

WHEN RECORDED, RETURN TO:
KIRTON & McConkie
Attn: Richard R. Neslen
P.O. Box 45120
Salt Lake City, UT 84145-0120

6416156
07/29/96 4:52 PM 57.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: D KILPACK DEPUTY - WI

CROSSROADS PLAZA
FIRST AMENDMENT OF GROUND LEASE

TRIBE / ISAACSON LEASE

PROPERTY RESERVE -- TRIBE / ISAACSON EXCHANGE AGREEMENT

6416156

THIS FIRST AMENDMENT OF GROUND LEASE (the "First Amendment") is dated as of this 30 day of JUNE, 1996, by and between Crossroads Plaza Associates, a Utah joint venture ("Crossroads"), Commercial Tower Associates, a Utah joint venture ("CTA") (Crossroads and CTA are together referred to herein as the "Tenants") and Royal L. Tribe, Joyce T. Tribe, Richard A. Isaacson and Jean R. Isaacson (collectively, the "Landlord").

RECITALS:

A. On or about January 26, 1978, Landlord and Crossroads as Tenant entered into a certain Ground Lease (the "Ground Lease"). The Ground Lease covers the land and appurtenant rights more particularly described in Exhibit A (the "Original Land").

B. The Ground Lease has been amended by that certain Segregation of Ground Lease dated as of November 18, 1980 (the "First Segregation"). The First Segregation had the effect of creating the following two separate and independent ground leases: the "Tower Parcel Ground Lease," covering the "Estate in the Tower," (as defined in that certain Description of the Estates in the Tower and the Balance dated November 17, 1980 (the "Air Rights Document")) to the extent that such estate is located on or otherwise affects or involves the Original Land (the "Tower Parcel"), and the "Remaining Parcel Ground Lease," covering the "Estate in the Balance," (as defined in the Air Rights Document) to the extent that such estate is located on or otherwise affects or involves the Original Land (the "Remaining Parcel"). The Ground Lease, as amended by the First Segregation, and the Tower Parcel Ground Lease and the Remaining Parcel Ground Lease created thereby, are hereinafter referred to as the "Amended Ground Leases".

C. Crossroads is the owner of the Crossroads Mall and the tenant under the Remaining Parcel Ground Lease. CTA is the owner of the Key Bank Tower and the tenant under the Tower Parcel Ground Lease.

D. The parties to the Amended Ground Leases now desire to further amend the Amended Ground Leases in order to modify the leased premises covered thereby and in order to amend certain other provisions thereof which will be affected by said modification.

FIRST AMERICAN TITLE
NCM# 4/S899

EX 745381063

THE PARTIES AGREE AS FOLLOWS:

1. Modification of the Leased Premises. The description of the real property covered by the Amended Ground Leases, as set forth in Section 1 of the Amended Ground Leases, entitled "Leased Premises", is hereby amended, such that the real property leased, demised and let unto Tenants by Landlord under the Amended Ground Leases is that described in Exhibit B attached hereto.

2. Additional Amendments to Amended Ground Leases. In order to clarify the effect of paragraph 1 of this First Amendment, the following amendments to the Amended Ground Leases are hereby agreed to by Landlord and Tenants:

a. Revisions in Section 1 Entitled "Leased Premises". The term "Tract" as used in the Amended Ground Leases shall, except to the extent that a contrary intention is expressed in the following provisions of this instrument, mean and refer to the real property described in paragraph 1 hereof.

b. Revisions in Section 5 Entitled "Minimum Rent". For calendar year 1996 and thereafter, minimum annual rent shall have three components: (i) minimum annual rent under the Remaining Parcel Ground Lease of \$48,000, (ii) minimum annual rent under the Tower Parcel Ground Lease of \$1,000, both of which are not amended by this Amendment and (iii) "Additional Minimum Rent," which increases minimum annual rent attributable to the Remaining Parcel Ground Lease to compensate Landlord for the additional 848.87 square feet of land that will be leased by Tenant under the Amended Ground Lease in accordance with paragraph 1 of this Amendment. For calendar year 1996, the Additional Minimum Rent shall be \$9,719.68. For each calendar year after 1996, the Additional Minimum Rent shall be determined in accordance with the formula set forth in paragraph 3 of this Amendment. The payment provisions of paragraph 5 of the Remaining Parcel Ground Lease, except as modified by paragraph 3 of this Amendment, shall remain unamended by this Amendment.

c. Percentage Rent. The percentage rent provisions of paragraph 6 of the Remaining Parcel Ground Lease shall remain unamended by this Amendment.

