

MODIFICATION TO DEVELOPMENT AGREEMENT

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JAN 11 2002

11-448-0035

This Modification to the Development Agreement is made and entered into this 5th of June, 2001, by and between KAYSVILLE CITY CORPORATION, a Utah municipal corporation, of 23 East Center Street, Kaysville, Utah 84037 (hereinafter referred to as "Kaysville City") and KBP WAREHOUSE GROUP, LC, of 4885 South 900 East, Suite 208, Salt Lake City, Utah 84117 (hereinafter referred to as the "Owner").

RECITALS

- A. On June 6, 2000, Kaysville City and RealCorp Facility Development, Inc. entered into a Development Agreement with respect to Lot 35, Kaysville Business Park 34.
- B. Said Lot 35 was subsequently transferred to KBP Warehouse Group, LC.
- C. The parties are desirous of modifying said Development Agreement to replace RealCorp Facility Development, Inc. with KBP Warehouse Group, LC as Owner.
- D. The parties are desirous of modifying Paragraph 4 of said Development Agreement to extend the time in which to begin development of said Lot 35 to facilitate better development.
- E. The parties are now willing to enter into this Modification to Development Agreement for the purpose of modifying said provisions.

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 JAN 11 10:28 AM FEE 16.00 DEP SW
REC'D FOR KAYSVILLE CITY CORP

AGREEMENT

In consideration of the mutual promises, covenants and conditions set forth in the Development Agreement, and this Modification to Development Agreement and other good and valuable consideration, it is agreed that the Development Agreement is modified, altered and changed in the following respects only:

1. The Owner is changed to KBP WAREHOUSE GROUP, LC throughout said Development Agreement and KBP WAREHOUSE GROUP, LC, accepts the Development Agreement and agrees to be bound by, and to assume all of RealCorp Facility Development, Inc.'s duties and obligations under the Development Agreement.

2. Paragraph 4 as presently written in the Development Agreement is hereby deleted and a new and revised Paragraph 4 is hereby adopted to read as follows:

4. DEVELOPMENT OF PROPERTY BY OWNER

A. Owner agrees that upon receipt of fee simple title to the Property, to initiate construction of a 40,000 square foot or larger building and site improvements thereon by January 1, 2002, to prosecute construction of the proposed building and improvements thereon as soon as reasonably practicable and to complete said building and improvements by December 6, 2002.


B. The building and other improvements to be built on the Property shall be as shown on Exhibit "B" hereto, and by reference made a part hereof, and shall comply with all Kaysville City building codes and development requirements and shall be in compliance with the standards of the Kaysville Business Park. The building shall be accepted and approved by the Architectural Review Committee.

C. In the event Owner, its successors or assigns, does not initiate construction of the building and site improvements by the date specified, or complete construction of the building and site improvements by the date specified, Kaysville City shall have the option to have Owner reconvey the Property to Kaysville City, free of debt and encumbrances, for and in consideration of the payment by Kaysville City to Owner of the Purchase Price. Such option shall be exercised in writing by Kaysville City after the dates to initiate construction or complete construction as applicable.


3. All other terms and provisions of the Development Agreement shall remain in full force and effect and are unaffected by the terms and provisions of this Modification to Development Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.


KBP WAREHOUSE GROUP, LC

By: 
JOHN TEBBS
Authorized Member

KAYSVILLE CITY CORPORATION
A Utah municipal corporation

By: 
BRIAN D. COOK
Mayor

ATTEST:

By: 
LINDA ROSS
City Recorder

STATE OF UTAH)
)
COUNTY OF Wasatch) ss.

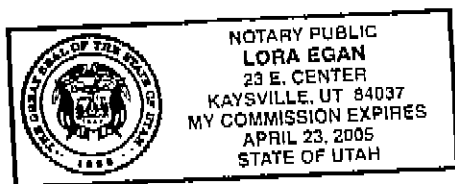
On the 9 day of July, 2001, personally appeared before me, JOHN TEBBS, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Jamie Spangl
Notary Public
Residing at: Wasatch County
My Commission Expires: 3-10-2005

STATE OF UTAH)
)
COUNTY OF DAVIS) ss.

On the 16 day of JULY, 2001, personally appeared before me BRIAN D. COOK and LINDA ROSS, who being by me duly sworn did say, each for himself and herself, that he, the said Brian D. Cook, is the Mayor of Kaysville City, and she, the said Linda Ross, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said Brian D. Cook and Linda Ross each duly acknowledged to me that the said Kaysville City executed the same and that seal affixed is the seal of the said Kaysville City.



Lora Egan
Notary Public
Residing at: Kaysville
My Commission Expires: 4/23/2005