

AMENDED AND RESTATED TAX INCREMENT AGREEMENT

THIS AMENDED AND RESTATED TAX INCREMENT AGREEMENT (the "Agreement") is entered into as of the 30 day of DECEMBER 1999 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 (the "Act"), 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 and Alpine School District, Utah County, Utah (the "School District"), a duly organized and existing school district of the State of Utah.

WHEREAS, the RDA previously entered into a Tax Increment Agreement dated as of September 18, 1991 (the "Prior Agreement") with ABP Investments ("ABP") whereby the RDA agreed to pay a percentage of certain taxes which were allocated to the RDA pursuant to the Act to ABP beginning January 1, 1991, through December 31, 2015 in exchange for ABP agreeing to make certain capital improvements within the RDA's Project Area (as defined in the Prior Agreement); and

WHEREAS, ABP has assigned its rights and interest in the Prior Agreement to Esnet Management, a Utah Limited Liability Company; and

WHEREAS, Esnet Management has assigned its rights and interest in the Prior Agreement to the Company; and

WHEREAS, the RDA and the Company desire to amend and restate in whole the Prior Agreement; and

WHEREAS, 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" hereto (referred to herein as the "Project") in accordance with the terms herein, and other improvements located on property adjoining the Project Area which have benefitted and will benefit the RDA and the City; and

WHEREAS, the RDA, the County, the City and the School District each acknowledge and agree that the Company's further development of the Project Area will create employment within the City, will assist in the redevelopment of the Project Area, and will otherwise be of significant economic benefit to the RDA, the County, the City and the School District; and

ENT 8812:2000 PG 1 of 19
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Feb 01 4:28 pm FEE 0.00 BY SS
RECORDED FOR LINDON CITY

WHEREAS, to provide security for the repayment of the RDA Bonds (defined hereinafter), it is necessary for the RDA to receive the Incremental Taxes (as defined hereinafter) allocated to it pursuant to the Act plus a certain percentage of the Incremental Taxes allocated to other taxing agencies of the Project Area that consent thereto; and

WHEREAS, the Company, as assignee of the Prior Agreement, desires to relinquish its right and interest in all payments which it is entitled to receive from the RDA pursuant to the Prior Agreement to allow the RDA to issue the RDA Bonds (defined hereinafter); and

WHEREAS, the County, the City and the School District each desire to induce the Company to develop the Project within the Project Area and to do so, are willing to relinquish their right and interest in a portion of the Incremental Taxes which they are otherwise entitled to receive for a period ending August 31, 2016, in order to enable the RDA to issue the RDA Bonds.

NOW THEREFORE, TO INDUCE THE COMPANY TO FURTHER DEVELOP THE PROJECT WITHIN THE PROJECT AREA, TO PAY A PORTION OF THE COST OF THE PROJECT FROM PROCEEDS OF THE RDA BONDS AND TO RELINQUISH TO THE RDA CERTAIN TAX REVENUES TO ENABLE IT TO ISSUE SAID BONDS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Representations, Covenants and Warranties of the RDA. The RDA hereby represents, warrants and covenants as follows:

(a) The RDA has duly approved a redevelopment plan dated November 15, 1989 (the "Redevelopment Plan");

(b) The Redevelopment Plan was duly approved and adopted for the Project Area by Ordinance No. 174 (the "Ordinance") of the City Council of the City on December 21, 1989;

(c) The Project Area is a project area within the meaning of Section 17A-2-1202 of the Act and the Project Area includes the Project;

(d) The Redevelopment Plan is in full force and effect as of the date hereof;

(e) Within the meaning of Section 17A-2-1210 of the Act, the taxable value of the Project Area, when added to the total taxable value as shown on the last equalized assessment roll certified by the county assessor for other redevelopment project areas of the City for which an allocation

of ad valorem taxes is provided under the Act, does not exceed 15% of the taxable value of the locally assessed property of the City at the time of the adoption of the Redevelopment Plan;