3. Additional Minimum Rent Adjustment.

a. Calculation. For purposes of the Remaining Parcel Ground Lease, Additional Minimum Rent for the calendar year 1997 and for each calendar year thereafter shall be calculated in accordance with the following formula (said formula shall be referred to herein as the "Adjustment Formula"): On or before December 15 of each year (the "calculation date") and effective as of January 1, 1997 and effective as of the first day of each calendar year thereafter during the term of this Lease (the "adjustment date"), "CPI Adjusted Base Additional Minimum Rent" for that calendar year shall be determined by multiplying the Additional Minimum Rent in the preceding calendar year ("Base Additional Minimum Rent") by a fraction, the denominator of which is the September "CPI index" (as defined below) for the September

that is 16 months prior to the adjustment date and the numerator of which is the CPI index for September immediately preceding the adjustment date. Additional Minimum Rent effective as of the adjustment date for that calendar year shall be the greater of CPI Adjusted Base Additional Minimum Rent or One Hundred and One Percent (101%) of Base Additional Minimum Rent, provided, however, that such Additional Minimum Rent shall not exceed One Hundred Four Percent (104%) of Base Additional Minimum Rent.

b. Examples. The following example is intended solely to reflect how the formula in subparagraph a. is to be applied. Assuming Base Additional Minimum Rent for 1997 were \$1,000, CPI Adjusted Additional Minimum Rent for 1998 would be calculated as follows: \$1,000 would be multiplied by a fraction the denominator of which is the CPI Index for September of 1996 (assumed value of 149.4) and the numerator of which is the CPI Index for September of 1997 (assumed value of 153.2), which equals \$1025.00, which is within the minimum limit of \$1,010 (101% of \$1,000) and the maximum limit of \$1040 (104% of \$1,000). therefore Additional Minimum Rent for 1998 would be \$1025.

c. CPI Index.

(1). Initial Index. The CPI index shall be the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers--U.S. City Average (All items--1982-84=100) or any replacement or comparable index measuring urban consumer purchasing power. The CPI index shall be the one reported in the U.S. Department of Labor's (or any successor agency's) most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base different from the base period 1982-84=100, figures used for calculating the adjustment shall first be converted under a formula supplied by the Department of Labor or the successor agency.

(2). Determining a Substitute Index. If the CPI Index then in effect for purposes of this Amendment is no longer published or is materially modified so as to no longer measure changes in urban consumer purchasing power on a U.S. city average (but not including modifications in the method, items or data used to more accurately measure changes in urban consumer purchasing power on an all items, U.S. city average basis), the intent of this Amendment is to substitute a generally available index and/or apply a generally available conversion formula so as to provide a measure of changes in consumer purchasing power on an all items, U.S. city average that is most similar in methodology to the previously utilized CPI Index. The following provisions shall govern the process to be utilized for identifying the generally available index and/or generally available conversion formula measuring consumer purchasing power on an all items, U.S. city average basis to be substituted and applied as the CPI Index for purposes of this Agreement where the CPI Index then in effect for purposes of this Amendment is no longer published or is materially modified so as to no longer measure changes in urban consumer purchasing power on an all items, U.S. city average (but not including modifications in the method, items or data used to more accurately measure changes in urban consumer purchasing power on an all items, U.S. city average basis):

(a). Material Modification of CPI Index: Application of Conversion Factor or Formula. In the event the CPI Index is materially modified so as to require the application of a conversion factor or formula published by the Department of Labor or successor agency in order to measure urban consumer purchasing power on an all items, U.S. city average (but not including modifications in the method, items or data used to more accurately measure changes in urban consumer purchasing power on an all items, U.S. city average basis), the CPI Index shall be adjusted or converted in accordance with the conversion factor or formula established by the Department of Labor or successor agency.

(b). Replacement of CPI Index: Substitution of Replacement Index and any Conversion Factor or Formula. In the event the CPI Index is discontinued and replaced by another index or index combined with a conversion factor or formula that measures urban consumer purchasing power on an all items, U.S. city average basis published by the Department of Labor or successor agency, the designated replacement index published by the Department of Labor or successor agency shall be substituted for the CPI Index, and the replacement index shall be adjusted or converted in accordance with any conversion factor or formula established by the Department of Labor or successor agency if the conversion factor or formula adjustment is necessary to reflect urban consumer purchasing power on an all items, U.S. city average basis.

