

MNT File No. 00025714

Return to: Metro National Title

111 E. Broadway, #111

SLC, UT 84111

Tax Parcel #16-06-479-011

L E A S E

THIS INDENTURE, made the 7 day of July, 2000, between William Grossmann (the "lessor") and Amberly Properties, LC or assigns (the "lessee"),

WITNESSETH:

That the said lessor for and in consideration of the rents, covenants and agreements hereinafter mentioned and reserved to be paid, kept and performed by the said lessee, by these presents does let unto the lessee, their executors, administrators and assigns, all those premises situated, lying and being in the City of Salt Lake, County of Salt Lake and State of Utah, and particularly described as follows:

The eastern 28 feet, more or less, of the real property owned by the lessor, having a street address and commonly known as 613 South Fifth East, Salt Lake City, Utah 84102, extending its the eastern property line that separates said property and the property known as Trolley Lane Apartments, having a street address of 518 East Sixth South, Salt Lake City, Utah. The approximate size of said premises being let hereunder is 28.00 feet east-west by 41.25 feet north-south, to be occupied for a parking lot, incidental landscaping, and for no other purpose.

TO HAVE AND TO HOLD the same, unto the lessee, from the first day of October 2000 until the thirty-first day of December 2099. And the said lessee, in consideration of said lease does covenant and agree with the lessor as follows:

FIRST. To pay as rent for said demised premises the sum of One Hundred and no/100 (\$100.00) Dollars, payable in monthly installments of One Hundred and no/100 (\$100.00), each in advance upon the first day of each and every the month until December 31, 2010. Thereafter the amount of rent shall be increased by ten (10%) percent and remain constant at that newly calculated amount for a period of ten years. Thereafter, the amount of rent shall increase by ten (10%) percent, compounded, for every ten-year period.

And the said lessee further covenants and agrees with the lessor specifically as follows:

SECOND. That at the termination of the time of this lease the lessee will yield and deliver up the said premises to the said lessor in good and undamaged condition. It is also agreed that at the termination of the time of this lease the lessee, at its expense, shall provide a new six-foot high vision-proof fence along the hereinabove mentioned eastern property line of lessor's property. It is also understood that all improvements to the herein-leased property shall then become the sole property of the lessor without additional payment.

THIRD. That if the rent as herein stipulated, or any part thereof, shall be unpaid by the day whereon the same is due and payable, and for ten (10) days thereafter, or if any default shall be made in any of the covenants hereinabove or hereinafter contained to be kept by the said lessee, its executors, administrators, agents, attorneys or assigns, to take possession of said demised premises and every and any part thereof, either with or without legal process, to re-enter, and the same to again repossess and enjoy, as in its first and former state, and the lease shall in such case be deemed terminated. Such default must be indicated by written notice to the Lessor by certified mail. Lessor shall be allowed sixty days (60) from receipt of such notice to remedy any default stated therein.

FOURTH. To pay and discharge all costs, attorney's fees and expenses that would be incurred or expended by the lessor in order to enforce the covenants of this indenture.

FIFTH. The lessee, at its expense, shall provide a six-foot high vision-proof chain link fence along the western boundary of the hereinabove mentioned leased premises. The lessee shall also render vision-proof the existing chain link fences along the northern and southern boundaries of the hereinabove mentioned leased premises. Lessee shall maintain these fences in good condition for the duration of the lease.

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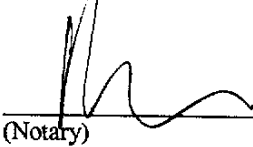
SIXTH. It is understood that this lease, and all of the terms and covenants herein provided, shall survive the sale of either the lessor's or the lessee's properties and shall be binding on all assigns, heirs and representatives.

IN WITNESS HEREOF, the said parties have hereunto set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Notar Lunz, Notariat 8 Heidelberg

(Notary)



  
William Grossmann, Lessor

  
Amberly Properties, LLC by:

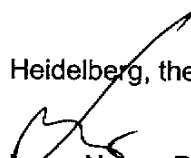
Benjamin C. Logue, Managing Partner

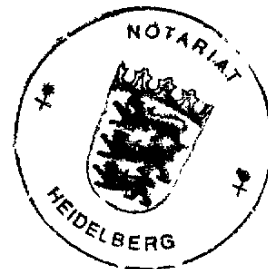
8 Urkundenrolle 715/2000  
Notariat 8 Heidelberg

I hereby certify, that the above is the true signature, subscribed in my presence of

Dr. William Grossmann,  
born at 25.08.1937,  
resident Gaisbergstraße 40 a,  
69115 Heidelberg  
who is personally known to me.

Heidelberg, the 01 day of august 2000

  
Lunz, Notary Public  
Notariat 8 Heidelberg



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EXHIBIT "A"

Beginning at the Northeast corner of Lot 5, Block 19, Plat "B", Salt Lake city Survey; and running thence South 12.4 rods; thence West 55 feet; thence North 12.4 rods; thence East 55 feet to the point of beginning.

PROPERTY ADDRESS: 518 EAST 600 SOUTH  
SALT LAKE CITY, UTAH 84102

7692945  
08/07/2000 11:18 AM 14.00  
Book - 8379 Pg - 5231-5233  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
BY: ZJK, DEPUTY - WI 3 P.

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