

LEASE AGREEMENT
(Office Property)

THIS LEASE AGREEMENT ("Lease") is entered into as of the 23 day of January, 1998, by and between the CITY OF CHANDLER, an Arizona municipal corporation, whose address is 25 South Arizona Place, Chandler, Arizona 85225 ("Landlord"), and BOYER ARIZONA PLACE, L.C., a Utah limited liability company, whose address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102 ("Tenant").

RECITALS

A. Landlord is the owner of that real property located in the City of Chandler, Maricopa County, Arizona, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Landlord and Tenant have entered into that Redevelopment Agreement dated November 20, 1997 (the "Redevelopment Agreement") to facilitate the development of an office building on the Property to be known as Chandler Office Building Center, and the development of related entrance roads, walkways, driveways, utilities, common areas and landscaping (collectively, the "Improvements").

C. The Redevelopment Agreement provides for the lease of the Property to Tenant and the construction of the Improvements as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. LEASE OF PROPERTY

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property, subject to the terms and conditions set forth herein.

2. TERM

The term of this Lease shall commence upon the execution of this Lease and continue for a period of fifty (50) years following the Completion Date (as defined below).

3. IMPROVEMENTS

3.1 Completion Date. Tenant shall construct the Improvements as described on Exhibit "B" attached hereto on or before April 15, 1999. As used herein, the term "Completion Date" shall mean the date on which the temporary (or "shell") certificate of occupancy is issued for the Improvements.

3.2 Landlord Approval of Plans and Specifications. Landlord shall have the right of reasonable architectural review of all plans and specifications for the Improvements in accordance with the Redevelopment Agreement.

3.3 Obligation of Landlord. Landlord shall provide Tenant adequate and satisfactory easements or rights-of-way across other land owned and controlled by Landlord for electricity, gas, water, sewer and other customary and necessary utility lines, pipes, conduits or extensions to service the needs of any improvements constructed on the Property.

3.4 A.R.S. §42-1962. It is the intent of the parties that the Improvements qualify as "government property improvements" under A.R.S. §42-1962 and related tax provisions and Landlord and Tenant will agree to any reasonable amendments to this Lease and take such actions required to meet the government property improvement classification and this Lease and this Lease shall be construed to satisfy such requirements.

4. RENT

Commencing on the Completion Date and continuing throughout the term of this Lease, Tenant shall pay to Landlord annual rental in the amount of ONE DOLLAR (\$1.00). The annual rental shall be paid in advance on the first day of each calendar year during the term of this Lease, in lawful money of the United States of America, without deduction, offset, prior notice or demand to Landlord at the address set forth on page one hereto, or at such other place or to such other person as Landlord may from time to time designate in writing.

5. PURCHASE OPTION

Landlord hereby grants to Tenant the exclusive option (the "Purchase Option") to purchase the Property and all of the interest of Landlord therein at any time after the eighth (8th) anniversary of the Completion Date for the consideration and upon the terms and conditions set forth below.

(a) Tenant may exercise the Purchase Option by written notice to Landlord to such effect at any time during the term of this Lease after the eighth (8th) anniversary of the Completion Date. If Tenant fails to exercise the option prior to the end of the term of this Lease the option shall expire and be of no further force and effect.

(b) In the event Tenant exercises the Purchase Option, the purchase price for the Property, including, without limitation, the Landlord's interest therein, shall be ONE MILLION FORTY-THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,040,500.00) (the "Purchase Price").

(c) In the event Tenant exercises the Purchase Option, the consummation of Tenant's purchase of the Property shall occur on or before thirty

(30) days after Landlord's receipt of notice of Tenant's election to exercise the Purchase Option (the "Closing Date"). On the Closing Date, Landlord shall convey to Tenant the Landlord's entire interest in the Property by special warranty deed in form and content satisfactory to Tenant. Such conveyance shall be free and clear of any and all claims, liens, encumbrances, restrictions, defects or clouds on title, other than those matters existing as of the date of Landlord's acquisition of the Property or otherwise approved by Tenant in writing on the Closing Date.

(d) All expenses in connection with conveyance of the Property to Tenant, including but not limited to, title insurance and all other closing costs, shall be paid by Tenant and credited against the purchase price.

(e) The Purchase Option set forth herein shall be a covenant running with the land and burdening the Property. The parties shall execute such recordable documents as Tenant may reasonably request confirming the option rights created herein and/or in order to create such option rights as an encumbrance upon the Property separate from this Lease.

6. TAXES

6.1 Real Estate Taxes. Tenant shall pay all taxes, assessments and impositions imposed or levied upon the Property and Improvements, excluding personal income taxes or franchise taxes levied against Landlord.

6.2 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon fixtures, leasehold improvements and all personal property located in or upon the Property and Improvements.

7. USE OF PREMISES

7.1 Compliance with Laws. Tenant, at its expense, shall comply with all existing and future rules, regulations, ordinances, orders, codes, laws and requirements of all municipal, county, state, federal and other applicable governmental authorities and Tenant's insurance companies and other organizations that establish insurance rates pertaining to the Property.

7.2 Hazardous Substances. Tenant shall not use, produce, store, release, dispose or handle in or about the Property or transfer to or from the Property (or permit any other party to do such acts) any hazardous substance except in compliance with all applicable environmental laws. Tenant shall not be responsible for any hazardous substance or any other environmental condition on the Property that existed on or before the date of this Lease and Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, liability, damages, costs and expenses (including attorneys' fees and costs) arising from any environmental condition that existed on or before the date of this Lease.

7.3 Repair and Maintenance. Tenant shall, at its own cost and expense, keep and maintain all buildings and improvements which may be erected on the Property and all appurtenances thereto in reasonably good and neat order and repair. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas located on the Property in reasonably good and neat order and repair and in substantial conformity with the plans and specifications therefor.

8. MORTGAGE FINANCING; RIGHTS OF MORTGAGE

8.1 Tenant Mortgages. Tenant shall have the right at any time during the term of this Lease to encumber its leasehold estate under this Lease by way of mortgage without the necessity of obtaining the consent of Landlord, provided that no such mortgage shall encumber Landlord's fee interest in the Property, but the foregoing shall not prevent Tenant's mortgage from encumbering Tenant's entire interest in this Lease and the Property.

8.2 Rights of Mortgagees.

(a) Landlord agrees to accept performance and compliance by any mortgagee of Tenant with any term, covenant, agreement, provision or limitation on Tenant's part to be kept, observed or performed by Tenant under this Lease.