(c). Discontinuance of CPI Index: No Replacement Index or Conversion Formula. In the event the CPI Index is discontinued and is not replaced by another index or index combined with a conversion factor or formula that measures urban consumer purchasing power on an all items, U.S. city average basis published by the Department of Labor or successor agency or in the event a conversion factor or formula is discontinued that is necessary to adjust the CPI Index to measure consumer purchasing power on an all items, U.S. city average basis, the parties shall attempt to agree on a generally available index and/or conversion factor or formula published by a reputable third party that will most closely measure consumer purchasing power on an all items, U.S. city average basis using the most similar in methodology to that used in determining the previously utilized CPI Index. In the event the parties are unable to agree on a substitute index and/or conversion factor or formula within 30 days after the first calculation date after the discontinuance of the CPI Index, the disagreement shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In such arbitration each party shall propose a generally available index and/or conversion factor or formula that best measures consumer purchasing power using the most similar methodology to that used in determining the previously utilized CPI Index, and the arbitrator's decision shall be limited to determining which of the proposed alternatives best meets that standard. The costs of the arbitration shall be paid equally by the parties.

d. Calculation and Payment. In the event the most recent September CPI index is available so as to make a calculation prior to the calculation date of the calendar year in question, the calculation required by this paragraph shall be made by Tenant prior to the calculation date and all installments of minimum annual rent shall be based on the annual minimum rent for the calendar year in question. In the event the most recent September CPI

index is not available so as to make a calculation prior to the calculation date of the calendar year in question, the calculation shall be made as soon as practicable after the CPI index for the immediately preceding September becomes available. In the event that any installment of minimum annual rent in the then current calendar year is not adjusted because the calculation cannot be made prior to the adjustment date in the calendar year in question, Tenant shall remit to Landlord with the calculation any shortfall in any required installments of minimum annual rent paid during and attributable to the calendar year in question through the date the calculation is submitted. In the event any adjustments or recomputations are made to the CPI Index after the CPI Index has been used to calculate CPI Adjusted Base Rent for the calendar year in question, no adjustment shall be made to CPI Adjusted Base Rent for that calendar year.

4. Recordation. The provisions with respect to recordation contained in the terms of the Amended Ground Leases shall be applicable to the recordation of this First Amendment.

5. Modification. Except to the extent set forth in this First Amendment, there shall be no further modification or amendment to the Amended Ground Leases without the mutual written consent of the parties thereto. The terms of the Amended Ground Leases, unless modified hereby, shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the date first written above.

"Landlord"



ROYAL L. TRIBE



JOYCE T. TRIBE



RICHARD A. ISAACSON



JEAN R. ISAACSON

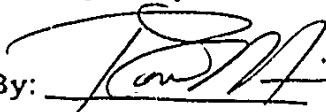
"Tenants"

CROSSROADS PLAZA ASSOCIATES,
a Utah joint venture

By: Lehndorff Utah Venture,
a Texas joint venture,
and one of its joint ventures

By: Lehndorff United Properties (USA),
a Texas general partnership, venturer

By: Lehndorff USA (Central) Limited,
an Illinois corporation,
and its general partner

By: 

Its: J. Ronald Miller
Executive Vice President

By: APT Crossroads Limited Partnership,
a Delaware Limited Partnership

By: APT Crossroads, Inc.,
a Delaware corporation,
sole general partner

By: _____

Its: _____

"Tenants"

CROSSROADS PLAZA ASSOCIATES,
a Utah joint venture

By: Lehndorff Utah Venture,
a Texas joint venture,
and one of its joint ventures

By: Lehndorff United Properties (USA),
a Texas general partnership, venturer

By: Lehndorff USA (Central) Limited,
an Illinois corporation,
and its general partner

By: _____

Its: _____

By: APT Crossroads Limited Partnership,
a Delaware Limited Partnership

By: APT Crossroads, Inc.,
a Delaware corporation,
sole general partner

By: John T. Robert Jr.
Its: PRESIDENT

By: Okland-Foulger Company,
a Maryland joint venture,
and one of its joint venturers

By: Foulger Properties, Limited,
a Maryland limited partnership,
and one of its joint venturers

By: Sid Foulger, Inc.,
a Maryland corporation
and its general partner

By: *Sid Foulger*
Its: President

By: Okland Properties, Limited,
a Utah limited partnership,
and one of its joint venturers