(f) Within the meaning of Section 17A-2-1210 of the Act, the Project Area does not (and did not at the time of the adoption of the Redevelopment Plan) exceed 100 acres of privately owned property;

(g) The first tax year in which the RDA accepted an amount allocated to and paid into a special fund for the RDA was 1991;

(h) Contingent on satisfaction of the covenants set forth in Sections 4, 5, 6 and 7 herein, the RDA will use its best efforts to issue bonds in a total principal amount of not more than \$4,000,000 (the "RDA Bonds"), the proceeds of which will be used to further develop the Project Area by financing a portion of the cost of the Project described in Exhibit "B" attached hereto ;

(i) In addition, as an additional inducement to construct the Project, the RDA will pay annually to the Company for a period beginning September 1, 1999, and ending August 31, 2016, 100% of the Applicable Percentage of the Incremental Taxes (as defined hereinafter) received by the RDA in excess of the amount paid by the RDA for debt service on the RDA Bonds; provided, however, that the amount the RDA pays to the Company pursuant to this paragraph shall not exceed the amounts necessary to fully amortize the principal and interest of the RDA Bonds and the amounts necessary to fully amortize the principal and interest of certain special assessment bonds which the City anticipates issuing to finance certain governmental improvements within the Project Area (the RDA Bonds and the Special Improvement District Bonds referred to herein collectively as the "Bonds");

(j) After the Bonds have been paid in full, the RDA may pay additional Incremental Taxes ("Additional RDA Funds") to the Company, but only in the event that the Company demonstrates to the reasonable satisfaction of the RDA that the Additional RDA Funds are necessary for the development and redevelopment of the Project Area and the use of the Additional RDA Funds will provide a significant economic benefit to the RDA, the County, the City and the School District;

(k) The RDA covenants and agrees to make reasonable attempts to collect the Applicable Percentage of the Incremental Taxes for each of the years 1999 through 2015. The RDA covenants and agrees that it will

not pledge the Incremental Taxes it receives pursuant to Section 2 hereof for any purpose other than the development of the Project Area and the repayment of the RDA Bonds; and

(l) The Redevelopment Plan will not be amended in a manner which would adversely affect the rights or remedies of the Company, the County, the City or the School District under this Agreement without the prior written consent of such parties.

Section 2. Tax Increment Revenues. As provided in the Redevelopment Plan and pursuant to Section 17A-2-1247 of the Act, taxes levied upon the taxable property within the Project Area each year by or for the benefit of the State of Utah, any city, county, city and county, district, or other public corporation (the "Taxing Agencies") after the date of this Agreement shall be divided as follows:

(a) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the Taxing Agencies upon the total sum of the taxable value of the taxable property within the Project Area as shown by the assessment roll for the 1989 tax year (the last equalized assessment roll prior to the effective date of the Ordinance) used in connection with the taxation of the property located within the Project Area by such Taxing Agencies (as adjusted pursuant to Sections 17A-1251 through 17A-2-1253 of the Act), shall be allocated to, and when collected paid to, the respective Taxing Agencies; and

(b) That portion of such levied taxes upon taxable property within the Project Area each year in excess of the amount described in Section 2(a) above, as adjusted pursuant to Section 4 herein, is referred to herein as the "Incremental Taxes", and the Applicable Percentage (defined hereinafter) of the Incremental Taxes which would otherwise be payable to the County, the City and the School District shall be allocated, and when collected shall be paid, to the RDA for each of the years 1999 through 2015.

The foregoing provisions of this Section 2 are derived from the provisions of Section 17A-2-1247 of the Act and shall be interpreted in accordance with said Section 17A-2-1247 of the Act. Payments of the Applicable Percentage of the Incremental Taxes to the RDA shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to the Taxing Agencies are subject to collection. Adjustments of base year assessed valuations may be made in accordance with the provisions of the Sections 17A-2-1251 through 17A-2-1253 of the Act. The parties hereto expressly agree that no provisions hereof shall be construed as obligating the RDA to pay any amounts in excess of the Applicable Percentage of the Incremental Taxes the RDA receives.

