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David Baird
Overland Development Corp.
311 S. State, Suite 280
Salt Lake City, Utah 84111

03/07/2001 04:32 PM 19.00
Book - 8432 Pg - 2743-2747
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
BY: RDJ, DEPUTY - WI 5 P.

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AMENDMENT TO
AMENDED AGREEMENT FOR EXCLUSIVE USE OF PARKING AREA

THIS AMENDMENT to the Amended Agreement for Exclusive Use of Parking Area is made and entered into this 29th day of December, 2000 by and between Renaissance Apartment Suites, a Utah limited partnership (hereafter "RAS") and Third West Lodging Associates, L.C., a Utah limited liability company (hereafter "Third West").

RECITALS

A. Third West is the owner of an 118 room hotel facility located in Salt Lake City, Salt Lake County, Utah located on real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereafter the "Marriott Residence Inn").

B. RAS is the owner of a 60-Unit apartment suite complex located in Salt Lake City, Salt Lake County, Utah, located on real property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (hereafter "Renaissance Apartment Suites").

C. Renaissance Lodging Associates, Ltd., a Utah limited partnership, the former owner of the Marriott Residence Inn and RAS entered into an Amended Agreement for Exclusive Use of Parking Area dated May 28, 1996 (hereafter the "Amended Agreement").

D. Renaissance Lodging Associates, Ltd and RAS were related entities under which it did not matter to such parties who was obligated for the maintenance of the 17 parking spaces described in the Amended Agreement.

E. As a result of the acquisition of the Marriott Residence Inn by Third West, RAS and Third West desire to amend the Amended Agreement to provide for the maintenance of the 17 parking spaces described in the Amended Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Paragraph 3 of the Amended Agreement shall be amended to read as follows:

3. Maintenance and Insurance. Third West shall be obligated to keep and maintain the 17 parking spaces clean and in good order, condition and repair. RAS shall pay to Third West the expenses associated with the maintenance and repair of the 17 parking spaces, including, but not limited to striping, asphalt repair, snow removal and

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Associated Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

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general maintenance. Third West, at its cost, shall include the 17 parking spaces on any property or casualty insurance for the Marriott Residence Inn. Third West and RAS, at their respective expenses, shall each include the 17 parking spaces in their respective public liability insurances.

2. The legal descriptions for the Agreement for Exclusive Use of Parking Area and the Amended Agreement for Exclusive Use of Parking Area shall be substituted to be and shall hereafter be as set forth on Exhibits A and B attached hereto.

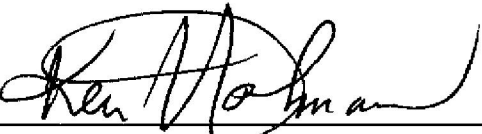
3. Except as otherwise provided, the Amended Agreement shall remain in full force and effect.

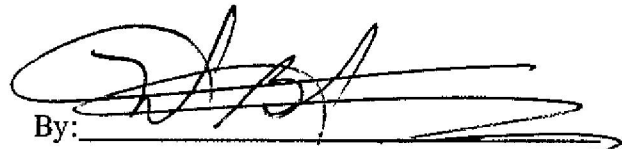
IN WITNESS WHEREOF the parties have executed this Amendment as of the date and year first above written.

Renaissance Apartment Suites, Ltd.
a Utah limited partnership

Third West Lodging Associates, L.C.,
a Utah limited liability company

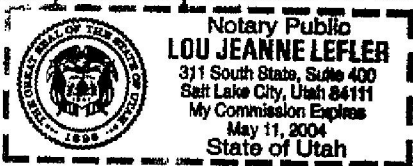
By: Overland Development Corporation
a Utah corporation, General Partner

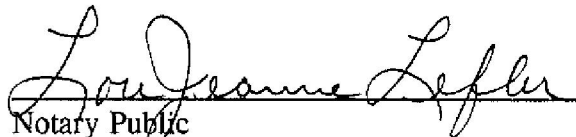
By: 
Kenneth Holman, President

By: 
William M. Bancroft, Manager

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

On this 29 day of December , 2000, personally appeared before me Kenneth Holman, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the President of Overland Development Corporation, the General Partner of Renaissance Apartments Suites, Ltd. a Utah limited partnership and that said document was signed by him in behalf of said corporation and said limited partnership, and said Kenneth Holman acknowledged to me that said corporation and limited partnership executed the same.

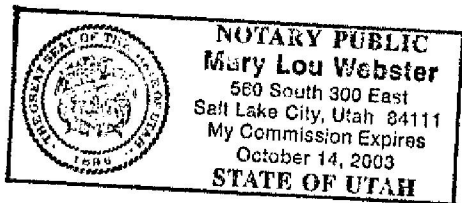



Notary Public

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

On this 29 day of December , 2000, personally appeared before me William M. Bancroft, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Manager of Third West Lodging Associates, L.C., a Utah limited liability company and that said document was signed by him in behalf of said limited liability company, and said William M. Bancroft acknowledged to me that said limited liability company executed the same.



[Handwritten Signature]

Notary Public

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EXHIBIT "A"

HOTEL PARCEL

BEGINNING at the Southeast corner of the intersection of 300 South and 300 West Streets, said point being the Northwest corner of Block 49, Plat "A", Salt Lake City Survey, and running thence North $89^{\circ}58'01''$ East along the South right of way line of 300 South Street 300.66 feet; thence South $0^{\circ}01'06''$ East 207.66 feet; thence South $89^{\circ}58'01''$ West 135.66 feet; thence South $0^{\circ}01'06''$ East 204.67 feet; thence South $89^{\circ}58'01''$ West 33.00 feet; thence South $0^{\circ}01'06''$ East 0.17 feet; thence South $89^{\circ}58'01''$ West 132.00 feet to the East right of way line of 300 West Street; thence North $0^{\circ}01'06''$ West along said East line 412.50 feet to the point of BEGINNING.

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EXHIBIT "B"

HOUSING PHASE THREE PARCEL

BEGINNING at a point on the South right of way line of 300 South Street, said point being North 89°58'01" East 340.66 feet from the Northwest corner of Block 49, Plat "A", Salt Lake City Survey, and running thence South 0°01'06" East 257.00 feet; thence South 89°58'01" West 15.33 feet; thence South 0°01'06" East 238.00 feet; thence South 89°58'01" West 160.33 feet; thence South 0°01'06" East 8.25 feet; thence South 89°58'01" West 33.00 feet; thence North 0°01'06" West 90.92 feet; thence North 89°58'01" East 33.00 feet; thence North 0°01'06" West 204.67 feet; thence North 89°58'01" East 135.66 feet; thence North 0°01'06" West 207.66 feet; thence North 89°58'01" East 40.00 feet to the point of BEGINNING.

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