By: Jack Okland, Inc., a
Utah corporation
and its general partner

By: _____

Its: _____

By: Okland-Foulger Company,
a Maryland joint venture,
and one of its joint venturers

By: Foulger Properties, Limited,
a Maryland limited partnership,
and one of its joint venturers

By: Sid Foulger, Inc.,
a Maryland corporation
and its general partner

By: _____

Its: _____

By: Okland Properties, Limited,
a Utah limited partnership,
and one of its joint venturers

By: Jack Okland, Inc., a
Utah corporation
and its general partner

By: *Jack Okland*

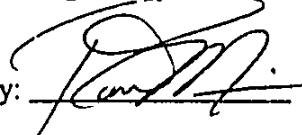
Its: GENL. PARTNER

COMMERCIAL TOWER ASSOCIATES, a Utah
joint venture

By: Lehdorff Utah Venture,
a Texas joint venture,
and one of its joint ventures

By: Lehdorff United Properties (USA),
a Texas general partnership, venturer

By: Lehdorff USA (Central) Limited,
an Illinois corporation,
and its general partner

By: 

Its: — J. Ronald Miller
Executive Vice President —

By: APT Crossroads Limited Partnership,
a Delaware Limited Partnership

By: APT Crossroads, Inc.,
a Delaware corporation,
sole general partner

By: _____

Its: _____

COMMERCIAL TOWER ASSOCIATES, a Utah
joint venture

By: Lehdorff Utah Venture,
a Texas joint venture,
and one of its joint ventures

By: Lehdorff United Properties (USA),
a Texas general partnership, venturer

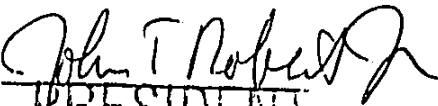
By: Lehdorff USA (Central) Limited,
an Illinois corporation,
and its general partner

By: _____

Its: _____

By: APT Crossroads Limited Partnership,
a Delaware Limited Partnership

By: APT Crossroads, Inc.,
a Delaware corporation,
sole general partner

By: 
PRESIDENT

Its: _____

By: Okland-Foulger Company,
a Maryland joint venture,
and one of its joint venturers

By: Foulger Properties, Limited,
a Maryland limited partnership,
and one of its joint venturers

By: Sid Foulger, Inc.,
a Maryland corporation
and its general partner

By: *Sid Foulger* :
Its: President

By: Okland Properties, Limited,
a Utah limited partnership,
and one of its joint venturers

By: Jack Okland, Inc., a
Utah corporation
and its general partner

By: _____

Its: _____

By: Okland-Foulger Company,
a Maryland joint venture,
and one of its joint venturers

By: Foulger Properties, Limited,
a Maryland limited partnership,
and one of its joint venturers

By: Sid Foulger, Inc.,
a Maryland corporation
and its general partner

By: _____

Its: _____

By: Okland Properties, Limited,
a Utah limited partnership,
and one of its joint venturers

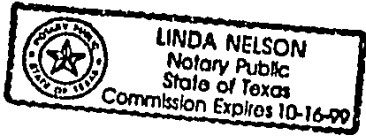
By: Jack Okland, Inc., a
Utah corporation
and its general partner

By: Jack Okland

Its: GENL PARTNER

STATE OF TEXAS)
)
) :ss.
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 6th day of July, 1996, by J. Ronald Miller, the Exec. V. P. of Lehndorff USA (Central) Limited, the General Partner of Lehndorff United Properties (USA), a venturer in Lehndorff Utah Venture, which is a venturer in Crossroads Plaza Associates.



Linda Nelson
NOTARY PUBLIC
Residing at 3120 GLENN GRIFF, DALLAS, TX
Commission Expires 10-16-99

STATE OF _____)
)
) :ss.
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1996, by _____, the _____ of APT Crossroads, Inc., the General Partner of APT Crossroads Limited Partnership, a venturer in Crossroads Plaza Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

STATE OF _____)
)
) :ss.
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1996, by _____, the _____ of Sid Foulger, Inc., the General Partner of Foulger Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Crossroads Plaza Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

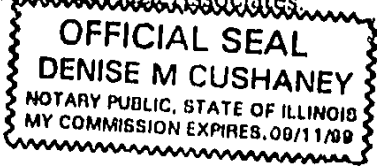
STATE OF _____)
COUNTY OF _____) :SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____, the _____ of Lehndorff USA (Central) Limited, the General Partner of Lehndorff United Properties (USA), a venturer in Lehndorff Utah Venture, which is a venturer in Crossroads Plaza Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

STATE OF ILLINOIS)
COUNTY OF DUPAGE) :SS.