Section 3. Applicable Percentage. For purposes of Section 2(b) hereof, the "Applicable Percentage" of Incremental Taxes to be allocated to the RDA, which would have otherwise been payable to the County, the City and the School District, shall be as follows:

<u>Tax Year</u>	<u>Applicable Percentage</u>
1999	80 %
2000	80
2001	80
2002	80
2003	80
2004	80
2005	80
2006	75
2007	75
2008	75
2009	75
2010	75
2011	70
2012	70
2013	70
2014	70
2015	70

Section 4. Representations, Covenants and Warranties of the Company. The Company hereby represents, covenants and warrants as follows:

(a) The Company relinquishes any right or interest in moneys pledged to ABP under the Prior Agreement with the understanding that such moneys will be used by the RDA to secure the payment of the RDA Bonds, the proceeds of which will be used to further develop the Project Area;

(b) The Company covenants to further develop the Project within the Project Area in accordance with, and subject to, the terms and provisions set forth herein. In particular, the Company covenants to develop the Project in accordance with applicable City zoning and building requirements and specifications and after first obtaining the written approval of the City and the RDA to each proposed development phase of the Project. To insure that the Project is so constructed, representatives of the City shall be entitled to enter upon the Project Area and inspect the Project during its construction. In addition, the Company agrees:

(i) It will receive prior written approval from the RDA of all tenants it proposes to locate within the Project Area, said approval not to be unreasonably withheld; provided, however, that if the RDA fails to approve or disapprove a request by the Company within thirty (30) days after the Company submits such request to the RDA, then such request shall be deemed approved by the RDA in accordance with the requirements herein;

(ii) The buildings and other structures to be constructed or completed within the Project Area shall be of good architectural quality and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building must be consonant with, visually related to, physically related to, and an enhancement to each other and to adjacent buildings within the Project Area;

(iii) The Company shall use compatible and complimentary architectural design treatments on buildings including materials, textures, and color to create a strong positive image for the City;

(iv) The signing, lighting and decorations for the Project Area shall be harmonious, integrated in terms of colors, textures, materials, typeface, and copy as approved by the site plan; and

(v) The Company shall receive the prior written approval of the RDA for the improvements the Company undertakes pursuant to subsections (ii), (iii) and (iv) of this Section 4(b) said approval not to be unreasonably withheld; provided, however, that if the RDA fails to approve or disapprove a request by the Company within thirty (30) days after the Company submits such request to the RDA, then such request shall be deemed approved by the RDA in accordance with the requirements herein.

In the event the Company fails to comply with each provision of this Section 4, the RDA may, in its sole discretion, elect to terminate all obligations of the RDA arising out of this Agreement, provided that the RDA shall first provide to the Company a written notice of default and shall allow the Company a period of thirty (30) days from the effective date of the notice to cure the default. The RDA may not, however, terminate this Agreement if (i) the Company's default cannot be cured within thirty (30) days; (ii) the Company commences to cure the default within thirty (30) days; and (iii) the Company proceeds to cure the default in a reasonable manner and at a reasonable time.

Section 5. Representation, Covenants and Warranties of the County. The County hereby represents, covenants and warrants as follows:

(a) The County hereby consents, pursuant to Section 17A-2-1247(3) of the Act, to waive all right, title and interest it may have to the Applicable Percentage of the Incremental Taxes of the Project Area from the date hereof through the tax year ending December 31, 2015; and

(b) The County hereby agrees to and directs the allocation to the RDA of that share of the Applicable Percentage of the Incremental Taxes otherwise payable to the County under the Act from the date hereof through the tax year ending December 31, 2015 in an effort to assist the RDA to issue the RDA Bonds, the proceeds of which will be used to further develop the Project Area and induce the Company to further develop the Project Area.