(b) Landlord agrees that following a default by Tenant and the expiration of any period within which Tenant may cure such default, it will take no action to terminate the term of this Lease nor to re-enter and take possession of the Property or the Improvements unless it shall first give each mortgagee of Tenant notice after the expiration of any such cure period specifying such default and stating Landlord's intention either to terminate the term of this Lease or to re-enter and take possession of the Property and the Improvements on a date specified in such notice. Notwithstanding such notice, the term of this Lease shall not be terminated nor shall Landlord re-enter and take possession of the Property or the Improvements if (i) such default can be cured by the payment of a fixed monetary amount and within thirty (30) days after the date such notice by Landlord to such mortgagee is given any mortgagee of Tenant shall make such payment, or (ii) such default can be cured with the exercise of reasonable diligence by a mortgagee of Tenant after obtaining possession of the Property and the Improvements and a mortgagee of Tenant, within thirty (30) days after the date such notice is given, commences such proceedings (including, without limitation, the filing of a petition for the appointment of a receiver) as it may deem necessary to obtain such possession and thereafter diligently prosecutes such action and promptly upon obtaining such possession commences (and thereafter diligently pursues) the curing of such default, or (iii) such default is not capable of being cured by a mortgagee of Tenant, even if possession of the Property and the Improvements were obtained, and a mortgagee of Tenant, within sixty (60) days after the date such notice is given, institutes foreclosure proceedings and thereafter prosecutes the same with

diligence or acquires Tenant's interest in this Lease (except that if such mortgagee of Tenant is precluded from instituting or prosecuting such foreclosure proceedings by reason of a bankruptcy or insolvency proceeding filed by or against Tenant said sixty (60) day period shall be extended by a period of time equal to the period during which said mortgagee of Tenant is so precluded from instituting or prosecuting such foreclosure proceedings), and such event of default shall thereupon be deemed to have been waived, but such waiver shall not extend to any new default committed by said mortgagee in carrying out Tenant's obligations hereunder.

(c) In the event of the termination of this Lease prior to its stated expiration date, Landlord shall give all mortgagees of Tenant notice of such termination and Landlord shall enter into a new lease of the Property with a mortgagee of Tenant or, at the request of such mortgagee, with an assignee, designee or nominee of such mortgagee for the remainder of the term of this Lease effective as of the date of such termination, at the rent and upon the same covenants, agreements, terms, provisions and limitations as are herein contained. At Tenant's request, Landlord will enter into an agreement with any mortgagee of Tenant confirming to such mortgagee the rights set forth herein.

(d) If Tenant or any mortgagee of Tenant shall furnish Landlord with a written notice setting forth the name and address of such mortgagee, Landlord shall thereafter send to said mortgagee a copy of any notice given to Tenant under this Lease and no such notice shall be deemed to have been properly given unless and until a copy thereof shall have been sent to such mortgagee at the address specified in such notice.

(e) In connection with the origination of any original mortgages, for Tenant's interim, construction and permanent financing, Landlord shall consent to any modification or amendment to this Lease requested by any mortgagee of Tenant, provided the same does not alter the economic terms of this Lease or adversely affect Landlord's Property.

(f) So long as there is any mortgage of Tenant's leasehold estate under this Lease, this Lease cannot be terminated by an agreement between Landlord and Tenant and this Lease cannot be terminated by Tenant upon a default by Landlord.

(g) No modification or amendment to this Lease shall be effective unless approved in writing by each mortgagee of Tenant.

(h) Landlord hereby consents to Tenant's grant to its mortgagee of a security interest in the personal property owned by Tenant and located at the Property, and to an assignment by Tenant to its mortgagee of all subleases of all or any portion of the Property and the rents, issues and profits therefrom. The interest of Landlord, if any, in such

personal property and subleases, whether granted by the Tenant or by statute, shall be subordinate to the interest of each mortgagee of Tenant.

(i) None of the following shall constitute a default under this Lease or give Landlord any right to terminate this Lease: (i) the exercise by any mortgagee of Tenant or mortgagee's rights and remedies in connection with its mortgage, including but not limited, foreclosure of its mortgage; (ii) acquisition by any mortgagee of Tenant (or any affiliate of any such mortgagee) of Tenant's leasehold interest in the Property and its rights under this Lease, whether by foreclosure, conveyance in lieu of foreclosure, or otherwise; (iii) the acquisition by any person or entity of the leasehold interest in the Property and other rights under this Lease at any foreclosure or trustee' sale or from any mortgagee of Tenant (or any affiliate of such mortgagee).

(j) Each mortgagee of Tenant shall be an express third party beneficiary of the provisions of Section 8 of this Lease.

9. INDEMNITY OF TENANT. Landlord shall indemnify, defend, hold and save harmless Tenant and its employees, agents, occupants, subtenants and its visitors or the visitors of any subtenant, from and against any and all claims, liabilities, losses or damages on account of loss, injury, death or damage to such indemnified persons arising from or by reason of the negligence or willful misconduct of Landlord, its agents and employees.

10. INSURANCE

10.1 Required Insurance. During the construction of the Improvements and until a certificate of completion has been issued therefor, Tenant shall furnish or cause to be furnished to Landlord duplicate originals or appropriate certificates evidencing an all-risk builder's compensation and public liability insurance, including all-risk coverage for materials stored on job site and materials in transit, and bodily injury and property damage insurance policies in the amount of at least \$5,000,000 for any person, \$5,000,000 for any occurrence and \$5,000,000 property damage, naming Landlord as an additional insured. Tenant's Improvements while construction continues will not in any manner jeopardize or reduce the coverage and the all-risk builder's insurance policy. Tenant further covenants and agrees to keep the Improvements and any portion thereof insured with general liability insurance, fire insurance coverage in an amount equal to the replacement cost thereof, with extended coverage, vandalism, and malicious mischief, and public liability, showing Landlord as an additional insured in amounts, forms, and by such companies as shall be approved by Landlord, with an agreement of the insurer(s) to give Landlord twenty (20) days prior written notice of any material change in policies and/or of insurer's intention to cancel said policy or policies.

10.2 Fire and Extended Coverage. After construction, Tenant shall, at its sole expense, obtain and keep in force during the term of this Lease fire and extended coverage insurance on all buildings and improvements that are hereafter placed or built upon the Property. Landlord

shall be named as a co-insured with Tenant. The amount of such insurance shall not be less than the full insurable value of said building and improvements.

The "full insurable value" shall be determined at the time buildings and improvements to be constructed by or for Tenant are completed, and Tenant shall promptly notify Landlord in writing of such determination and deliver a copy of said insurance policy, provided that Landlord or Tenant may at any time, but not more often than once every five (5) years thereafter by written notice to the other, require the full insurable value of said buildings and improvements to be redetermined, whereupon such redetermination shall be made promptly and each party promptly notified in writing of the results thereof.