The foregoing instrument was acknowledged before me this 3RD day of JULY, 1996, by JOHN T ROBERTS JR, the PRESIDENT of APT Crossroads, Inc., the General Partner of APT Crossroads Limited Partnership, a venturer in Crossroads Plaza Associates.

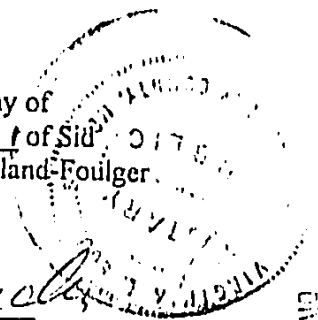


Denise M Cushmaney
NOTARY PUBLIC
Residing at HINSDALE, IL.
Commission Expires 9-11-99

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) :SS.

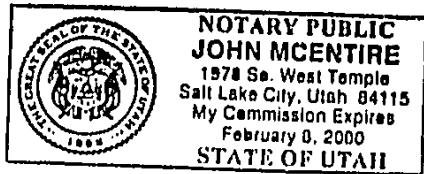
The foregoing instrument was acknowledged before me this 26 day of June, 1996, by Sid W. Foulger, the President of Sid Foulger, Inc., the General Partner of Foulger Properties, Limited, a venturer in Okland Foulger Company, which is a venturer in Crossroads Plaza Associates.

Virginia L. Samuel
NOTARY PUBLIC
Residing at Germantown, MD
Commission Expires 12/1/98



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

The foregoing instrument was acknowledged before me this 25TH day of JUNE, 1995, by JACK OKLAND, the GENERAL PARTNER of Jack Okland, Inc., the General Partner of Okland Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Crossroads Plaza Associates.



[Signature]
NOTARY PUBLIC
Residing at WOODLAND, UTAH
Commission Expires 2-0-2000

STATE OF _____)
)
) :SS.
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1996, by _____, the _____ of Lehndorff USA (Central) Limited, the General Partner of Lehndorff United Properties (USA), a venturer in Lehndorff Utah Venture, which is a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

STATE OF ILLINOIS)
)
) :SS.
)
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this 3RD day of July, 1996, by JOHN T ROBERTS JR the PRESIDENT of APT Crossroads, Inc., the General Partner of APT Crossroads Limited Partnership, a venturer in Commercial Tower Associates.



Denise M Cushmaney
NOTARY PUBLIC
Residing at HINSDALE, IL
Commission Expires 9-11-99

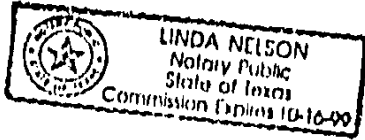
STATE OF _____)
COUNTY OF _____) :ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of Jack Okland, Inc., the General Partner of Okland Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Crossroads Plaza Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

STATE OF TEXAS)
COUNTY OF DALLAS) :ss.

The foregoing instrument was acknowledged before me this 10th day of July, 1996, by J. Robert Miller, the Exec. V.P. of Lehndorff USA (Central) Limited, the General Partner of Lehndorff United Properties (USA), a venturer in Lehndorff Utah Venture, which is a venturer in Commercial Tower Associates.



Linda Nelson
NOTARY PUBLIC
Residing at 2120 CLEBURNE DR. DALLAS, TX
Commission Expires 10-16-99

STATE OF _____)
COUNTY OF _____) :ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____, the _____ of APT Crossroads, Inc., the General Partner of APT Crossroads Limited Partnership, a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

STATE OF MARYLAND)
)
) ss.
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 26 day of June, 1996, by Sid W. Foulger, the President of Sid Foulger, Inc., the General Partner of Foulger Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.

Virginia L. ...
NOTARY PUBLIC
Residing at Germantown, MD
Commission Expires 12/1/98

STATE OF _____)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____ of Jack Okland, Inc., the General Partner of Okland Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

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

The foregoing instrument was duly acknowledged before me this 10th day of June, 1996 by Royal L. Tribe.

