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WHEN RECORDED, MAIL TO:

Ervin R. Holmes
Stoel Rives LLP
201 S. Main Street, Suite 1100
Salt Lake City, UT 84111-4904

9005734
03/17/2004 12:14 PM 33.00
Book - 8958 Pg - 7588-7598
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STOEL RIVES
201 S MAIN STE.1100
SLC UT 84111
BY: ZJM, DEPUTY - WI 11 P.

**FIRST AMENDMENT TO DECLARATION AND RESTATEMENT
OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS
FOR SANDY TECHNOLOGY CENTER**

THIS FIRST AMENDMENT TO DECLARATION AND RESTATEMENT OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS FOR SANDY TECHNOLOGY CENTER ("Amendment") is made and entered into to be effective as of the 10th day of March, 2004, by GSL UTAH PROPERTIES, LLC, a Utah limited liability company, 8540 South Sandy Parkway, Sandy, Utah 84070; UTAH TECH CENTER, LLC, a Missouri limited liability company, 4705 Northeast Shady Lane, Kansas City, Missouri; SANDY TECHNOLOGY CENTER I, LLC, a Utah limited liability company, 8540 South Sandy Parkway, Sandy, Utah 84070; and COMPUTER MARKETING CORPORATION, a Utah corporation, 2450 East Fort Union Boulevard, Salt Lake City, Utah 84121. The parties hereto are sometimes collectively referred to herein as "Declarants."

A. Declarants are the owners of those certain real properties situated in Salt Lake County, State of Utah, more particularly described: All of Lots 1, 2, 3, and 4 of the Sandy Technology Center, according to the official plat thereof, as amended by instruments of record, in the records of the Salt Lake County Recorder (the "Property") and are the sole beneficiaries of the easements and covenants being modified by this Amendment.

B. By that certain Declaration and Restatement of Reciprocal Easements, Covenants and Restrictions for Sandy Technology Center (the "Declaration") dated March 10, 2004 and recorded March 11, 2004 as entry no. 9001403 at page 8956 in book 6837 of the Official Records of the Salt Lake County Recorder, Declarants' amended and restated certain easements affecting the property and subjected their respective properties to the effects of the Declaration.

C. The Declaration subjected certain portions of the Property defined in the Declaration as the "Common Driveway Area" to certain reciprocal easements, covenants and restrictions. The parties desire to amend and restate the description and location of the "Common Driveway Area" on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, and in consideration of the covenants and agreements herein contained and other good and valuable consideration,

the receipt and adequacy of which is hereby acknowledged by each party defined herein as a Declarant, the parties declare and hereby amend the Declaration and declare the Declaration amended, as follows:

1. Recitals. Recitals A through C set forth above are by this reference incorporated herein.
2. Defined Terms. Capitalized terms contained in this Amendment shall have the same meaning as set forth in the Declaration, except as expressly provided herein to the contrary.
3. Relocation of "Common Driveway Area." Exhibit A to the Declaration is hereby removed and the Exhibit A attached to this Amendment is substituted in place thereof, ab initio, as though the Exhibit A attached to this Amendment had been attached to the Declaration at the time of its execution and recording.
4. No Other Changes. Except as expressly set forth in this Amendment, the Declaration shall remain in full force and effect without modification.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, this First Amendment to Declaration and Restatement of Reciprocal Easements, Covenants and Restrictions for Sandy Technology Center has been executed by the undersigned as of the day and year first above written.

DECLARANT:
GSL UTAH PROPERTIES, LLC, a Utah limited liability company,

By: _____
Its: _____
Date _____

DECLARANT:
UTAH TECH CENTER, LLC, a Missouri limited liability company,

By: Daniel Law
Its: Member
Date 3/16/04

DECLARANT:
SANDY TECHNOLOGY CENTER I, LLC, a Utah limited liability company,


By: _____
Its: _____
Date _____

DECLARANT:
COMPUTER MARKETING CORPORATION, a Utah corporation,

By: _____
Its: _____
Date _____

IN WITNESS WHEREOF, this First Amendment to Declaration and Restatement of Reciprocal Easements, Covenants and Restrictions for Sandy Technology Center has been executed by the undersigned as of the day and year first above written.

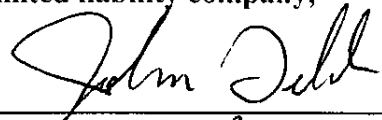
DECLARANT:
GSL UTAH PROPERTIES, LLC, a Utah limited liability company,

By: 
Its: MANAGING MEMBER
Date MARCH 16, 2004

DECLARANT:
UTAH TECH CENTER, LLC, a Missouri limited liability company,

By: _____
Its: _____
Date _____

DECLARANT:
SANDY TECHNOLOGY CENTER I, LLC, a Utah limited liability company,

By: 
Its: MANAGING MEMBER
Date MARCH 16, 2004

DECLARANT:
COMPUTER MARKETING CORPORATION, a Utah corporation,

By: _____
Its: _____
Date _____

IN WITNESS WHEREOF, this First Amendment to Declaration and Restatement of Reciprocal Easements, Covenants and Restrictions for Sandy Technology Center has been executed by the undersigned as of the day and year first above written.

DECLARANT:
GSL UTAH PROPERTIES, LLC, a Utah limited liability company,

By:

Its:

Date

DECLARANT:
UTAH TECH CENTER, LLC, a Missouri limited liability company,

By:

Its:

Date

DECLARANT:
SANDY TECHNOLOGY CENTER I, LLC, a Utah limited liability company,

By:

Its:

Date

DECLARANT:
COMPUTER MARKETING CORPORATION, a Utah corporation,

By:

Its:

Date

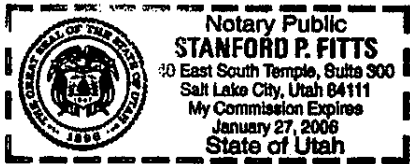
Fredrick A. Johnson

President

16 MAR 2004

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

The foregoing instrument was acknowledged before me this 16 day of March, 2004, by Craig L. Taft, the Managing Member of GSL Utah Properties, LLC, a Utah limited liability company.



[Signature]
Notary Public

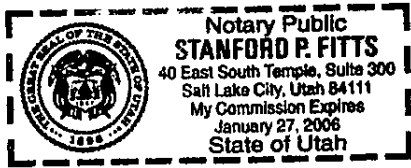
STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of Utah Tech Center, LLC, a Missouri limited liability company.

Notary Public

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

The foregoing instrument was acknowledged before me this 16 day of March, 2004, by John Tebbs, the Managing Member of Sandy Technology Center, LLC, a Utah limited liability company.



[Signature]
Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of Computer Marketing Corporation, a Utah corporation.

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of GSL Utah Properties, LLC, a Utah limited liability company.

Notary Public

✓
STATE OF Missouri)
 : ss.
COUNTY OF Clay)

The foregoing instrument was acknowledged before me this 16th day of March, 2004, by Daniel K. Cobb, the member of Utah Tech Center, LLC, a Missouri limited liability company.



Tamera D. Evans
Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of GSL Utah Properties, LLC, a Utah limited liability company.

Notary Public

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of Utah Tech Center, LLC, a Missouri limited liability company.

Notary Public

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

The foregoing instrument was acknowledged before me this ____ day of March, 2004, by _____, the _____ of Sandy Technology Center, LLC, a Utah limited liability company.

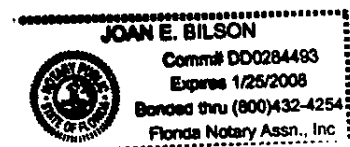
Notary Public

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

The foregoing instrument was acknowledged before me this 16 day of March, 2004, by Frederick Holcomb, the President of Computer Marketing Corporation, a Utah corporation.



Notary Public



**Revised 30.0' Ingress/Egress Easement
Through Sandy Technology Center.**

Beginning at a point being South 0°13'50" West 133.27 feet along the section line and South 89°46'10" East 1404.15 feet from the Northwest Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence West 72.22 feet;
thence North 67°11'08" West 79.89 feet;
thence West 352.79 feet;
thence North 0°02'24" West 222.50 feet;
thence Northeasterly 68.79 feet along the arc of a 60.00 foot radius curve to the right,(the center bears North 89°57'36" East and the long chord bears North 32°48'13" East 65.08 feet with a central angle of 65°41'13");
thence North 65°38'49" East 65.90 feet;
thence Northeasterly 34.39 feet along the arc of a 30.00 foot radius curve to the left,(the center bears North 24°21'11" West and the long chord bears North 32°48'13" East 32.54 feet with a central angle of 65°41'13");
thence North 0°02'24" West 111.48 feet;
thence Northwesterly 34.34 feet along the arc of an 18.50 foot radius curve to the left (the center bears North 89°51'24" West and the long chord bears North 53°01'35 West 29.62 feet, through a central angle of 106°20'24");
thence Westerly 60.86 feet along the arc of a 215.00 foot radius curve to the right (the center bears North 16°11'47" West and the long chord bears South 81°54'44" West 60.65 feet, through a central angle of 16°13'03");
thence West 210.03 feet;
thence North 30.00 feet;
thence East 210.03 feet;
thence Easterly 52.74 feet along the arc of a 185.00 foot radius curve to the left (the center bears North and the long chord bears North 81°49'59" East, through a central angle of 16°20'02");
thence Northeasterly 22.83 feet along the arc of a 15.50 foot radius curve to the left (the center bears North 16°20'02" West and the long chord bears North 31°28'31" East 20.82 feet, through a central angle of 84°22'55");
thence North 78°35'24" East 46.50 feet;
thence South 11°24'36" East 42.00 feet;
thence North 78°35'24" East 11.98 feet;
thence Southwesterly 25.39 feet along the arc of an 18.50 foot radius curve to the left (the center bears South 11°24'36" East and the long chord bears South 39°16'30" West 23.44 feet, through a central angle of 78°37'48");
thence South 0°02'24" East 149.50 feet;
thence Southwesterly 68.79 feet along the arc of a 60.00 foot radius curve to the right,(the center bears South 89°57'36" West and the long chord bears South 32°48'13" West 65.08 feet with a central angle of 65°41'13");
thence South 65°38'49" West 65.90 feet;

thence Southwesterly 34.39 feet along the arc of a 30.00 foot radius curve to the left,(the center bears South 24°21'11" East and the long chord bears South 32°48'13" West 32.54 feet with a central angle of 65°41'13");
thence South 0°02'24" East 192.51 feet;
thence East 328.87 feet;
thence South 67°11'08" East 79.89 feet;
thence East 59.26 feet to the west line of Sandy Parkway;
thence South 12°57'35" East 30.78 feet along the west line of said Sandy Parkway to the point of beginning.

Tax Parcel No. 21-36-352-021-0000
21-36-352-022-0000
21-36-352-024-0000¹
27-01-101-040-0000