

AMENDMENT TO  
AMENDED AND RESTATED TAX INCREMENT AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED TAX INCREMENT AGREEMENT (the "Amendment") is entered into as of the 20 day of March, 2001, by and among the Lindon Redevelopment Agency, Utah County, Utah (the "RDA"), a redevelopment agency organized and existing pursuant to the provisions of the Utah Neighborhood Development Act, Title 17A, Chapter 2, Part 12, Utah Code Annotated 1953, as amended; Lindon Gateway L.C. (the "Company"), a Utah limited liability company; Utah County, Utah (the "County"), a duly organized and existing political subdivision of the State of Utah; Lindon City, Utah (the "City"), a duly organized and existing political subdivision of the State of Utah; Alpine School District, Utah County, Utah (the "School District"), a duly organized and existing school district of the State of Utah; and ESNET Management ("ESNET"), a Utah limited liability company.

WHEREAS, the RDA, the Company, Esnet, the County, the City and the School District (collectively, the "Parties") have previously entered into an Amended and Restated Tax Increment Agreement dated December 31, 1999 (the "Original Agreement") to induce the Company (i) to develop and convert the RDA's Project Area described in Exhibit "A" hereto (referred to herein as the "Project Area") from an industrial park to primarily a retail business park, and (ii) to acquire, construct and install certain improvements in the Project Area as described in Exhibit "B" to the Original Agreement (referred to herein as the "Project") in accordance with the terms therein, and other improvements located on property adjoining the Project Area which have benefitted and will benefit the RDA and the City; and

WHEREAS, the Original Agreement, as previously executed, contained reference to a Project which included the construction of an approximately 80,000 square foot movie theatre by Edwards Theatres Circuit Inc. or an affiliate of the Edwards Theatre Company (the "Theatre"); and

WHEREAS, the Theatre is no longer anticipated by the Parties to be constructed in the Project Area; and

WHEREAS, the Parties desire to enter into this Amendment to remove all references to, and agreements made with respect to, the Theatre in the Original Agreement;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Amendment of Section 9 of the Original Agreement. Section 9 of the Original Agreement. Section 9 of the Original Agreement is hereby amended to read in full as follows:

Section 9. Reserved.

Section 2. Amendment of Exhibit "B" to the Original Agreement. Exhibit "B" to the Original Agreement is hereby amended to read in full as set forth in Exhibit "B" to this Amendment.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one Amendment, and any party may execute this Amendment by signing a counterpart.

Section 4. Severability. If any covenant, agreement, or provision, or portion thereof, contained in this Amendment is held to be unconstitutional, invalid, or unenforceable, the remainder of this Amendment shall be deemed severable and shall not be affected, and this Amendment shall remain valid.

Section 5. Governing Law. This Amendment shall be governed exclusively by the applicable laws of the State of Utah.

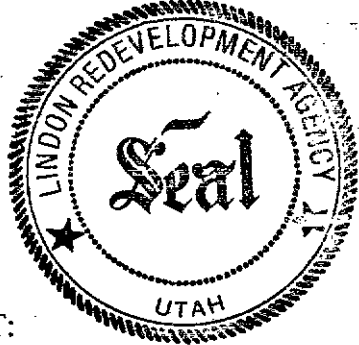
Section 6. Captions. The captions in this Amendment are for convenience only and do not define or limit the scope or the intent of any of the provisions or sections of this Amendment.

Section 7. Assignment and Binding Agreement. This Amendment shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, successors, and legal representatives.

Section 8. Confirmation of Original Agreement. As modified and supplemented by this Amendment, the Original Agreement is in all things and respects hereby ratified and confirmed. The provisions of the Original Agreement shall apply to this Amendment to the extent that such provisions have not been deleted or modified by, or are not inconsistent with the specific provisions of, this Amendment.

Section 9. Amendment Construed with Original Agreement. All of the provisions of this Amendment supplement and amend the Original Agreement, and shall be deemed to be, and shall be construed as, part of the Original Agreement to the same extent as if fully set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 14 day of JUNE, 2008.



(SEAL)  
ATTEST:

LINDON REDEVELOPMENT  
AGENCY, UTAH COUNTY, UTAH

By: [Signature]  
Chair

By: [Signature]  
Secretary

Approved as to Form:

By: [Signature]  
RDA Attorney

(SEAL)  
ATTEST:

LINDON GATEWAY L.C.

By: [Signature]

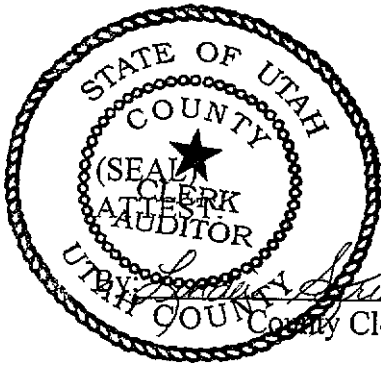
By: [Signature]  
Manager

(SEAL)  
ATTEST:

ESNET MANAGEMENT, L.C.

By: [Signature]

By: [Signature]  
Manager



UTAH COUNTY, UTAH

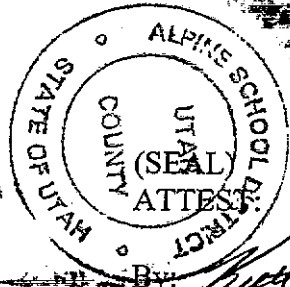
By: David Herbert  
Chair

Approved as to Form:

By: E. Kent Sundberg  
County Attorney

ALPINE SCHOOL DISTRICT, UTAH  
COUNTY, UTAH

By: Jodie Sundberg  
President



By: Mark Ruff  
Business Administrator

Approved as to Form:

By: Mark Ruff  
Attorney for District

(SEAL)  
ATTEST:

LINDON CITY, UTAH

By: W. K. Cameron  
City Recorder

By: Amy A. Esterhuizen  
Mayor

Approved as to Form:

By:  Gordon Duval   
City Attorney

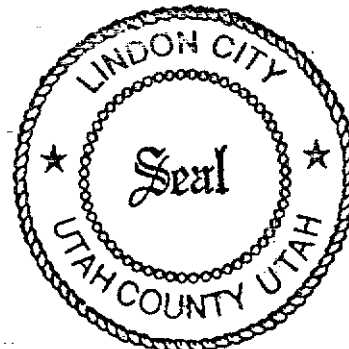


EXHIBIT "A"

DESCRIPTION OF PROJECT AREA

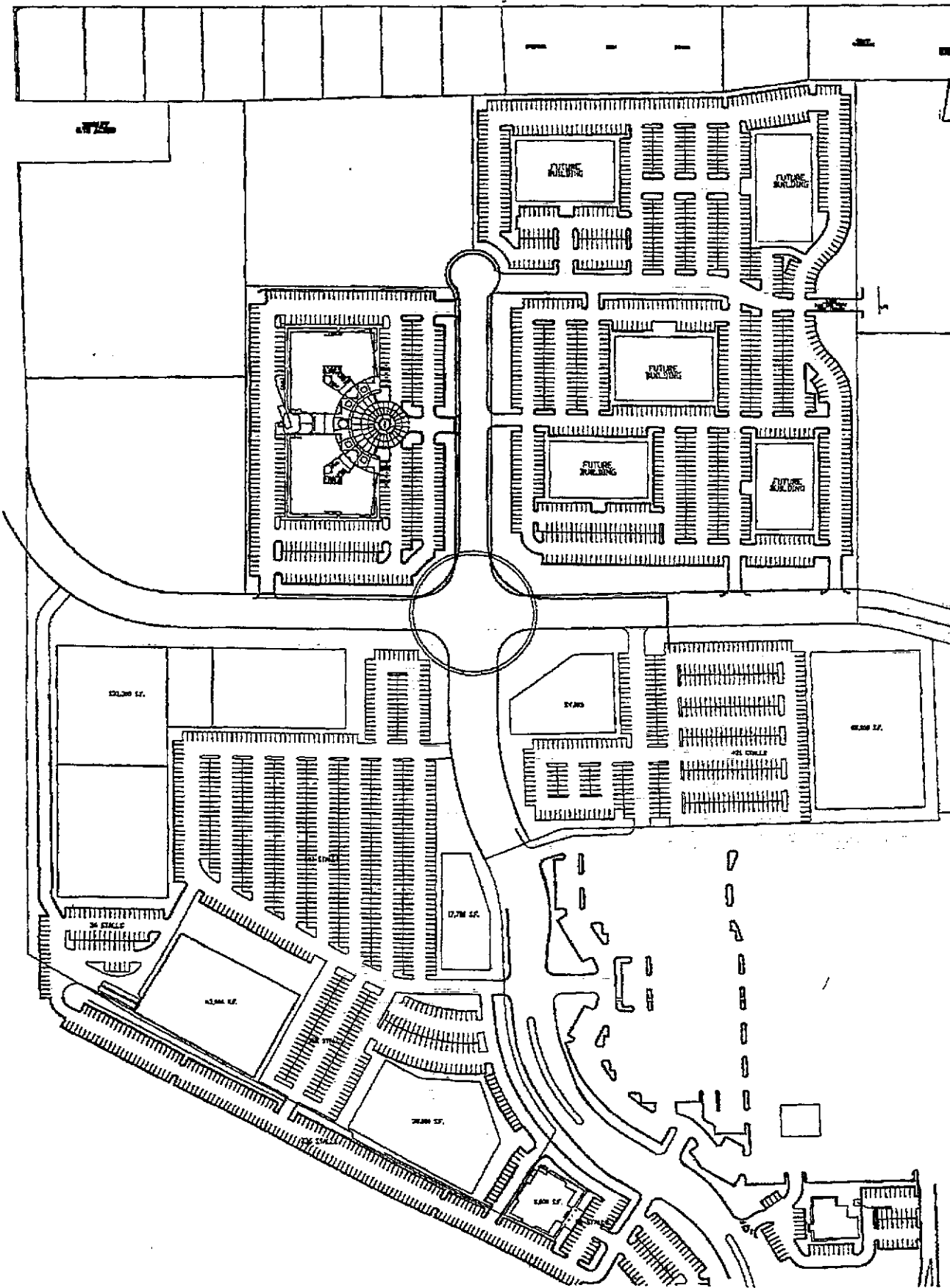


EXHIBIT "B"

## EXHIBIT "B"

## THE LINDON GATEWAY PROJECT

The Lindon Gateway Development will consist of several components, including retail, restaurants and office. The development will focus on a customer friendly land use that will provide for an integrated project generally in accordance with the "Concept Plan" attached hereto. While the Concept Plan is likely to change throughout the development of the project, the general design is important. Some of the features of the Plan that are unlikely to vary much include the Roundabout road network and the landscaping features. With the Roundabout strategically located in the middle of the project, the development divides itself into three different projects that are connected with the roadways, landscaping and some common walkways. The Concept Plan envisions three distinct project areas as follows:

- Home Depot Area. The Home Depot area, located in the southeast quadrant of Lindon Gateway, contains Home Depot (constructed and open) along with an additional retail building of approximately 60,000 sq. ft. plus out parcels located on the east side of the entrance and out parcels adjacent to the Roundabout. The balance of this phase of the project will be developed as demand dictates.
- Technology Business Park. This is the area that was originally designed to be the Edwards Theatre Entertainment Area. With Edwards Theatre in bankruptcy and the overall decline of the theatre industry in America, including bankruptcy and vacant theatre buildings, we have had to change the focus of this property into a Technology Business Park. The Business Park is a much more compatible use with the existing neighborhood to the north than the high traffic, weekend, late evening theatre complex. As an additional transition to the neighborhood, there are several residential lots between the Technology Park and the residential neighborhood. The Technology Park has become one of the premier business addresses in Utah County with Tenants such as AT&T, Key Labs, Modus Media, Morgan Stanley, The Canopy Group, etc.
- Southwest Quadrant Specialty Retail Area. The southwest quadrant of Lindon Gateway is ideally suited for medium sized retail tenants. Tenants in this location can range from 5,000 sq. ft. up to as much as 50,000 sq. ft. These tenants can back on to I-15, which will provide invaluable signage for them. This area is also ideally suited for restaurants and hotels. The proximity to the entrance and the exposure to I-15 enable this location to be a strong retail area. It is anticipated that this portion of the development should be substantially developed within two to five years. The Technology Park enhances the viability for restaurants as the daytime population of this project has grown tremendously over the last three years. A health spa, located adjacent to the Technology Park would also be a compatible parking use with the office tenants.

The key to integrating is the use of landscaping, meandering walkways and convenience parking. Rather than one large parking area typically used for a retail strip center, the parking for this project has been designed so patrons have the option of parking close to their shopping area or to park in another area and meander through the project.