Notary Public
CHARLENE M. STOWE
628 East 100 South St. 140
Salt Lake City, Utah 84102
My Commission Expires
September 12, 1998
State of Utah

Charlene M. Stowe
Notary Public

0745331080

STATE OF _____)
COUNTY OF _____) :ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____, the _____ of Sid Foulger, Inc., the General Partner of Foulger Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

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

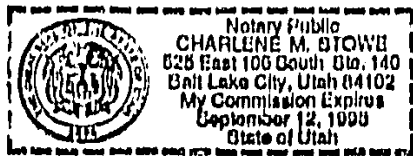
The foregoing instrument was acknowledged before me this 25th day of JUNE, 1995, by JOHN MCENTIRE, the GENERAL PARTNER of Jack Okland, Inc., the General Partner of Okland Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.



John McEntire
NOTARY PUBLIC
Residing at _____
Commission Expires _____

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

The foregoing instrument was duly acknowledged before me this 10th day of JUNE, 1996 by Royal L. Tribe.



Charlene M. Stowe
Notary Public

STATE OF _____)
)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____, the _____ of Sid Foulger, Inc., the General Partner of Foulger Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

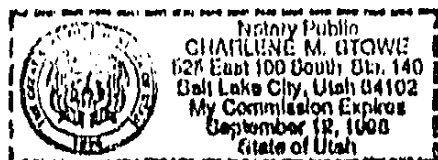
STATE OF _____)
)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of Jack Okland, Inc., the General Partner of Okland Properties, Limited, a venturer in Okland-Foulger Company, which is a venturer in Commercial Tower Associates.

NOTARY PUBLIC
Residing at _____
Commission Expires _____

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

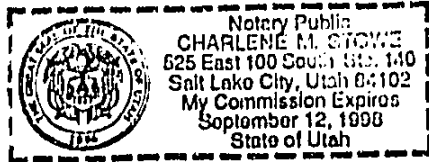
The foregoing instrument was duly acknowledged before me this 10th day of June, 1996 by Royce L. Tribe.



Charlene M. Gowie
Notary Public

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

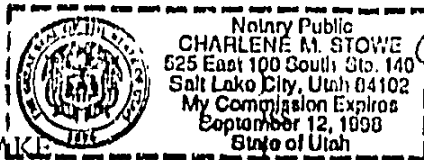
The foregoing instrument was duly acknowledged before me this 10th day of June, 1996 by Joyce T. Tribe.



Charlene M Stowe
Notary Public

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

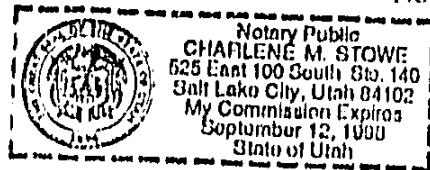
The foregoing instrument was duly acknowledged before me this 10th day of June, 1996 by Richard A. Isaacson.



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

Charlene M Stowe

The foregoing instrument was duly acknowledged before me this 10th day of June, 1996 by Jean R. Isaacson.



Charlene M Stowe
Notary Public

EXHIBIT A
ORIGINAL LAND

PARCEL NO. 1:

BEGINNING at a point 112 feet 5 inches South of the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, and running thence South 20 feet; thence West 110 Feet; thence North 20 feet; thence East 110 feet to the place of BEGINNING.

PARCEL NO. 2:

BEGINNING at a point 217 feet 7 inches North of the Southeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey and running thence North 28 feet, more or less, to a point 84 feet 5 inches South of the Northeast corner of said Lot 8; thence West 110 feet; thence South 28 feet, more or less, to a point due West of the point of beginning; thence East 110 feet to the point of BEGINNING.

Parcel No.'s 1 and 2 are together with a right of way over the following described tract of land:

BEGINNING at a point 110 feet West of the Northeast corner of Lot 8, Block 76, Plat "A", Salt Lake City Survey, and running thence South 84 feet 4 inches; thence West 14 feet; thence North 84 feet 4 inches; thence East 14 feet to the point of BEGINNING.

EX 74 5330 1094

**EXHIBIT B
LEASED PREMISES**

BEGINNING at a point on the West line of Main Street, said point being South $00^{\circ}01'35''$ East along said West line 152.943 feet from the Northeast corner of Block 76, Plat "A", Salt Lake City Survey and running thence South $00^{\circ}01'35''$ East along said West line 55.800 feet; thence South $89^{\circ}59'38''$ West 110.000 feet; thence North $00^{\circ}01'35''$ West 55.800 feet; thence North $89^{\circ}59'38''$ East 110.000 feet to the point of BEGINNING.

Basis of Bearing is North $89^{\circ}58'36''$ East along the South Temple Street monument line according to the Salt Lake City Atlas Plat.

EX 7459101085