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 05/06/2005 04:28 PM \$23.00
 Book - 9128 Pg - 573-579
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: SEM, DEPUTY - WI 7 P.

FIRST AMENDMENT TO PARKING LICENSE AGREEMENT

THIS FIRST AMENDMENT TO PARKING LICENSE AGREEMENT (this "Amendment") is made this 5th day of May, 2005, by Gateway Retail Holdings, L.C., a Utah limited liability company ("Licensor"), and Gateway Office 1, L.C., a Utah limited liability company ("Licensee").

RECITALS:

- A. Licensor and Licensee entered into that certain Parking License Agreement dated June 30, 2004 and recorded in the office of the Salt Lake County Recorder on July 20, 2004 as Entry No. 9125321 in Book 9016 at Pages 2635-2644 (the "PLA").
- B. Licensor is Gateway Associates' successor interest with respect to the PLA and the current fee simple owner of the Parking Facilities.
- C. The PLA pertains to Office Unit 1, which is more particularly described on Exhibit "A" hereto, and the Parking Facilities identified on Exhibit "B" hereto.
- D. Licensor and Licensee desire to amend the PLA to further clarify the respective rights of the parties with respect to a termination of the PLA.

AGREEMENT:

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Section Amendment. Sections 2, 3 and 8 of the PLA are hereby amended and restated in their entirety as follows:
 2. Parking Licenses. Licensor hereby grants to Licensee: (a) the right to have up to 564 Parking Passes per month. Each Parking Pass confers a license on the holder thereof to utilize, in common with other owners and lessees in the

Project and their respective invitees, on a non-exclusive, first-come-first-serve basis, a parking space in the Parking Facilities. Licensor shall operate the Parking Facilities in accordance with existing law and shall provide and maintain parking meeting the foregoing requirements notwithstanding the erection of new structures or the enlargement of existing structures within the Gateway Project.

3. Base Parking Fees. Licensee covenants to pay to Licensor the Base Parking Fee with respect to 484 Parking Passes and the Market Parking Fee (as defined below) with respect to 80 Parking Passes at the address for Licensor set forth at the outset of this Agreement or at such other place as Licensor may designate, in advance on or before the first day of each calendar month during the term hereof, commencing on July 1, 2004. The "Market Parking Fee" shall be the fair market rate agreed to by the Licensor and Licensee provided, if Licensee and Licensor do not agree upon the fair market rate, such rate shall be the fair market rate as determined by an appraiser appointed by mutual agreement of Licensee and Licensor. If Licensee and Licensor do not agree upon an appraiser with fifteen (15) business days, either of them may apply to the Third Judicial District Court in and for Salt Lake County, Utah, to appoint an appraiser. Any appraiser shall be an MAI "state certified general appraiser" (as that term is defined in Utah Code Annotated Section 61-2b-2(15)), with at least ten years of experience appraising commercial properties in Salt Lake County, Utah. (The Base Parking Fee and the Market Parking Fee shall collectively be referred to hereafter as the "Parking Fee".) If the initial distribution of Parking Passes by Licensor to Licensee does not occur so as to allow Permittees to utilize the Parking Facilities commencing on the first day of a calendar month, the Parking Fee shall be paid for the initial fractional calendar month (prorated on a per diem basis) and for the first full calendar month following the distribution of the applicable number of Parking Passes. Not less than five (5) business days prior to the beginning of a calendar month, Licensee shall inform Licensor of the number of initial Parking Passes or additional Parking Passes Licensee will require for the upcoming month. Upon receiving such request, Licensor shall deliver to Licensee the required number of Parking Passes; provided, however, that Licensor shall have no obligation to deliver additional Parking Passes to the extent that issuance of additional Parking Passes will cause Licensee to have in excess of 564 such passes. The Parking Fee for any given month shall be calculated on the basis of the number of applicable Parking Passes issued to Licensee for that month. The Parking Fee may be reduced upon the return of previously issued Parking Passes, but only on a going forward basis and commencing on the first day of the first full month after the month during which the Licensee returns the undesired pass to Licensor; provided, however, that the Licensee must return such undesired passes on or before the fifth (5th) business day prior to the last day of the month in order to avoid paying the applicable Parking Fee for the next month with respect to such undesired Parking Passes. Licensor agrees not to grant to any other person or entity whatsoever any exclusive parking in the Parking Facility, and to take measures to ensure that Permittees are reasonably assured of having a ready

supply of parking spaces during the hours of 6:00 AM to 4:30 PM Monday through Friday, and 6AM to Noon on Saturdays.

8. Term. Except as specifically provided below, this Agreement shall be perpetual in nature and may not be terminated. Notwithstanding the foregoing, this Agreement shall terminate automatically and without any further action on behalf of the parties in the event the Project is terminated. This Agreement may not be terminated by Licensor for default on the part of Licensee; provided, however, that Licensor may bring an action for specific performance or damages and may terminate Licensee's use of the Parking Facilities for so long as the default remains uncured if User's default is either: (a) a failure to pay the Base Fee that is not cured within five (5) business days after written notice from Licensor to Licensee that Licensee's payment of the then applicable Base Fee is past due; or (b) distribution of Parking Passes in violation of this Agreement. Notwithstanding the foregoing, with respect to a non-monetary default, Licensor shall not terminate Licensee's use of the Parking Facilities until the earlier of (i) thirty (30) days after Licensor provides to Licensee written notice of such default ("Default Notice") if Licensee has not cured the default (or within such longer period of time as may be reasonably required to cure a non-monetary default which, due to its nature, cannot reasonably be rectified within thirty (30) days, so long as within said thirty (30) day period Licensee uses reasonable diligence in commencing to effect a cure and thereafter diligently pursues such efforts); or (ii) one hundred twenty (120) days after providing Licensee a Default Notice. The provisions of this Section are intended to limit the remedies of the Licensor in the event of default on the part of Licensee. Notwithstanding the foregoing, any Mortgagee (defined below) that acquires Office Unit 1 and Licensee's interest in this Agreement by foreclosure, trustee's sale or a deed in lieu thereof, and any transferee of such Mortgagee, shall be required to perform only such obligations under this Agreement arising from and after the date of the said Mortgagee's acquisition of Office Unit 1.

2. To the extent the terms of this Amendment modify or conflict with any provisions of the PLA, the terms of this Amendment shall control. All other terms of the PLA not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the PLA unless a contrary intent is clearly implicated.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

"LICENSOR"

GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company, by its Manager

GATEWAY RETAIL MANAGER, INC., a Utah corporation

By: [Signature]
Name: Steven B. Ostler
Title: President

"LICENSEE"

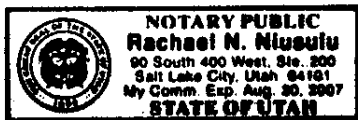
GATEWAY OFFICE 1, L.C., a Utah limited liability company, by its Manager

GATEWAY OFFICE MANAGER, INC., a Utah corporation

By: [Signature]
Steven B. Ostler, Vice President

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of May 2005, by Steven B. Ostler, the President of GATEWAY RETAIL MANAGER, INC., a Utah corporation, which is the Manager of GATEWAY RETAIL HOLDINGS, L.C., a Utah limited liability company.

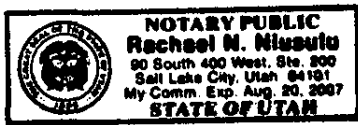


Rachael N. Niusulu
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires: 8-20-07

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of May, 2005, by Steven B. Ostler, Vice President of GATEWAY OFFICE MANAGER, INC., a Utah corporation, which is the Manager of GATEWAY OFFICE 1, a Utah limited liability company.



Rachael N. Niusulu
NOTARY PUBLIC
Residing at Salt Lake City

My Commission Expires: 8-20-07

Exhibit A
To
Parking License

(Legal Description of Office Unit 1)

Office Unit 1, contained within the Gateway Block B Condominium Project as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in Salt Lake County, Utah on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Gateway Block B Declaration may have heretofore been amended or supplemented, the "Block B Declaration"), TOGETHER WITH the undivided ownership interest in said Gateway Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.

Exhibit B
To
Parking License

(Legal Description of Parking Facilities)

Parking Unit 1, contained within the Gateway Block B Condominium Project as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in Salt Lake County, Utah on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Gateway Block B Declaration may have heretofore been amended or supplemented, the "Block B Declaration"), TOGETHER WITH the undivided ownership interest in said Gateway Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.