Section 6. Representation, Covenants and Warranties of the City. The City hereby represents, covenants and warrants as follows:

(a) The City hereby consents, pursuant to Section 17A-2-1247(3) of the Act, to waive all right, title and interest it may have to the Applicable Percentage of the Incremental Taxes of the Project Area from the date hereof through the tax year ending December 31, 2015; and

(b) The City hereby agrees to and directs the allocation to the RDA of that share of the Applicable Percentage of the Incremental Taxes otherwise payable to the City under the Act from the date hereof through the tax year ending December 31, 2015 in an effort to assist the RDA to issues the RDA Bonds, the proceeds of which will be used to further develop the Project Area and induce the Company to further develop the Project Area.

Section 7. Representation, Covenants and Warranties of the School District. The School District hereby represents, covenants and warrants as follows:

(a) The School District hereby consents, pursuant to Section 17A-2-1247(3) of the Act, to waive all right, title and interest it may have to the Applicable Percentage of the Incremental Taxes of the Project Area from the date hereof through the tax year ending December 31, 2015; and

(b) The School District hereby agrees to and directs the allocation to the RDA of that share of the Applicable Percentage of the Incremental Taxes otherwise payable to the School District under the Act from the date hereof through the tax year ending December 31, 2015 in an

effort to assist the RDA to issues the RDA Bonds, the proceeds of which will be used to further develop the Project Area and induce the Company to further develop the Project Area.

Section 8. Limited Obligation. The obligations of the RDA hereunder are special limited obligations of the RDA secured only by the Applicable Percentage of the Incremental Taxes generated from the Project Area and are payable solely from said Incremental Taxes, collected and paid to the RDA. This Agreement is not a general obligation or debt of the City, the State of Utah, or any of its political subdivisions, neither the City, the State of Utah, or any of its political subdivisions are liable for any obligation hereunder, nor in any event shall the obligations hereunder give rise to a general obligation or liability of the City, the State of Utah, or any of its political subdivisions, or a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the RDA pledged hereunder. Such obligations do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 9. Condition to Issuance of the RDA Bonds. Notwithstanding anything contained herein, the RDA will not disburse proceeds of the RDA Bonds for the construction of improvements until a lease has been executed and delivered to the Company by Edwards Theaters Circuit Inc. or an affiliate of Edwards Theater Company, construction has commenced on a facility containing approximately 80,000 square feet which is the subject of said Lease, and the City has reasonable assurances that the construction will be completed in accordance with the plans and specifications approved by the City.

Section 10. Termination. This Agreement will terminate upon the earlier to occur of the following:

(a) Upon payment of the Applicable Percentage of the Incremental Taxes to the RDA pursuant to this Agreement for the year ending December 31, 2015;

(b) Subject to the notice and cure provisions otherwise provided for in this Agreement, delivery from the RDA to the Company of the RDA's written election to terminate pursuant to Section 4 herein. The Company shall remain liable for all damages incurred by the RDA, notwithstanding said election to terminate.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any party may execute this Agreement by signing a counterpart.

Section 12. Severability. If any covenant, agreement, or provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or

unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, and this Agreement shall remain valid.

Section 13. Governing Law. This Agreement shall be governed exclusively by the applicable laws of the State of Utah.

Section 14. Captions. The captions in this Agreement are for convenience only and do not define or limit the scope or the intent of any of the provisions or sections of this Agreement.