During the term of this Lease, Tenant shall procure and maintain in full force and effect (i) bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of Tenant with respect to the Property or arising out of the maintenance, use or occupancy thereof, (ii) property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) per accident, and (iii) insurance on all boilers and other pressure vessels, whether fired or unfired, located in the Property in the sum of not less than One Hundred Thousand Dollars (\$100,000.00). All of such insurance shall provide coverage to insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property subject of this Lease.

10.3 Waiver of Subrogation: Release. Notwithstanding any other provisions in this Lease, Tenant and Landlord each waive all rights of recovery against the other, and against the directors, partners, officers, employees, agents and representatives of the other, for loss of, or damage to, the waiving party, its property or the property of others under its control to the extent that such party receives insurance proceeds from any insurance policy in force at the time of such loss or damage.

11. LIENS

Tenant shall keep the Property and the Improvements free and clear of all mechanics' liens incurred by or resulting from acts of Tenant. If any mechanics' lien is filed, Tenant shall institute procedures to ensure the prompt removal thereof.

12. DAMAGE OR DESTRUCTION.

12.1 Destruction. In the event that at any time prior to the expiration of the term of this Lease there shall be a partial or total destruction of the buildings and improvements on the Property or Parking Facility (as defined in the Redevelopment Agreement) from any cause, Tenant shall restore the Property to a safe condition forthwith, as may be necessary, and Tenant shall either:

(a) If the damage is to the Property, diligently restore and rehabilitate said buildings and improvements, Tenant to be obligated to pay the cost of such restoration and rehabilitation only out of the net proceeds actually received by it from the insurance required under this Lease; or

(b) If the damage is to the Property or Parking Facility, within ninety (90) days after such destruction notify Landlord in writing of its election to terminate this Lease and the Lease for the Parking Facility and surrender the Property and Parking Facility to Landlord, in which event Tenant shall (1) if the damage was to the Property promptly remove all buildings and improvements from the Property; (2) if the damage was to the Property diligently restore the land as nearly as possible to the condition existing prior to the construction of said buildings and improvements; (3) make, execute and acknowledge and deliver to Landlord any documents necessary to convey to Landlord all right, title and interest herein granted to Tenant in and to the Property; and (4) thereupon redeliver the land to Landlord in a reasonably neat and clean condition. Tenant shall be entitled to pay the cost of such restoration of the land out of any proceeds received from insurance; the balance of such proceeds shall be divided between Mortgagee, Landlord and Tenant as follows: Mortgagee shall receive an amount equal to the unpaid principal balance of the Mortgage plus accrued interest and any other sums due thereunder or secured thereby; of the sum then remaining, two and one-half percent (2 ½ %) shall be paid to Landlord for each year or fractional year which shall have expired after the date of the execution of this Lease. The remainder of such proceeds shall be paid to Tenant.

13. EMINENT DOMAIN

13.1 Total Condemnation. If the entire Property is taken under the power of eminent domain or conveyed by Landlord under the threat thereof (a "Condemnation"), this Lease Term shall terminate as of the date of Condemnation. All rent and other obligations shall be paid and performed up to such date.

13.2 Partial Condemnation. If a portion of the Property is taken by a Condemnation and such partial taking renders the Premises unsuitable for Tenant's business, as reasonably determined in good faith by Landlord and Tenant, this Lease shall terminate as of the date of Condemnation. If the partial taking by Condemnation does not render the Premises unsuitable for Tenant's business, Tenant may, but shall not be obligated to, restore the Premises to a condition comparable to its condition prior to the Condemnation less the portion lost in the Condemnation, in which case this Lease shall continue in full force and effect. In the event of such partial condemnation, the rental payable hereunder shall be reduced in proportion to the gross area of the Property so taken.

13.3 Condemnation Award. In the event of a Condemnation, whether whole or partial, Tenant shall receive the full amount of any award for the Improvements and the leasehold estate.

14. ASSIGNMENT AND SUBLEASING

14.1 Assignment by Tenant. In addition to the right to freely hypothecate, mortgage or otherwise encumber or convey Tenant's interest in this Lease as set forth in Section 8.1 above, (i) before completion of the Office Building, Tenant shall be entitled to assign its interests herein as provided in the Redevelopment Agreement, (ii) after completion of the Office Building, Tenant shall be entitled to assign its interests herein to any third party without Landlord's consent. Upon any transfer or assignment in which the transferee assumes all of Tenant's obligations hereunder, Tenant shall be released from all liability arising hereunder from and after the date of such assumption and transfer.

14.2 Assignment by Landlord. Prior to the exercise or expiration of Tenant's Purchase Option, Landlord shall not be permitted to transfer or assign its interest lien, hypothecate or otherwise encumber its interest in the Property, and thereafter, only with the approval of Tenant. Any attempted transfer or assignment not permitted herein shall be void and shall confer no rights upon any third person.

14.3 Subleasing. The subleasing, use and operation of the Property and Improvements will be the exclusive privilege and responsibility of Tenant. In this regard, Tenant shall have the right and responsibility to do all things which it deems necessary or advisable for the planning, development, subleasing, use and operation of the Property and Improvements and to make such alterations and improvements thereto as it deems appropriate.

15. NONDISTURBANCE AND JOINDER

Landlord covenants and agrees with Tenant for the benefit of any and all subtenants occupying any part of the Property or the Improvements from time to time, that in the event of a termination of this Lease, the possession of each such subtenant shall not be disturbed so long as such subtenant shall not be in default under its sublease, provided such subtenant shall attorn to Landlord and provided such subleases shall be consistent with this Lease and further provided that Landlord shall have no monetary obligations to such subtenants. This nondisturbance agreement shall be self-operative and no further agreement between Landlord and any such subtenant shall be necessary to effect the same, however, Landlord agrees that from time to time, promptly upon request of Tenant or any subtenant, it will enter into agreements with Tenant and any such subtenant confirming such nondisturbance agreement, provided such subtenant agrees to attorn to Landlord as herein provided.

16. UTILITIES

Tenant shall pay all charges for water, gas, heat, electricity, power, and all other services or utilities used within, or about the Property.

17. INSPECTION.

Landlord shall be entitled at all reasonable times to go on and into the Property for the purposes of inspecting the Property and inspecting the performance by Tenant of the terms and conditions of this Lease, provided Landlord gives Tenant reasonable prior notice, an opportunity to accompany Landlord, and Landlord does not disturb the occupancy of any tenant.

18. SURRENDER OF PREMISES

Tenant shall quit and peaceably surrender the Premises to Landlord upon the termination of this Lease.

19. ESTOPPEL CERTIFICATE

Upon receipt of a request from Tenant, Landlord shall within five (5) days after receipt of such request, execute, acknowledge and deliver to Tenant a written statement (i) certifying that this Lease is unmodified (or, if modified, stating the nature of such modification) and in full force and effect and the dates to which rent and other charges are paid in advance, (ii) acknowledging that there are no uncured defaults by Tenant or specifying any claimed defaults, and (iii) certifying or acknowledging any other matters that Tenant may reasonably request. Any such statements may be relied upon by any prospective transferee or encumbrancer of all or any portion of Tenant's interest in the Property. Landlord's failure to deliver such statement within such 5-day period shall be conclusive against Landlord that (1) this Lease is in full force and effect, without modification, except as represented by Tenant, (2) there are no uncured defaults by Landlord, and (3) rent has not been paid more than one year in advance.

20. QUIET ENJOYMENT

Provided Tenant is not in default hereunder, Landlord will do nothing to prevent Tenant from peaceably and quietly enjoying and occupying the Property and Improvements.

21. DEFAULT, REMEDIES

21.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) Tenant's failure to make any payment of rent due under this Lease and such failure continues for a period of thirty (30) days after the date such payment is due.

(b) Tenant's failure to observe or perform any of Tenant's obligations under this Lease (other than payment or rent) and such failure continues for a period of sixty (60) days after notice from Landlord or such additional time as reasonably necessary provided Tenant is diligently attempting to cure such failure.

21.2 Termination. Notwithstanding any other provision of this Lease, in the event Landlord claims that an Event of Default or other breach of this Lease shall have occurred and such claim becomes the subject of litigation or other binding alternative method of dispute resolution including, without limitation, binding arbitration, all periods to cure granted to Tenant or any Mortgagee pursuant to this Lease shall be tolled and this Lease may not be terminated by Landlord until:

(a) all such litigation or other proceedings are final and all appeal or rehearing periods have expired; and

(b) all cure periods granted to Tenant and Mortgagee under this Lease (which periods shall be deemed to commence to run anew only as of the date described in subsection (a) of this Section) shall have expired.

21.3 Attorneys' Fees. In any dispute between the parties, the prevailing party shall be entitled to recover from the other party immediately upon demand all costs and attorneys' fees, expert witness fees, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript copies, court costs and other similar costs and fees incurred in enforcing its rights and remedies under this Lease, regardless of whether legal proceedings are actually commenced.

22. FORCE MAJEURE

If either party is delayed or prevented from the performance of any act by reason of acts of God, strikes, lockouts, labor troubles, failure or refusal of governmental authorities to timely issue permits or approvals or conduct reviews or inspections, civil disorder, inability to procure materials, restrictive governmental laws or regulations, or other causes beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing herein shall excuse Tenant from the prompt payment of rent or any other sum.

23. NOTICES

All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail or by delivery service. Any notice directed to a Party shall become effective upon the earliest of the following: (i) actual receipt by that Party; (ii) delivery to the designated address of that Party, addressed to that Party; (ii) delivery by overnight courier, (iii) telephone facsimile with receipt confirmed, or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to that Party at its designated address. The designated address of a Party shall be the address of that Party shown below or such other address as that Party, from time to time, may specify by notice to the other Party:

City: Chandler City Clerk
Mail Stop 606
P.O. Box 4008
Chandler, Arizona 85244-4008

With copies to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, Arizona 85244-4008

Boyer: Boyer Arizona Place, L.C.
Attention: H. Roger Boyer
127 South 500 East, Suite 100
Salt Lake City, Utah 84102

With copies to: Streich Lang, P.A.
Renaissance One
Two N. Central Avenue
Phoenix, Arizona 85004
Attention: Bruce B. May

24. GENERAL

24.1 Arizona Law. This Lease shall be construed in accordance with the laws of the State of Arizona.

24.2 No Partnership. Nothing contained in this Lease shall be deemed to create any relationship other than that of landlord and tenant.

24.3 Amendments. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

24.4 Exhibits. Exhibits attached hereto shall by this reference be deemed a part of this Lease as if set forth in full herein.

24.5 Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision may be modified to the minimum extent necessary and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

24.6 Captions. The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and sections are for the purpose of convenience only and shall not control or affect the meaning or construction of any of the provisions.

24.7 Time. Time is of the essence. If any time period provided for herein expires on a Saturday, Sunday or legal holiday, such time period shall be extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.

24.8 No Third Party Rights. Except as expressly provided herein for a mortgagee, no term of this Lease is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

24.9 Authority to Execute. Any individual executing this Lease on behalf of or as representative for a corporation or other person, partnership or entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such party, and that this Lease is binding upon such party in accordance with its terms.

24.10 Binding on Successors and Assigns. Each of the provisions of this Lease shall bind, extend to, and inure to the benefit of the respective heirs, legal representatives, and successors and assigns of both Landlord and Tenant, subject to any restrictions on transfers set forth herein.

24.11 Impartial Interpretation. This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

24.12 Plurals. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender shall include the masculine and feminine genders.

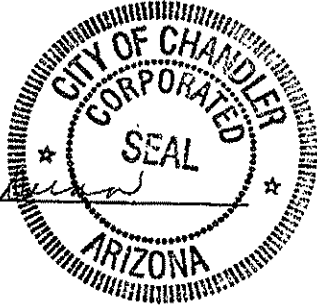
24.13 Memorandum of Lease. Upon execution hereof, the parties shall execute and cause to be recorded a Memorandum of Lease sufficient in form to give notice hereof.

24.14 Limited Recourse. Notwithstanding any other provision of this Lease, neither Tenant nor any of its permitted successors or assigns shall be personally liable in respect of the obligations of Tenant pursuant to this Lease and the sole recourse of Landlord shall be to the interest of Tenant in the Property and any improvements constructed on the Property. Landlord shall neither seek nor obtain any judgment or attachment against Tenant or its permitted successors and assigns which shall be enforceable against the separate assets of Tenant or its permitted successors and assigns.

24.15 Project Name. Developer shall be entitled to change the name of the Office Building or Parking Facility or both subject to the City's approval not to be unreasonably withheld or delayed. City acknowledges that it may be a condition of the Lease with a tenant that the Building Name reflect its presence and that it be entitled to have its name, subject to the City sign code, placed on the exterior of the Building.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

ATTEST:



Carolyn [Signature]
CITY CLERK

CITY OF CHANDLER, an Arizona municipal corporation

By: [Signature]
Name: Jay Tibshraeny
Title: MAYOR

APPROVED AS TO FORM:

LANDLORD

Dennis M. O'Neill
CITY ATTORNEY

BOYER ARIZONA PLACE, L.C., a Utah limited liability company

BY: THE BOYER COMPANY, L.C., a Utah limited liability company, its manager

By: [Signature]
Name: H. Roger Boyer
Title: CHAIRMAN AND MANAGER

TENANT

EXHIBIT "A"

Lot 1, Replat of Lots 116 thru 127 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 44, records of Maricopa County, Arizona.

EXHIBIT "B"

Description of Improvements

Project Plans prepared by MHTN Architects

LEASE AGREEMENT
(Parking Property)

THIS LEASE AGREEMENT ("Lease") is entered into as of the 23 day of January, 1998, by and between the CITY OF CHANDLER, an Arizona municipal corporation, whose address is 25 South Arizona Place, Chandler, Arizona 85225 ("Landlord"), and BOYER ARIZONA PLACE, L.C., a Utah limited liability company, whose address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102 ("Tenant").

RECITALS

A. Landlord is the owner of that real property located in the City of Chandler, Maricopa County, Arizona, more particularly described on Exhibit "A" attached hereto (the "Property").

B. Landlord and Tenant have entered into that Redevelopment Agreement dated November 20, 1997 (the "Redevelopment Agreement") to facilitate the development of a parking structure on the Property (the "Improvements").

C. The Redevelopment Agreement provides for the lease of the Property to Tenant and the construction of the Improvements as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. LEASE OF PROPERTY

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property, subject to the terms and conditions set forth herein.

2. TERM

The term of this Lease shall commence upon the execution of this Lease and continue for a period of fifty (50) years following the Completion Date (as defined below).

3. IMPROVEMENTS

3.1 Completion Date. Tenant shall complete construction of the Improvements as described on Exhibit "B" attached hereto on or before April 15, 1999. As used herein, the term "Completion Date" shall mean the date on which the certificate of occupancy is issued for the Improvements.

3.2 Landlord Contribution. Landlord shall contribute \$3,959,500.00 toward the construction of the Improvements (the "Construction Funds"). The Construction Funds shall be deposited by Landlord into an escrow with Tenant's mortgagee or other account mutually acceptable to Landlord and Tenant contemporaneously with the execution of this Lease and Tenant shall be entitled to draw from the Construction Funds in accordance with the disbursement procedures set forth on Exhibit "C" attached hereto. Any interest accruing on the Construction Funds not applicable to construction costs prior to disbursement thereof to Tenant shall belong to Landlord.

3.3 Landlord Approval of Plans and Specifications. Landlord shall have the right of reasonable architectural review of all plans and specifications for the Improvements in accordance with the Redevelopment Agreement.

3.4 A.R.S. §42-1962. It is the intent of the parties that the Improvements qualify as "government property improvements" under A.R.S. §42-1962 and related tax provisions and Landlord and Tenant will agree to any reasonable amendments to this Lease and take such actions required to meet the government property improvement classification and this Lease shall be construed to satisfy such requirements.

4. RENT

Commencing on the Completion Date and continuing throughout the term of this Lease, Tenant shall pay to Landlord annual rental in the amount of ONE DOLLAR (\$1.00). The annual rental shall be paid in advance on the first day of each calendar year during the term of this Lease, in lawful money of the United States of America, without deduction, offset, prior notice or demand to Landlord at the address set forth on page one hereto, or at such other place or to such other person as Landlord may from time to time designate in writing.

4.1 Renewal Option. Upon the expiration of the Parking Ground Lease and subject to the terms and provisions of the Development Documents, Tenant shall have the right to renew the Parking Garage Lease at the fair market rate for like parking prevailing in the East Valley area at the beginning of the renewal term, taking into consideration the length of term and number of spaces affected. Tenant's right to lease any given number of spaces shall continue from one lease period to the next for as many spaces as leased in the previous period.

5. PARKING RATES

Tenant shall have the right to set and collect all parking fees and charges for the use of the Property and Improvements in its sole discretion. Notwithstanding the foregoing, Tenant shall allow open parking in the Improvements for festivals or similar public events sponsored by Landlord during weekends, national recognized holidays and non-office hours (i.e., after 6:30 p.m.) and to the extent that other users of the Improvements authorized by Tenant do not have any parking needs during such times. Tenant shall have the right to charge on a per car basis the Landlord for parking during the festivals or similar public events to cover the costs of clean-up,

security, damage and other costs incurred by Tenant as a result of such event parking. Landlord shall give Tenant at least 30 days prior written notice of such event, and supply personnel to monitor parking in the facility and cooperate with Developer in minimizing disruption of the Tenant's operations. Tenant will also allow the public additional non-office hour parking in the Improvements as the need for parking in downtown Chandler increases and to the extent such public parking does not conflict with the parking of the other users of the Improvements authorized by Tenant. If Tenant exercises its option to purchase the Office Property in accordance with the terms of the Office Ground Lease (as those terms are defined in the Redevelopment Agreement), then Landlord shall pay to Tenant at the Closing for such purchase through the escrow therefor the sum of ONE MILLION FORTY THOUSAND FIVE HUNDRED DOLLARS (\$1,040,500) in cash or readily available funds for the parking privileges granted to Landlord herein.

6. TAXES

6.1 Real Estate Taxes. Tenant shall pay all taxes, assessments and impositions imposed or levied upon the Property and Improvements, excluding personal income taxes or franchise taxes levied against Landlord.

6.2 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon fixtures, leasehold improvements and all personal property located in or upon the Property and Improvements.

7. USE OF PREMISES

7.1 Compliance with Laws. Tenant, at its expense, shall comply with all existing and future rules, regulations, ordinances, orders, codes, laws and requirements of all municipal, county, state, federal and other applicable governmental authorities and Tenant's insurance companies and other organizations that establish insurance rates pertaining to the Property.

7.2 Hazardous Substances. Tenant shall not use, produce, store, release, dispose or handle in or about the Property or transfer to or from the Property (or permit any other party to do such acts) any hazardous substance except in compliance with all applicable environmental laws. Tenant shall not be responsible for any hazardous substance or any other environmental condition on the Property that existed on or before the date of this Lease and Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, liability, damages, costs and expenses (including attorneys' fees and costs) arising from any environmental condition that existed on or before the date of this Lease.

7.3 Repair and Maintenance. Tenant shall, at its own cost and expense, keep and maintain all buildings and improvements which may be erected on the Property and all appurtenances thereto in reasonably good and neat order and repair. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas located on the

Property in reasonably good and neat order and repair and in substantial conformity with the plans and specifications therefor.

8. MORTGAGE FINANCING; RIGHTS OF MORTGAGE

8.1 Tenant Mortgages. Tenant shall have the right at any time during the term of this Lease to encumber its leasehold estate under this Lease by way of mortgage without the necessity of obtaining the consent of Landlord, provided that no such mortgage shall encumber Landlord's fee interest in the Property, or rights of Landlord in the fee interest upon surrender of the Premises, but the foregoing shall not prevent Tenant's mortgages from encumbering Tenant's entire interest in this Lease and the Property.

8.2 Rights of Mortgagees.

(a) Landlord agrees to accept performance and compliance by any mortgagee of Tenant with any term, covenant, agreement, provision or limitation on Tenant's part to be kept, observed or performed by Tenant under this Lease.

(b) Landlord agrees that following a default by Tenant and the expiration of any period within which Tenant may cure such default, it will take no action to terminate the term of this Lease nor to re-enter and take possession of the Property or the Improvements unless it shall first give each mortgagee of Tenant notice after the expiration of any such cure period specifying such default and stating Landlord's intention either to terminate the term of this Lease or to re-enter and take possession of the Property and the Improvements on a date specified in such notice. Notwithstanding such notice, the term of this Lease shall not be terminated nor shall Landlord re-enter and take possession of the Property or the Improvements if (i) such default can be cured by the payment of a fixed monetary amount and within thirty (30) days after the date such notice by Landlord to such mortgagee is given any mortgagee of Tenant shall make such payment, or (ii) such default can be cured with the exercise of reasonable diligence by a mortgagee of Tenant after obtaining possession of the Property and the Improvements and a mortgagee of Tenant, within thirty (30) days after the date such notice is given, commences such proceedings (including, without limitation, the filing of a petition for the appointment of a receiver) as it may deem necessary to obtain such possession and thereafter diligently prosecutes such action and promptly upon obtaining such possession commences (and thereafter diligently pursues) the curing of such default, or (iii) such default is not capable of being cured by a mortgagee of Tenant, even if possession of the Property and the Improvements were obtained, and a mortgagee of Tenant, within sixty (60) days after the date such notice is given, institutes foreclosure proceedings and thereafter prosecutes the same with diligence or acquires Tenant's interest in this Lease (except that if such mortgagee of Tenant is precluded from instituting or prosecuting such foreclosure proceedings by reason of a bankruptcy or insolvency proceeding filed by or against Tenant said

sixty (60) day period shall be extended by a period of time equal to the period during which said mortgagee of Tenant is so precluded from instituting or prosecuting such foreclosure proceedings), and such event of default shall thereupon be deemed to have been waived, but such waiver shall not extend to any new default committed by said mortgagee in carrying out Tenant's obligations hereunder.

(c) In the event of the termination of this Lease prior to its stated expiration date, Landlord shall give all mortgagees of Tenant notice of such termination and Landlord shall enter into a new lease of the Property with a mortgagee of Tenant or, at the request of such mortgagee, with an assignee, designee or nominee of such mortgagee for the remainder of the term of this Lease effective as of the date of such termination, at the rent and upon the same covenants, agreements, terms, provisions and limitations as are herein contained. At Tenant's request, Landlord will enter into an agreement with any mortgagee of Tenant confirming to such mortgagee the rights set forth herein.

(d) If Tenant or any mortgagee of Tenant shall furnish Landlord with a written notice setting forth the name and address of such mortgagee, Landlord shall thereafter send to said mortgagee a copy of any notice given to Tenant under this Lease and no such notice shall be deemed to have been properly given unless and until a copy thereof shall have been sent to such mortgagee at the address specified in such notice.

(e) In connection with the origination of any original mortgages, for Tenant's interim, construction and permanent financing, Landlord shall consent to any modification or amendment to this Lease requested by any mortgagee of Tenant, provided the same does not alter the economic terms of this Lease or adversely affect Landlord's Property.

(f) So long as there is any mortgage of Tenant's leasehold estate under this Lease, this Lease cannot be terminated by an agreement between Landlord and Tenant and this Lease cannot be terminated by Tenant upon a default by Landlord.

(g) No modification or amendment to this Lease shall be effective unless approved in writing by each mortgagee of Tenant.

(h) Landlord hereby consents to Tenant's grant to its mortgagee of a security interest in the personal property owned by Tenant and located at the Property, and to an assignment by Tenant to its mortgagee of all subleases of all or any portion of the Property and the rents, issues and profits therefrom. The interest of Landlord, if any, in such personal property and subleases, whether granted by the Tenant or by statute, shall be subordinate to the interest of each mortgagee of Tenant.

(i) None of the following shall constitute a default under this Lease or give Landlord any right to terminate this Lease: (i) the exercise by any mortgagee of Tenant or mortgagee's rights and remedies in connection with its mortgage, including but not limited, foreclosure of its mortgage; (ii) acquisition by any mortgage of Tenant (or any affiliate of any such mortgagee) of Tenant's leasehold interest in the Property and its rights under this Lease, whether by foreclosure, conveyance in lieu of foreclosure, or otherwise; (iii) the acquisition by any person or entity of the leasehold interest in the Property and other rights under this Lease at any foreclosure or trustee' sale or from any mortgagee of Tenant (or any affiliate of such mortgagee).

(j) Each mortgagee of Tenant shall be an express third party beneficiary of the provisions of Section 8 of this Lease.

9. INDEMNITY OF TENANT. Landlord shall indemnify, defend, hold and save harmless Tenant and its employees, agents, occupants, subtenants and its visitors or the visitors of any subtenant, from and against any and all claims, liabilities, losses or damages on account of loss, injury, death or damage to such indemnified persons arising from or by reason of the negligence or willful misconduct of Landlord, its agents and employees.

10. INSURANCE

10.1 Required Insurance. During the construction of the Improvements and until a certificate of completion has been issued therefor, Tenant shall furnish or cause to be furnished to Landlord duplicate originals or appropriate certificates evidencing an all-risk builder's compensation and public liability insurance, including all-risk coverage for materials stored on job site and materials in transit, and bodily injury and property damage insurance policies in the amount of at least \$5,000,000 for any person, \$5,000,000 for any occurrence and \$5,000,000 property damage, naming Landlord as an additional insured. Tenant's Improvements while construction continues will not in any manner jeopardize or reduce the coverage and the all-risk builder's insurance policy. Tenant further covenants and agrees to keep the Improvements and any portion thereof insured with general liability insurance, fire insurance coverage in an amount equal to the replacement cost thereof, with extended coverage, vandalism, and malicious mischief, and public liability, showing Landlord as an additional insured in amounts, forms, and by such companies as shall be approved by Landlord, with an agreement of the insurer(s) to give Landlord twenty (20) days prior written notice of any material change in policies and/or of insurer's intention to cancel said policy or policies.

10.2 Fire and Extended Coverage. After construction, Tenant shall, at its sole expense, obtain and keep in force during the term of this Lease fire and extended coverage insurance on all buildings and improvements that are hereafter placed or built upon the Property. Landlord shall be named as a co-insured with Tenant. The amount of such insurance shall not be less than the full insurable value of said building and improvements.

The "full insurable value" shall be determined at the time buildings and improvements to be constructed by or for Tenant are completed, and Tenant shall promptly notify Landlord in writing of such determination and deliver a copy of said insurance policy, provided that Landlord or Tenant may at any time, but not more often than once every five (5) years thereafter by written notice to the other, require the full insurable value of said buildings and improvements to be redetermined, whereupon such redetermination shall be made promptly and each party promptly notified in writing of the results thereof.

During the term of this Lease, Tenant shall procure and maintain in full force and effect (i) bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability of Tenant with respect to the Property or arising out of the maintenance, use or occupancy thereof, (ii) property damage liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) per accident, and (iii) insurance on all boilers and other pressure vessels, whether fired or unfired, located in the Property in the sum of not less than One Hundred Thousand Dollars (\$100,000.00). All of such insurance shall provide coverage to insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property subject of this Lease

10.3 Waiver of Subrogation: Release. Notwithstanding any other provisions in this Lease, Tenant and Landlord each waive all rights of recovery against the other, and against the directors, partners, officers, employees, agents and representatives of the other, for loss of, or damage to, the waiving party, its property or the property of others under its control to the extent that such party receives insurance proceeds from any insurance policy in force at the time of such loss or damage.

11. LIENS

Tenant shall keep the Property and the Improvements free and clear of all mechanics' liens incurred by or resulting from acts of Tenant. If any mechanics' lien is filed, Tenant shall institute procedures to ensure the prompt removal thereof.

12. DAMAGE OR DESTRUCTION.

12.1 Destruction. In the event that at any time prior to the expiration of the term of this Lease there shall be a partial or total destruction of the buildings and improvements on the Property from any cause, Tenant shall restore the Property to a safe condition forthwith and Tenant shall either:

(a) If the damage is to the Property, diligently restore and rehabilitate said buildings and improvements, Tenant to be obligated to pay the cost of such restoration and rehabilitation only out of the net proceeds actually received by it from the insurance required under this Lease; or

(b) If the damage is to the Property or Office Property, within ninety (90) days after such destruction notify Landlord in writing of its election to terminate this Lease and the Lease of the Office Property and surrender the Property to Landlord, in which event Tenant shall (1) if the damage was to the Office Property promptly remove all buildings and improvements from the Property; (2) if the damage was to the Office Property diligently restore the land as nearly as possible to the condition existing prior to the construction of said buildings and improvements; (3) make, execute and acknowledge and deliver to Landlord any documents necessary to convey to Landlord all right, title and interest herein granted to Tenant in and to the Property; and (4) thereupon redeliver the land to Landlord in a reasonably neat and clean condition. Tenant shall be entitled to pay the cost of such restoration of the land out of any proceeds received from insurance; the balance of such proceeds shall be divided between Mortgagee, Landlord and Tenant as follows: Mortgagee shall receive an amount equal to the unpaid principal balance of the Mortgage plus accrued interest and any other sums due thereunder or secured thereby; of the sum then remaining, two and one-half percent (2 ½ %) shall be paid to Landlord for each year or fractional year which shall have expired after the date of the execution of this Lease. The remainder of such proceeds shall be paid to Tenant.

13. EMINENT DOMAIN

13.1 Total Condemnation. If the entire Property is taken under the power of eminent domain or conveyed by Landlord under the threat thereof (a "Condemnation"), this Lease Term shall terminate as of the date of Condemnation. All rent and other obligations shall be paid and performed up to such date.

13.2 Partial Condemnation. If a portion of the Property is taken by a Condemnation and such partial taking renders the Premises unsuitable for Tenant's business, as reasonably determined in good faith by Landlord and Tenant, this Lease shall terminate as of the date of Condemnation. If the partial taking by Condemnation does not render the Premises unsuitable for Tenant's business, Tenant may, but shall not be obligated to, restore the Premises to a condition comparable to its condition prior to the Condemnation less the portion lost in the Condemnation, in which case this Lease shall continue in full force and effect. In the event of such partial condemnation, the rental payable hereunder shall be reduced in proportion to the gross area of the Property so taken.

13.3 Condemnation Award. In the event of a Condemnation, whether whole or partial, Tenant shall receive the full amount of any award for the Improvements and the leasehold estate.

14. ASSIGNMENT AND SUBLEASING

14.1 Assignment by Tenant. In addition to the right to freely hypothecate, mortgage or otherwise encumber or convey Tenant's interest in this Lease as set forth in Section 8.1 above, (i) before completion of the Parking Facility, Tenant shall be entitled to assign its interest herein as provided in the Redevelopment Agreement, (ii) after completion of the Parking Facility, Tenant shall be entitled to assign its interests herein to any third party without Landlord's consent. Upon

any transfer or assignment in which the transferee assumes all of Tenant's obligations hereunder, Tenant shall be released from all liability arising hereunder from and after the date of such assumption and transfer.

14.2 Assignment by Landlord. Landlord shall not be permitted to transfer or assign its interest lien, hypothecate or otherwise encumber its interest in the Property without the approval of Tenant, which approval may be withheld in Tenant's sole discretion. Any attempted transfer or assignment not permitted herein shall be void and shall confer no rights upon any third person.

14.3 Subleasing. The subleasing, use and operation of the Property and Improvements will be the exclusive privilege and responsibility of Tenant. In this regard, Tenant shall have the right and responsibility to do all things which it deems necessary or advisable for the planning, development, subleasing, use and operation of the Property and Improvements and to make such alterations and improvements thereto as it deems appropriate.

15. NONDISTURBANCE AND JOINDER

Landlord covenants and agrees with Tenant for the benefit of any and all subtenants occupying any part of the Property or the Improvements from time to time, that in the event of a termination of this Lease, the possession of each such subtenant shall not be disturbed so long as such subtenant shall not be in default under its sublease, provided such subtenant shall attorn to Landlord and provided such subleases shall be consistent with this Lease and further provided that Landlord shall have no monetary obligations to such subtenants. This nondisturbance agreement shall be self-operative and no further agreement between Landlord and any such subtenant shall be necessary to effect the same, however, Landlord agrees that from time to time, promptly upon request of Tenant or any subtenant, it will enter into agreements with Tenant and any such subtenant confirming such nondisturbance agreement, provided such subtenant agrees to attorn to Landlord as herein provided.

16. UTILITIES

Tenant shall pay all charges for water, gas, heat, electricity, power, and all other services or utilities used within, or about the Property.

17. SURRENDER OF PREMISES

Tenant shall quit and peaceably surrender the Premises to Landlord upon the termination of this Lease free of all liens and encumbrances created by an act of Tenant or by any person with whom the Tenant contacted, for material, supplies or services. The Property shall be surrendered in good condition except for normal wear and tear.

18. ESTOPPEL CERTIFICATE

Upon receipt of a request from Tenant, Landlord shall within ten (10) days after receipt of such request, execute, acknowledge and deliver to Tenant a written statement (i) certifying that this Lease is unmodified (or, if modified, stating the nature of such modification) and in full force and effect and the dates to which rent and other charges are paid in advance, (ii) acknowledging that there are no uncured defaults by Tenant or specifying any claimed defaults, and (iii) certifying or acknowledging any other matters that Tenant may reasonably request. Any such statements may be relied upon by any prospective transferee or encumbrancer of all or any portion of Tenant's interest in the Property. Landlord's failure to deliver such statement within such 5-day period shall be conclusive against Landlord that (1) this Lease is in full force and effect, without modification, except as represented by Tenant, (2) there are no uncured defaults by Landlord, and (3) rent has not been paid more than one year in advance.

19. QUIET ENJOYMENT

Provided Tenant is not in default hereunder, Landlord will do nothing to prevent Tenant from peaceably and quietly enjoying and occupying the Property and Improvements.

20. DEFAULT, REMEDIES

20.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) Tenant's failure to make any payment of rent due under this Lease and such failure continues for a period of thirty (30) days after the date such payment is due.

(b) Tenant's failure to observe or perform any of Tenant's obligations under this Lease (other than payment or rent) and such failure continues for a period of sixty (60) days after notice from Landlord or such additional time as reasonably necessary provided Tenant is diligently attempting to cure such failure.

20.2 Termination. Notwithstanding any other provision of this Lease, in the event Landlord claims that an Event of Default or other breach of this Lease shall have occurred and such claim becomes the subject of litigation or other binding alternative method of dispute resolution including, without limitation, binding arbitration, all periods to cure granted to Tenant or any Mortgagee pursuant to this Lease shall be tolled and this Lease may not be terminated by Landlord until:

(a) all such litigation or other proceedings are final and all appeal or rehearing periods have expired; and

(b) all cure periods granted to Tenant and Mortgagee under this Lease (which periods shall be deemed to commence to run anew only as of the date described in subsection (a) of this Section) shall have expired.

20.3 Attorneys' Fees. In any dispute between the parties, the prevailing party shall be entitled to recover from the other party immediately upon demand all costs and attorneys' fees, expert witness fees, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript copies, court costs and other similar costs and fees incurred in enforcing its rights and remedies under this Lease, regardless of whether legal proceedings are actually commenced.

21. FORCE MAJEURE

If either party is delayed or prevented from the performance of any act by reason of acts of God, strikes, lockouts, labor troubles, failure or refusal of governmental authorities to timely issue permits or approvals or conduct reviews or inspections, civil disorder, inability to procure materials, restrictive governmental laws or regulations, or other causes beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing herein shall excuse Tenant from the prompt payment of rent or any other sum.

22. NOTICES

All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail or by delivery service. Any notice directed to a Party shall become effective upon the earliest of the following: (i) actual receipt by that Party; (ii) delivery to the designated address of that Party, addressed to that Party; (iii) delivery by overnight courier, (iii) telephone facsimile with receipt confirmed, or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to that Party at its designated address. The designated address of a Party shall be the address of that Party shown below or such other address as that Party, from time to time, may specify by notice to the other Party:

City: Chandler City Clerk
Mail Stop 606
P.O. Box 4008
Chandler, Arizona 85244-4008

With copies to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, Arizona 85244-4008

Boyer: Boyer Arizona Place, L.C.
Attention: H. Roger Boyer
127 South 500 East, Suite 100
Salt Lake City, Utah 84102

With copies to: Streich Lang, P.A.
Renaissance One
Two N. Central Avenue
Phoenix, Arizona 85004
Attention: Bruce B. May

23. GENERAL

23.1 Arizona Law. This Lease shall be construed in accordance with the laws of the State of Arizona.

23.2 No Partnership. Nothing contained in this Lease shall be deemed to create any relationship other than that of landlord and tenant.

23.3 Amendments. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

23.4 Exhibits. Exhibits attached hereto shall by this reference be deemed a part of this Lease as if set forth in full herein.

23.5 Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision may be modified to the minimum extent necessary and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23.6 Captions. The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and sections are for the purpose of convenience only and shall not control or affect the meaning or construction of any of the provisions.

23.7 Time. Time is of the essence. If any time period provided for herein expires on a Saturday, Sunday or legal holiday, such time period shall be extended to the next succeeding day that is not a Saturday, Sunday or legal holiday.

23.8 No Third Party Rights. Except as expressly provided herein for a mortgagee, no term of this Lease is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

23.9 Authority to Execute. Any individual executing this Lease on behalf of or as representative for a corporation or other person, partnership or entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such party, and that this Lease is binding upon such party in accordance with its terms.

23.10 Binding on Successors and Assigns. Each of the provisions of this Lease shall bind, extend to, and inure to the benefit of the respective heirs, legal representatives, and successors and assigns of both Landlord and Tenant, subject to any restrictions on transfers set forth herein.

23.11 Impartial Interpretation. This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

23.12 Plurals. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender shall include the masculine and feminine genders.

23.13 Memorandum of Lease. Upon execution hereof, the parties shall execute and cause to be recorded a Memorandum of Lease sufficient in form to give notice hereof.

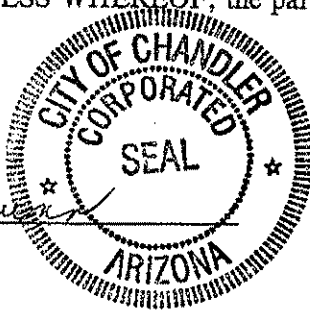
23.14 Limited Recourse. Notwithstanding any other provision of this Lease, neither Tenant nor any of its permitted successors or assigns shall be personally liable in respect of the obligations of Tenant pursuant to this Lease and the sole recourse of Landlord shall be to the

interest of Tenant in the Property and any improvements constructed on the Property. