Lessee's ownership of the improvements thereon and subject to Lessee's Leasehold Estate in the Leased Premises. In the event the provisions of this Section 8.5 become operable during the initial term of this Lease called for in Section 1.2 hereof, the remaining term of Lessee's Leasehold estate shall, for purposes of this Section 8.5, be taken to be the balance of said initial term plus the entire extended term provided for in Section 2.1 hereof; and

(iii) "Leasehold Estate" shall mean all interests in the Leased Premises and in the improvements thereon, less the Reversion.

If the whole of the Leased Premises and the improvements thereon be taken through Condemnation Proceedings, this Lease shall automatically terminate as of the date of taking and the entire award resulting therefrom shall be divided between Mortgagee, Lessor, and Lessee as follows: Lessor shall receive that portion of the award attributable to the Reversion; Mortgagee shall receive an amount equal to the unpaid principal balance secured by the Mortgage plus accrued interest and any other sums due thereunder; Lessee shall receive any remaining sum.

If only a portion of the Leased Premises or the improvements thereon be taken through Condemnation Proceedings, Lessor shall receive that portion of the award attributable to the Reversion. In the event a Mortgage then affects the Leased Premises, all or any portion of the award attributable to the Leasehold Estate shall be applied toward reduction of the Mortgage debt and/or toward minimizing or compensating for adverse effects on the Leased Premises and improvements which result from the taking, with the amount applied toward each purpose being that specified in a writing delivered to Lessor and Lessee by the Mortgagee. Lessee hereby consents to the Mortgagee's decision concerning the manner in which said award is to be applied and hereby authorizes Lessor to rely upon such decision. That portion, if any, of said award specified by the

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Mortgagee to be used in minimizing or compensating for adverse effects on the Leased Premises and improvements which result from the taking shall be available for use by Lessee under subparagraphs (a) and (b) below. That portion, if any, of said award remaining after deduction of the amounts required by the Mortgagee to be applied toward reduction of the Mortgage debt or toward minimizing or compensating for adverse effects on the Leased Premises and improvements shall be paid to Lessee.

If only a portion of a Leased Premises or the improvements thereon be taken through Condemnation Proceedings Lessee shall, notwithstanding the provisions of the immediately following paragraph of this Section 8.5, not have the right to terminate this Lease without the prior written consent of any Mortgagee interested in the Leased Premises. If such Mortgagee refuses to give such consent or if Lessee does not elect to terminate this Lease after obtaining such consent:

(a) Lessee shall take such steps approved by the Mortgagee and Lessor as may be necessary to minimize or compensate for adverse effects on the Leased Premises and improvements which result from the taking.

(b) All or any portion of the award attributable to the Leasehold Estate shall be applied toward reduction of the Mortgage debt and/or toward minimizing or compensating for adverse effects on the Leased Premises and improvements which result from the taking, with the amount applied toward each purpose being determined by the Mortgagee as aforesaid. Lessee shall receive any remaining sum.

(c) The rent payable hereunder shall, from and after the date of taking, be equitably reduced on the basis of that portion of the Leased Premises and the improvements thereon which remain usable by Lessee.

If a portion of the Leased Premises or the improvements thereon be taken and in Lessee's reasonable judgment the balance is thereby rendered unsuitable for its purposes, Lessee at its option may terminate this Lease by giving Lessor written notice of such election at any time within ninety (90) days after the date of taking. In connection with any such termination, Lessee shall take the steps called for by items (1) through (4) of subparagraph (b) of Section 8.4 above. That portion of the award attributable to the Reversion shall be paid to Lessor. That portion of the award which is attributable to the Leasehold Estate and which is available for such use shall be applied as follows: Lessee shall receive an amount sufficient to enable any necessary clearing of the Leased Premises; if a portion of said award remains thereafter, it shall be paid to the Mortgagee for application against the unpaid principal balance secured by the Mortgage plus accrued interest and any other sums due thereon; and Lessee shall receive any remaining sum. Notwithstanding any such termination, Lessee shall fully perform any obligation under this Lease relating to an event occurring or circumstances existing prior to the date of termination, including the payment of the accrued portion of taxes, contributions in lieu of taxes, assessments or any charges which

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Lessee is obligated to pay under the terms of this Lease which may be a lien upon the remaining portion of the Leased Premises at the date of termination.

ARTICLE IX.

TAXES AND ASSESSMENTS.

SECTION 9.1. Privilege Tax. After January 1, 1984, Lessee shall be subject to the applicable provisions of Section 59-13-73 of the Utah Code Annotated, 1953, as amended (or to such subsequent legislation as may be applicable), and all the terms and conditions as required in said law are made apart of this Lease.

SECTION 9.2. Payment of Taxes and Assessments. The Lessee will pay at its own expense all applicable taxes, charges and assessments against the Leased Premises and improvements during the term of this Lease, including assessments against shares of stock in water companies, water, sewer, and other charges ordinary or extraordinary, foreseen or unforeseen, general or special (hereinafter referred to generally as "Assessments") as shall from and after the date hereof be assessed upon the Leased Premises. Payment of all such Assessments shall be made on or before the last day when payment may be made without interest or penalty. Within thirty (30) days thereafter the Lessee shall submit to the Lessor receipted bills showing the payment of such Assessments. If any Assessment shall not have been made within the required time or within

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thirty (30) days after written request therefor a receipted bill showing the payment thereof shall not have been sent by registered mail or personally presented to the Lessor, then in either event the Lessor may pay the same and the sum paid, together with interest thereon at the rate of prime plus one-half ($\frac{1}{2}$) percent per annum shall constitute additional rent hereunder.

SECTION 9.3. Contesting Taxes. The Lessee may contest in good faith by appropriate proceedings at the Lessee's expense any Assessments and may defer payment thereof provided that the Lessee shall deposit with the Lessor a sum which shall be at least ten (10) percent greater than the amount of the item so contested or deposited with Lessor an irrevocable letter of credit, surety bond or similar assurance of payment in the foregoing amount and also from time to time on demand of the Lessor deposit such additional sum as may be reasonably required to cover interest or penalties accrued or to accrue on any such item. The Lessor may upon thirty (30) days' written notice to the Lessee pay such contested item out of the sum so deposited in case of undue delay in the prosecution of such proceeding or if the protection of the Leased Premises or of the Lessor's interest therein shall in the reasonable judgment of the Lessor require such payment. When any such contested item shall have been paid, any sum so deposited to cover it and not applied to such payment by the Lessor shall be repaid to the Lessee.

The Lessee may, if it shall so desire, endeavor at any time to contest the validity of any Assessment or to obtain a

lowering of the assessed valuation upon the Leased Premises for the purpose of reducing any assessment. In such event the Lessor shall offer no objection and at the request of the Lessee but without expense to the Lessor will cooperate with the Lessee. If requested by the Lessee and provided that it will not in the reasonable judgment of the Lessor incur any expense or liability thereby the Lessor will execute any document which may be necessary and proper for any such proceeding. Any such refund shall be the property of the Lessee to the extent to which it may be based upon the payment of any assessment made by the Lessee.

SECTION 9.4. Payment to Lessor. In case any person or entity to whom any such sum is directly payable by the Lessee under any of the provisions of this Lease shall refuse to accept payment of such sum from the Lessee, the Lessee shall thereupon give written notice of such fact to the Lessor and shall pay such sum directly to the Lessor at the office of the Lessor at such place or to such agent as the Lessor from time to time may designate to the Lessee and the Lessor shall thereupon pay such sum to such person or entity.

SECTION 9.5. Lessor Not Liable for Taxes. It is understood that the Lessor shall in no way be liable or responsible for any tax or assessment against property, whether it be real, personal or mixed.

ARTICLE X.

UTILITIES AND OTHER SERVICES.

SECTION 10.1. Obligation of Lessee. The Lessor shall not be required to furnish to the Lessee any service of any kind such as, but not limited to, heat, water, power and security and shall not be liable for the failure of any such service. The Lessee shall pay all charges for such services and shall indemnify the Lessor against any liability on account thereof.

ARTICLE XI.

UTILITY EASEMENT AND IMPROVEMENTS.

SECTION 11.1. Right to Enter. Lessor expressly reserves the right of itself and/or any public utility to enter upon the Leased Premises for the purposes of installing, using, maintaining, renewing and replacing such underground water, oil, gas, steam, sewer and other pipe lines and telephone, electric, power and other lines and conduits and Lessor and/or public utility may deem desirable in connection with the development or use of any other property in the neighborhood of the land hereby leased, provided that such entry and such work shall not interfere with Lessee's use and development of the Leased Premises and any building, structure or improvements thereon and provided that except for emergencies requiring immediate actions, Lessee will receive thirty (30) days' written notice of any such entry. In the event that this right is exercised the public utility shall restore the land and its improvements including landscaping to its original condition.

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ARTICLE XII.

MECHANICS' AND OTHER LIENS.

SECTION 12.1. Mechanics' Lien Claims. Lessee covenants and agrees to keep all of the Leased Premises and every part thereof and all buildings and other improvements thereon free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Leased Premises for or in connection with any operations of Lessee, any alterations, improvements or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for or permitted by Lessee on or about the Leased Premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold Lessor and all of the premises and all buildings and improvements thereon free and harmless of and from any and all liens and claims of liens and suits or other proceedings pertaining thereto.

SECTION 12.2. Interest of Lessor. No mechanics' or materialmen's liens or mortgages, or deeds of trust (other than mortgages on Lessee's interest in the Leased Premises and the buildings and other improvements thereon) or other liens of any character whatsoever created or suffered by Lessee shall in any way, or to any extent, affect the interest or right of Lessor in any building or other improvements on the Leased Premises, or

attach to or affect its title to or right in the Leased Premises, except as might be specifically provided under the terms and conditions of this Lease.

SECTION 12.3. Contesting Claims. Lessee shall not be required to pay or discharge any mechanics' or other lien so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, that Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and shall give Lessor security in the form of a surety bond or in form otherwise reasonably acceptable to Lessor in an amount equal to 110% of the amount of such contested lien claim with interest thereon.

ARTICLE XIII.

INDEMNITY.

SECTION 13.1. Indemnity of Lessor. Lessee covenants and agrees that the Lessor shall not except in the event and the extent of Lessor's willful misconduct or gross negligence at any time or to any extent be liable, responsible or in any wise accountable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee, its employees or by any person whomsoever who may at any time be using or occupying or visiting the Leased Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any wise result from or arise out of any act, omission or negligence of Lessee, its employees

or agents or of any occupant, subtenant, visitor or user of any portion of the Leased Premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and except in the event and the extent of Lessor's willful misconduct or gross negligence Lessee shall further indemnify, defend, hold and save harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage, except those arising by reason of the negligence of Lessor, its agents or employees. Except in the event and the extent of Lessor's misconduct or gross negligence, Lessee waives all claims against Lessor for damages to the building and improvements that are hereafter placed or rebuilt upon the Leased Premises, and for injuries to persons or property in or about the Leased Premises, from any cause arising at any time, except those arising by reason of the negligence of the Lessor, its agents or employees.

ARTICLE XIV.

INSURANCE.

SECTION 14.1. Fire and Extended Coverage. Lessee shall, at its sole expense, obtain and keep in force during the term of this Lease fire and extended coverage insurance on all buildings and improvements that are hereafter placed or built upon the Leased Premises. The Lessor shall be named as a co-insured with Lessee. The amount of such insurance shall not be

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less than ninety (90) percent of the replacement value of said building and improvements. Lessee waives as against Lessor any and all claims and demands, of whatsoever nature, for damages, loss or injury to the buildings and improvements that are hereafter placed or built upon the Leased Premises and to the property of Lessee in, upon or about the Leased Premises which shall be caused by or result from fire and/or other perils, events or happenings which are subject of extended coverage insurance. Lessee further agrees that each such policy of fire and extended coverage insurance and all other policies of insurance on the Leased Premises shall specifically waive the Lessee's insurer's right of subrogation against Lessor.

The term "replacement value" shall be determined at the time the fire and extended coverage insurance is initially taken out, and Lessee shall promptly notify Lessor in writing of such determination and deliver a copy of said insurance policy, provided that Lessor or Lessee may at any time, but not oftener than once every five years by written notice to the other, require the full insurable value of said buildings and improvements to be redetermined, whereupon such redetermination shall be made promptly and each party promptly notified in writing of the results thereof.

SECTION 14.2. Other Insurance. During the term of this Lease the Lessee shall procure and maintain in full force and effect (i) bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per

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person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of Lessee with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof, (ii) property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) per accident, and (iii) insurance on all boilers and other pressure vessels, whether fired or unfired, located in the Leased Premises in the sum of not less than One Hundred Thousand Dollars (\$100,000.00). All of such insurance shall provide coverage to insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property subject of this Lease Agreement.

SECTION 14.3. Determination of Limits. In the event that either party shall at any time deem the limits of any of such insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree upon the proper and reasonable limits for such insurance then to be carried. If the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance then to be carried shall be determined by an impartial third person selected by the parties or, should they be unable to agree upon a selection, by an impartial third person chosen by the Presiding Judge of the Third Judicial District Court in and for Salt Lake County, State of Utah, upon application by either party made after five (5) days written notice to the other party of the time and place of

such application, and the decision of such impartial third person as to such limits then to be carried shall be binding upon the parties. Such insurance shall be carried with the limits as thus agreed upon or determined until such limits shall again be changed pursuant to the provisions of this paragraph. The expenses of such determination shall be borne equally by Lessor and Lessee.

SECTION 14.4. Parties Covered. The Lessor shall be named as an insured as its interest may appear. The fire and extended coverage insurance shall contain a standard mortgage clause naming the Mortgagee. Any loss adjustment shall require the written consent of the Lessor, Lessee, and Mortgagee. All policies provided for in this paragraph shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor and Mortgagee. Upon the issuance of a policy each such policy or a duplicate or certificate thereof shall be delivered to Lessor for retention by it.

ARTICLE XV.

ASSIGNMENT AND SUBLEASES.

SECTION 15.1. Sublease, Assignment, Successors and Assigns.

(a) Voluntary Assignment.

Lessee agrees not to sublet the whole or any part of the Leased Premises or to sell, assign or transfer this Lease

or any part or portion of the term hereby created or any interest therein or to permit the use of the Leased Premises except for Lessee's own purposes without having first obtained the consent in writing of Lessor, which consent Lessor agrees shall not be unreasonably withheld, and in case such consent is given no subsequent similar transaction shall be entered into by Lessee without again obtaining the written consent of Lessor.

A true copy of the documents evidencing such assignment shall be delivered to Lessor and any Mortgagee within ten (10) days after such recording, together with the address of such assignee.

Lessee covenants that it will not make any assignment of this Lease, except in the manner and upon the conditions set forth above, other than as collateral security to any Mortgagee.

(b) Involuntary Assignment.

Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee hereunder in the Leased Premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect.

Without limiting the generality of the provisions of the preceding paragraph, Lessee covenants and agrees that in the event any proceedings under the Bankruptcy Act or any

amendment thereto be commenced by or against Lessee, and, if against Lessee, said proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization, or in the event Lessee be adjudged insolvent or make an assignment for the benefit of its creditors, or if a writ of attachment or execution be levied on the Leasehold Estate hereby created and be not released or satisfied within forty-five (45) days thereafter, or if a receiver be appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Leased Premises or the business conducted thereon by Lessee, and such receiver be not discharged within a period of forty-five (45) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, and with written notice Lessor may terminate this Lease and also all rights of Lessee under this Lease and in and to the Leased Premises and also all rights of any and all persons claiming under lessee and retake possession thereof.

SECTION 15.2. Release of Lessee's Liability. If an assignment shall be made by Lessee or any successor of Lessee after complying with the conditions and in the manner set forth in Section 15.1(a), the assignee shall be subject to the same terms and conditions as to future assignments, and to all the.

covenants, agreements, provisions and conditions contained in this Lease, and Lessee or any successor herein so assigning and conveying shall thereafter be forever released and discharged from this Lease and from the agreements and covenants contained in this Lease.

SECTION 15.3. Limitations on Sublease. All subleases entered into demising all or any part of the building or the land shall be expressly subject and subordinate to this Lease.

ARTICLE XVI.

WAIVER.

SECTION 16.1. Limitations on Waiver. Lessee further covenants and agrees that if Lessor fails or neglects for any reason to take advantage of any of the terms hereof providing for the termination of this Lease or for the termination or forfeiture of the estate hereby demised, or if Lessor, having the right to declare this Lease terminated or the estate hereby demised, terminated or forfeited, shall fail so to do, any such failure or neglect of Lessor shall not be or be deemed or be construed to be waiver of any cause for the termination of this Lease or for the termination or forfeiture of the estate hereby demised subsequently arising, or as a waiver of any of the

covenants, terms or conditions of this Lease or of the performance thereof. None of the covenants, terms or conditions of this Lease can be waived except by the written consent of Lessor.

ARTICLE XVII.

INSPECTION OF PREMISES.

SECTION 17.1. Right of Lessor to Inspect. Lessor shall be entitled at all reasonable times to go on and into the Leased Premises for the purposes of inspecting the said premises and inspecting the performance by Lessee of the terms and conditions of this Lease, including the Protective Covenants.

ARTICLE XVIII.

LESSOR'S DEFENSE OF ACTIONS.

SECTION 18.1. Right to Defend. If the Lessee is required to defend any action or proceeding pursuant to any such occurrence, to which the Lessor is made a part, the Lessor shall be entitled to appear, defend or otherwise take part in the matter involved at its election by counsel of its own choosing, providing such action by the Lessor does not limit or make void any liability of any insurer of the Lessor or Lessee hereunder in respect to the claim or matter in question.

ARTICLE XIX.

NO GENERAL OBLIGATION AGAINST THE STATE OF UTAH
OR THE UNIVERSITY OF UTAH.

SECTION 19.1. Limitation on Lessor's Obligations. It is understood and agreed that no terms and conditions in this contract shall be construed to create or establish any general financial obligation for a deficiency judgment against the State of Utah and/or the University of Utah.

ARTICLE XX.

DEFAULT PROVISIONS.

SECTION 20.1. Events of Default. The following events are hereby defined as "Events of Default":

(a) The failure of Lessee to pay any installment of rent, or any other payments or deposits of money as herein provided or required, when due and the continuance of such failure for a period of fifteen (15) days after notice thereof in writing;

(b) The failure of tenant to perform any of the other covenants, conditions and agreements of this Lease on the part of Lessee to be performed, and the continuance of such failure for a period of sixty (60) days after notice in writing thereof from Lessor to Lessee (which notice shall specify the respects in which Lessor contends that Lessee has failed to perform any of such covenants, conditions and agreements) unless, with respect to any default which cannot be cured within

sixty (60) days, Lessee, or any person holding by, through or under Lessee, in good faith, promptly after receipt of such written notice, shall have commenced and thereafter continue diligently to prosecute all action necessary to cure such default;

(c) (i) The filing of an application by Lessee for a consent to the appointment of a receiver, trustee or liquidator of itself or of all of its assets, (ii) the filing by Lessee of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due, (iii) the making by Lessee of a general assignment for the benefit of creditors, (iv) the filing by Lessee of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding; and

(d) The entry of an order, judgment or degree by any court of competent jurisdiction, adjudicating Lessee a bankrupt, or appointing a receiver, trustee or liquidator of it or all its assets, and such order, judgment or degree continuing unstayed and in effect for any period of sixty (60) consecutive days.

SECTION 20.1. Remedies in Event of Default. Lessor may treat any one or more of the Events of Default (defined in Section 20.1. hereof) as a breach of this Lease and thereupon at its option by serving written notice by certified mail on Lessee and on Leasehold Mortgagees at their last known addresses

(such notice not to be effective unless served on both Lessee and Leasehold Mortgagees) of which Lessor shall have received notice in writing, Lessor shall have, subject to the provisions in Section 3.5 hereof, in addition to all other remedies provided by law, one or more of the following remedies:

(a) Lessor may terminate this Lease and the term created hereby, in which event Lessor may forthwith repossess the land and building and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and other sums provided to be paid by Lessee for the balance of the stated term of this Lease less the rental value of the land and building received for said period in the event said land and improvements are re-rented, and any other sum of money and damages due or to become due to Lessor from Lessee.

(b) Lessor may terminate Lessee's right of possession and may repossess the land and building by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Lessee (except as hereinabove expressly provided) and without terminating this Lease, in which event Lessor may, but shall be under no obligation so to do, relet all or any part of such property for such rent and upon such terms and shall be satisfactory to Lessor (including the right to relet the land and building for the term greater or lesser than that remaining under the stated term of this Lease and the right to relet the land and building as a part of a larger area and the right to change the character or use made of the premises). For

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the purpose of such reletting, Lessor may make any repairs, changes, alterations or additions in or to the land and building that may be necessary or convenient; and if Lessor shall fail or refuse to relet the premises, or if the land and building are relet and a sufficient sum shall not be realized from such reletting, after paying all the costs and expenses of such repairs, changes, alterations and additions and the expense of such reletting and the collection of the rent accruing therefrom, to satisfy the rent above provided to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the rent reserved in this Lease for such period or periods, or, if the premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time; and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this paragraph from time to time and that any suit or recovery of any portion due Lessor hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor.

(c) The Lessor may take possession of the premises including all improvements and pay and fully discharge any mortgages or outstanding loans or obligations at which time the University of Utah would be the sole owner of the real property and all improvements thereon.

(d) Upon the termination of this Lease and the term created hereby, or upon the termination of Lessee's right

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of possession, whether by lapse of time or at the option of Lessor, as aforesaid, Lessee will at once surrender possession of the land and building to Lessor and remove all effects therefrom; and if such possession be not immediately surrendered, Lessor may forthwith re-enter the land and building and repossess itself thereof as of its former estate and remove all persons and their effects, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

ARTICLE XXI.

QUIET ENJOYMENT.

SECTION 21.1. Quiet Enjoyment. Lessor warrants that Lessee, upon paying the rent and all impositions and other charges herein provided for and performing all the covenants and conditions of this Lease, shall lawfully and quietly occupy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any persons claiming under Lessor and that Lessor has good right to make this Lease for the full term hereby granted. Specifically, but not in limitation of the foregoing, Lessor warrants that Lessee may conduct upon the Leased Premises the business of a hotel, conference center and restaurants and all functions incidental thereto in the manner that is customary in the hotel industry subject to the terms and conditions of this Lease and all applicable federal, state and local laws and ordinances.

ARTICLE XXII.

DELIVERY OF POSSESSION OF PREMISES.

SECTION 22.1. Lessor's Obligation to Deliver. Lessor agrees to deliver possession of the Leased Premises to lessee upon delivery of this Lease by Lessor to Lessee, and if the Leased Premises are at such date occupied by any person, whether under claim of right emanating from Lessor, or otherwise, Lessor shall at its sole cost and expense remove any such person from the Leased Premises.

ARTICLE XXIII.

ATTORNEY'S FEES.

SECTION 23.1. Right to Recover Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as a part of prevailing party's costs a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE XXIV.

LESSEE'S FIXTURES.

SECTION 24.1. Right to Remove Certain Fixtures. Lessee, at any time when Lessee is not in default hereunder may,

and upon termination of this Lease if so requested in writing by Lessor shall, remove from the Leased Premises any fixtures or equipment installed thereon by Lessee, whether or not such fixtures are fastened to the building or other improvements located upon the Leased Premises and regardless of the manner in which they are fastened, provided, however, that under no circumstances shall any fixtures be removed without Lessor's written consent if (a) such fixtures or equipment are used in the operation of any building or improvement upon the Leased Premises, or (b) the removal thereof would result in impairing the structural strength of any building or improvement upon the Leased Premises. Lessee shall fully repair any damage occasioned by the removal of any such fixtures and shall leave the buildings and improvements in good, clean and neat condition.

ARTICLE XXV.

SHORT FORM OF LEASE.

SECTION 25.1. Record Short Form. This lease shall not be recorded, but Lessor and Lessee agree to execute a Short Form Lease containing the name of the parties, the legal description of the land, and the term of the Lease.

ARTICLE XXVI.

TIME OF THE ESSENCE.

SECTION 26.1. Time of the Essence. Time is to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

ARTICLE XXVII.

NOTICE.

SECTION 27.1. Method of Giving Notice. Any notice given under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom notice is deemed to have been given upon the date of mailing. The Lessor designates its address as

Director, Research Park
Research Park Office
505 Wakara Way
Salt Lake City, Utah 84108

The Lessee hereby designates its address as

Process Agent as filed with the
Secretary of State, State of Utah.

with copy to
Lessee

ARTICLE XXVIII.

REMEDIES CUMULATIVE.

SECTION 28.1. Lessor's Remedies Cumulative. All remedies herein before and hereafter conferred upon Lessor shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

ARTICLE XXIX.

LEASE CONSTRUED AS A WHOLE.

SECTION 29.1. Construction of Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee.

ARTICLE XXX.

MEANING OF TERMS.

SECTION 30.1. Gender and Number. Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular number shall include the plural.

ARTICLE XXXI.

BENEFIT.

SECTION 31.1. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first above written.

LESSOR:

UNIVERSITY OF UTAH

By: Walter G. Gremi

V.P. for Administrative Services

APPROVED AS TO FORM
DAVID L. WILKINSON
Attorney General

By: William H. ...

LESSEE:

By: ...

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

On this 11th day of June, 1985, personally appeared before me Walter P. Gnemi who being by me duly sworn did say that he is the Vice President of the University of Utah, that he is the person who executed the foregoing Lease Agreement on behalf of the UNIVERSITY OF UTAH, a body politic and corporate, that he was authorized to so execute said instrument pursuant to a resolution of the UNIVERSITY OF UTAH INSTITUTIONAL COUNCIL adopted on November 5, 1984, and Walter P. Gnemi acknowledged to me that said University of Utah executed the foregoing Lease Agreement.

[Signature]
Notary Public

Residing at: Salt Lake County

My Commission Expires:
10-14-85

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

On this 7th day of June, 1985, personally
appeared before me H. ROGER BOYER, who duly
acknowledged to me that he executed the foregoing Lease Agree-
ment as one of the general partners in UNIVERSITY INN ASSOCIATES,
a Utah limited partnership.

My Commission Expires:

4/28/89

Debra L. Belli
Notary Public
Residing in Salt Lake City, Utah

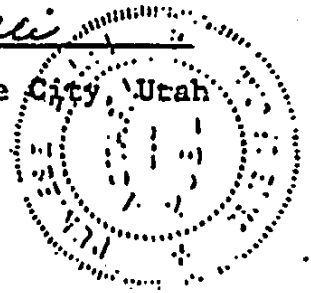


EXHIBIT B

Legal Description:

BEGINNING at a point which lies South 49°00'00" East 93.11 feet from Point No. 7 B.L.M. Survey of Parcel No. 1 of Tract D in Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said Point No. 7 being 1,464 feet North and 4,643 feet West, more or less, from the Southeast corner of said Section 3), and running thence South 49°00'00" East 463 feet; thence North 41°00'00" East 275.95 feet; thence along a 1,143 foot radius curve to the left a distance of 199.49 feet; thence North 31°00'00" East 220.90 feet; thence North 59°00'00" West 435.6 feet; thence South 37°21'42" West 342.02 feet; thence South 41°00'00" West 275.0 feet to the point of BEGINNING.

Containing 6.896 acres more or less including a ten-foot utility easement within and around the boundary of the described property.

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: SHARON WEST , DEPUTY
LANDMARK TITLE