Section 15. Notice. It shall be sufficient service of any notice, request, demand, or other paper on the RDA if the same shall be duly mailed by registered or certified mail, addressed to it at 100 North State Street, Lindon, UT 84042, Attention: Executive Secretary, or to such address as the RDA may from time to time file with the Company. It shall be sufficient service of any notice, request, demand, or other paper on the Company if the same shall be duly mailed by registered or certified mail, addressed to it at 1140 East Brickyard Road, Suite 76, Salt Lake City, Utah 84106-2806, Attention: John Thackeray, or to such address as the Company may from time to time file with the RDA. It shall be sufficient service of any notice, request, demand, or other paper on the County if the same shall be duly mailed by registered or certified mail, addressed to it at 100 East Center Street, Suite 1100, Provo, UT 84606, Attention: County Clerk, or to such address as the County may from time to time file with the RDA. It shall be sufficient service of any notice, request, demand, or other paper on the School District if the same shall be duly mailed by registered or certified mail, addressed to it at 575 North 100 East, American Fork, Utah 84003, Attention: School District Superintendent, or to such address as the School District may from time to time file with the RDA. It shall be sufficient service of any notice, request, demand, or other paper on the City if the same shall be duly mailed by registered or certified mail, addressed to it at 100 North State Street, Lindon, UT 84042, Attention: City Administrator, or to such address as the City may from time to time file with the RDA. Mailed notice shall be effective as of the date of mailing.

Section 16. Assignment and Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, executors, administrators, successors, legal representatives provided, however, that this Agreement may not be assigned by the Company without the prior written consent of the RDA, the County, the City or the School District.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof, and supercedes all prior oral and written agreements and understandings pertaining thereto, including the Prior Agreement. No covenant, representation or condition not expressed in this Agreement shall effect or be deemed to interpret, change or restrict the express provisions hereof.

Section 18. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver thereof. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 19. Damages. The parties shall have all remedies and shall be entitled to all damages, as provided by law, arising from or related to any breach of this Agreement, including attorney's fees. Whether such attorney's fees are incurred and associated with litigation or otherwise.

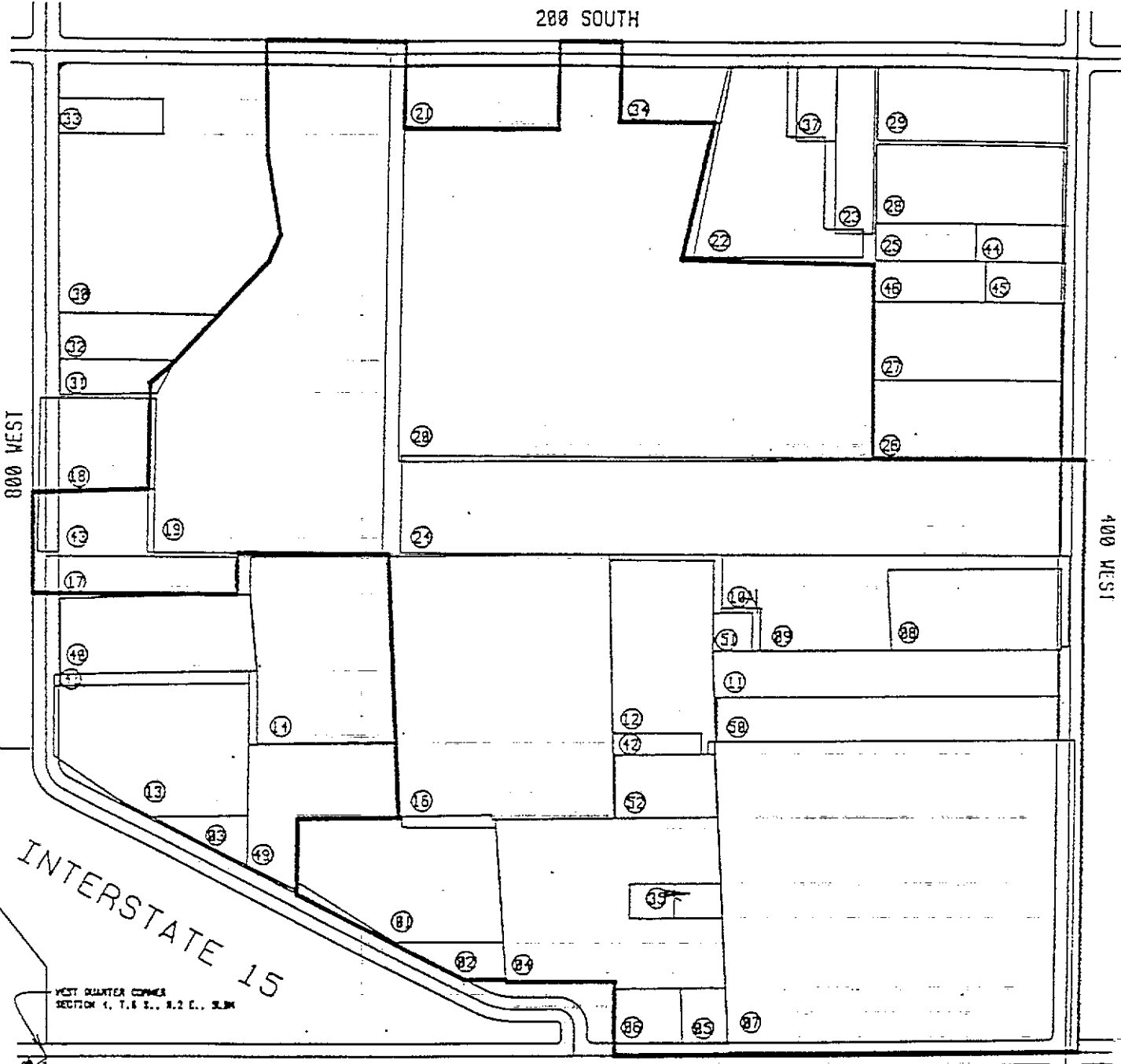
Section 20. Nondiscrimination and nonsegregation. The Company agrees that there shall be no discrimination or segregation based upon sex, race, color, creed, religion, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

