

AMENDMENT TO AGREEMENT AND COVENANTS
FOR PURCHASE OF REAL PROPERTY

THIS AMENDMENT TO AGREEMENT AND COVENANTS FOR PURCHASE OF REAL PROPERTY is made and entered into this 28th day of May, 1987 by and between FILLMORE CITY, a Municipal Corporation; of the State of Utah, hereinafter referred to as "Seller," and AMENITIES GROUP, INC., a California Corporation, hereinafter referred to as "Buyer."

WITNESSETH:

WHEREAS, Seller and Buyer entered into the Agreement and Covenants for Purchase of Real Property dated May 11, 1987 (hereinafter the "Agreement"), which Agreement was recorded in the Office of the Millard County Recorder, State of Utah on May 14, 1987 as Entry No. 64309 in Book 208 at Page 393-400, and which provided for the purchase of the following-described property located in Millard County, Utah, to-wit:

Beginning at the Northeast corner of Lot 4, Fillmore City Industrial Park Subdivision; thence South 38°08'00" East 415.45 feet along the South right-of-way of Industrial Way; thence South 1031.10 feet; thence North 38°08'00" West 1225.49 feet, more or less to the East boundary of Air Way Drive; thence North 51°52'00" East 639.7 feet, more or less to the point of beginning.

EXCEPTING THEREFROM: Property in Airway Drive and Industrial Way, and any utilities above and below ground level constructed on said premises.

WHEREAS, an error was discovered in the Agreement, and the parties are desirous of correcting such error by amending the Agreement by this Amendment agreement,

NOW, THEREFORE, for the consideration referenced in the Agreement, the parties covenant and agree as follows:

1. Paragraph 3.D. is hereby amended to read as follows:

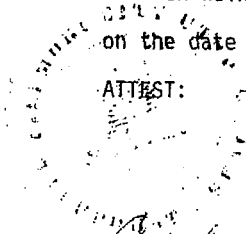
64803

D. Buyer shall not sell, transfer, assign, or lease the Property until the Property is improved with a building and associated improvements thereon, and all development plans and improvements shall be approved by Seller prior to the commencement of any improvement, and shall be in conformance with all zoning classifications and regulations of Seller.

2. All provisions not specifically amended herein shall remain as written in the Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement on the date first above written.

ATTEST:



Carol C. Wise

SELLER

CITY OF FILLMORE, a Utah
Municipal Corporation

By Keith L. Gillins

Its

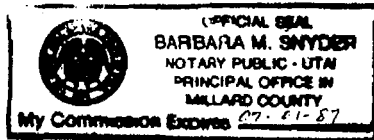
STATE OF UTAH)
) : ss.
COUNTY OF Millard)

On the 28th day of May, 1987, personally appeared before me, Keith L. Gillins, who being by me duly sworn, did say, each for himself, that he, the said Keith L. Gillins, is the Mayor of the City of Fillmore, a Utah Municipal Corporation, and that she, the said Carol C. Wise, is the Recorder of the City of Fillmore, a Utah Municipal Corporation, and that the within and foregoing instrument was signed in behalf of such City by authority of its City Council, and such persons acknowledged to me that they executed the same.

My Commission Expires:

July 1, 1987

Barbara M. Snyder
NOTARY PUBLIC, Residing in:



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ATTEST:

BUYER

By Dale R. Tharp
Its

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On the 11 day of JUNE, 1987, personally appeared before me,
DALE R. THARP and _____,
who being by me duly sworn, did say, each for himself, that he, the said
DALE R. THARP is the PRESIDENT of Amenities
Group, Inc., a California Corporation, and that he, the said _____
is the _____ of Amenities
Group, Inc., and that the within and foregoing instrument was signed in behalf
of Amenities Group, Inc., by authority of its Board of Directors, and such
persons duly acknowledged to me that they executed the same.

My Commission Expires:

Kay M. Jones
NOTARY PUBLIC, Residing in:

11-30-88

