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RECORDED FOR WESTERN STATES TITLE COMPAN

NOTICE AND MEMORANDUM OF
ASSIGNMENT OF PARKING RIGHTS

WGT # 25812/87610

THIS NOTICE AND MEMORANDUM OF ASSIGNMENT OF PARKING RIGHTS is made and entered into as of this 11 day of October, 1990, by and between BOYER CENTER STREET LTD., a Utah limited partnership, of 127 South 500 East, Suite 310, Salt Lake City, Utah 84102 ("Borrower"), and VALLEY BANK AND TRUST COMPANY of 1325 South Main Street, Salt Lake City, Utah 84115 ("Lender").

WITNESSETH:

IN CONSIDERATION of and as security for a loan transaction between Borrower and Lender, the Lender has taken an assignment and security interest of the Borrower's rights in the 60 parking stalls in the Excelsior Parking Garage (the "parking stalls") subject to payment of the pro rata share of operation and maintenance costs for such assigned parking stalls. The rights to such parking stalls are granted to the Borrower pursuant to that Joint Development Agreement between the Provo City Redevelopment Agency, the City of Provo, Utah, and the Borrower and dated June 26, 1990.

The parking stalls, which are the subject of the rights granted to the Borrower and assigned to the Lender, are situated in the Excelsior Parking Garage which is situated on real property in Provo City, County of Utah, Utah, and more particularly described on Exhibit "A" attached hereto.

The assignment and security interest to the Lender is for the purpose of securing the performances by the Borrower of all of its obligations under a Loan Agreement, Note and security agreements (the "Loan Documents") between the Borrower and the Lender. The Loan Documents are the complete agreements of the Lender and the Borrower with respect to the loan transaction. This Notice and Memorandum shall not be deemed to modify any of the provisions of the Loan Documents, but rather, ratify and affirm the assignment and security interest of the Lender in the parking rights, NOT TO EXCEED THE TERM OF THE PERMANENT FINANCING WITH VALLEY BANK AND TRUST COMPANY OF 1325 SOUTH MAIN STREET, SALT LAKE CITY, UTAH 84115.

ARB [Signature]

IN WITNESS WHEREOF, the parties have caused this Notice and Memorandum of Assignment of Parking Rights to be executed as of the above-stated date.

LENDER:

VALLEY BANK AND TRUST COMPANY

By: *[Signature]*

Title: *Vice Pres.*

BORROWER:

BOYER CENTER STREET LTD.,
a Utah limited partnership

By: Its Sole General Partner:
THE BOYER COMPANY, a Utah
corporation

By: *[Signature]*

Title: CHAIRMAN

Acknowledged and Accepted this 11TH day of
OCTOBER, 1990.

PROVO CITY REDEVELOPMENT
AGENCY

CITY OF PROVO, UTAH, a
municipal corporation

By: *[Signature]*

Title: MAYOR

By: *[Signature]*

Title: MAYOR

Approved as to form and legality
this 11TH day of OCTOBER, 1990.

By: *[Signature]*

City Attorney

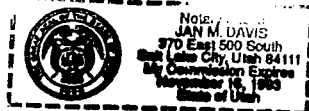
By: _____

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

The foregoing NOTICE AND MEMORANDUM OF ASSIGNMENT OF
PARKING RIGHTS was acknowledged before me this 11th day of
October, 1990, on behalf of the BOYER CENTER STREET LTD.,
a Utah limited partnership by H ROGER BOYER, the
CHAIRMAN of The Boyer Company, a Utah corporation, the sole
general partner of the BOYER CENTER STREET LTD.

My Commission Expires:
November 16, 1993

[Signature]



NOTARY
Residing at:

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

The foregoing NOTICE AND MEMORANDUM OF ASSIGNMENT OF
PARKING RIGHTS was acknowledged before me this 11th day of
Oct 1990, on behalf of VALLEY BANK AND TRUST COMPANY
by Paul Thurston, the Vice Pres. of Valley Bank and
Trust Company.

Margaret West
NOTARY PUBLIC
Residing at:


My Commission Expires:
 Notary Public
MARGARET WEST
1326 South Main
Salt Lake City, Utah 84115
My Commission Expires
September 20, 1993
State of Utah

Exhibit "A"

BEGINNING at the Northeast corner of Block 68, Plat "A", PROVO CITY SURVEY OF BUILDING LOTS, Provo, Utah; thence South along the West right-of-way line of 100 West Street 266.70 feet; thence West parallel with the North right-of-way line of Center Street, 120.00 feet; thence North 266.70 feet to the South right-of-way line of 100 North Street; thence East along the South right-of-way line of said 100 North Street 120.00 feet to the point of BEGINNING.