EXHIBIT "A"

REDEVELOPMENT AREA
BOUNDARY DESCRIPTION
Prepared November 7, 1989

Beginning at a point on the North right-of-way line of 200 South Street, Lindon, Utah, said point being EAST 568.50 feet and NORTH 35.38 feet from the northwest corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°45'36" East along said right-of-way 360.95 feet; thence South 00°07'00" West 232.25 feet; thence North 89°57'00" East 400.00 feet; thence North 00°07'00" East 233.58 feet; thence North 89°45'36" East 158.70 feet; thence South 00°07'00" West 212.88 feet; thence North 89°57'00" East 243.04 feet; thence South 12°00'00" West 372.02 feet; thence South 88°38'20" East 491.54 feet; thence South 00°42'00" East 512.89 feet; thence North 90°00'00" East 552.80 feet to the East right-of-way line of 400 West Street, Lindon, Utah; thence South 00°09'34" East along said right-of-way line 1589.75 feet to the center line of 600 South Street, Lindon, Utah; thence South 89°48'14" West along said center line 1200.03 feet; thence NORTH 199.38 feet; thence South 89°38'41" West 282.90 feet; thence North 03°38'30" West 6.62 feet; thence WEST 109.14 feet; thence North 62°31'51" West 487.48 feet; thence North 00°06'03" West 204.07 feet; thence North 88°49'00" East 258.66 feet; thence North 02°58'00" West 698.14 feet; thence WEST 388.73 feet; thence SOUTH 109.92 feet; thence WEST 526.39 feet to the West right-of-way line of 800 West Street, Lindon, Utah; thence North 00°56'01" West along said right-of-way line 265.60 feet; thence North 88°09'35" East 294.68 feet; thence NORTH 280.40 feet; thence North 46°31'09" East 87.74 feet; thence North 42°11'00" East 359.10 feet; thence North 22°08'00" East 74.15 feet; thence North 09°44'00" West 212.65 feet; thence North 01°39'00" West 305.27 feet.

TOTAL AREA = 102.615 Acres
NET AREA (excluding streets) = 98.156 Acres



WEST QUARTER CORNER
SECTION 4, T.1 S., R.2 E., S.1M

INTERSTATE 15

Property Identification
Serial No. 17:015: 00

600 SOUTH

— District Boundary

2.12.07.02
T.1.01.02.12

EXHIBIT "B"

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WORKING DRAFT
FOR DISCUSSION PURPOSE ONLY

EXHIBIT "B"

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THE LINDON GATEWAY PROJECT

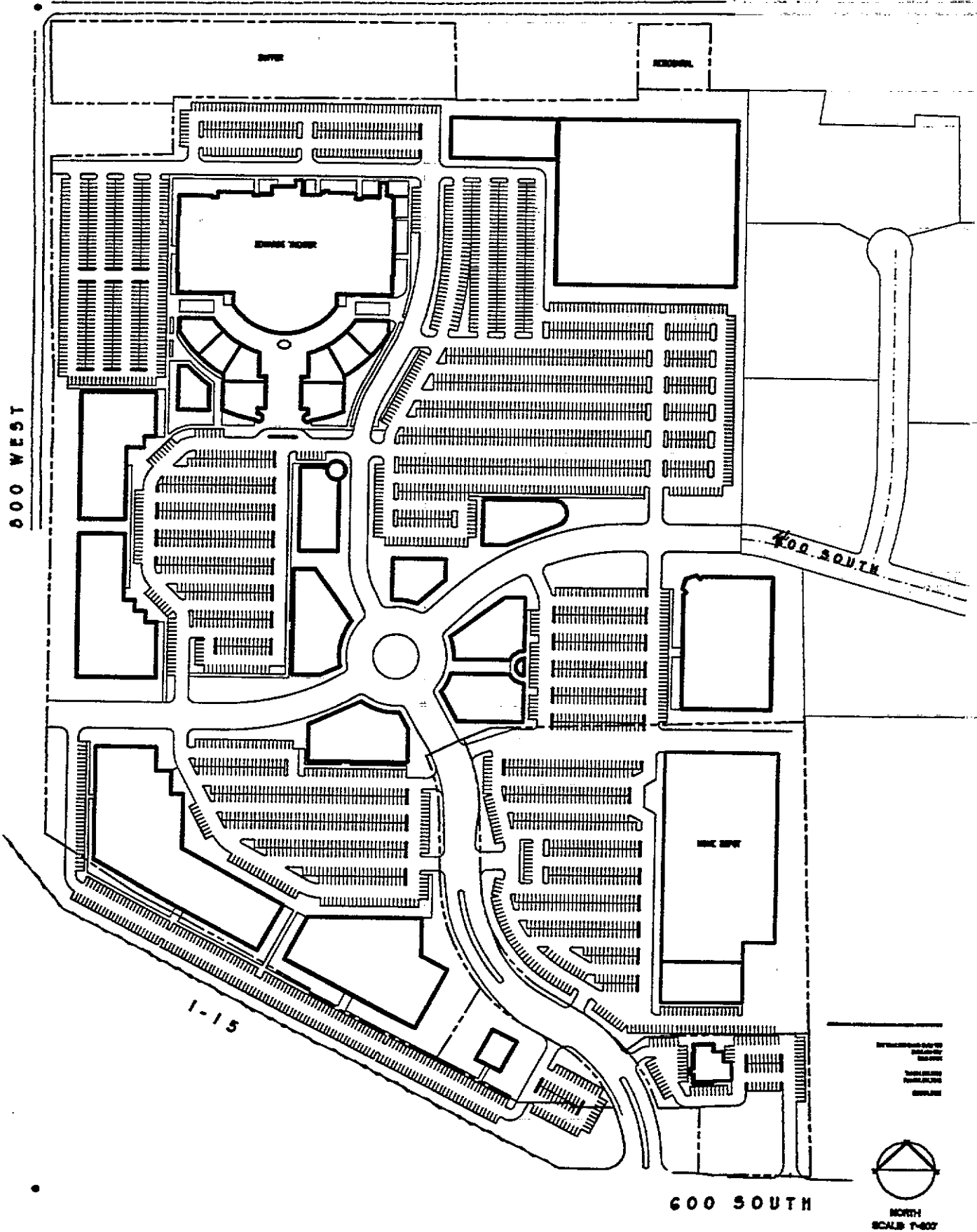
The Lindon Gateway Development will consist of several components, including retail, entertainment and office. The development will focus on a customer friendly land use that will provide for an integrated project generally in accordance with the "Concept Plan" attached hereto. While the Concept Plan 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 four different projects that are connected with the roadways, landscaping and some common walkways. The Concept Plan envisions four 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. Current thinking is that some or all of the out parcels should be developed in 2000 and 2001.
- **Edwards Entertainment Area:** The next phase is the Edwards Theatre/Entertainment area located on the northwest quadrant of Lindon Gateway. Edwards Theatres is a dynamic multi-screen theatre featuring state-of-the-art seating (stadium seating) as well as state-of-the-art sound systems and auditoriums. The Theatre will create a strong demand for restaurants adjacent to the theatre. This phase will feature a strong plaza area that will provide for outside entertainment, restaurants with patios and a gathering place for theatre patrons. Immediately south of the Theatre, the entertainment area will transition into additional retail shopping areas and perhaps some office. One of the long-term goals of the project is to create uses that are parking compatible with Edwards Theatre. For example, Edwards's peak parking demand is Friday evenings and Saturdays. This leave a lot of parking available Monday to Friday between 8:00am and 5:00 PM. The project will need to explore in more detail how to create parking uses during the Theatre non-peak hours. Office is the logical use during those hours. Edwards is planning to commence construction by late Spring 2000, with an opening twelve months later in 2001. The adjacent restaurants will be built and opened in conjunction with Edwards. The balance of the retail/office space will be constructed as demand and market conditions dictate.

- **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 completely develop within two to five years.
- **Big Box Retail Area:** The northeast quadrant of the Lindon Gateway is currently designed for a big box retailer (up at approximately 150,000 sq. ft.) In addition, the area is well suited for retailers containing approximately 70,000. It would be a good area for a health spa that uses the parking mornings and Monday through Thursday evenings. It should also be designed to include some office/daytime users that will be able to use the parking at times when the Theatre parking is not in use.

UTA is planning to establish a prominent bus stop in the area. One key to integrating the four quadrants 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.

CONCEPT PLAN



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 30, day of DECEMBER, 1999.

LINDON REDEVELOPMENT
AGENCY, UTAH COUNTY, UTAH

By: *Mary A. [Signature]*
Chair

(SEAL)
ATTEST:

By: *[Signature]*
Secretary

Approved as to Form:

By: *[Signature]*
RDA Attorney

(SEAL)
ATTEST:

By: *[Signature]*

LINDON GATEWAY L.C.

By: *[Signature]*
Manager *John R. Thackeray*

(SEAL)
ATTEST:

By: *[Signature]*

ESNET MANAGEMENT, L.C.

By: *[Signature]*
Manager

(SEAL)
ATTEST:

UTAH COUNTY, UTAH

By: *Lynda Auckland*
County Clerk

By: *Jerry Corcoran*
Chair

Approved as to Form:

By: *E. Kent Jurek*
County Attorney

ALPINE SCHOOL DISTRICT, UTAH
COUNTY, UTAH

By: *Margaret W. Lynd*
President

(SEAL)
ATTEST:

By: *[Signature]*
Business Administrator

Approved as to Form:

By: *[Signature]*
Attorney for District

(SEAL)
ATTEST:

LINDON CITY, UTAH

By: *[Signature]*
City Recorder

By: *[Signature]*
Mayor

Approved as to Form:

By: *[Signature]*
City Attorney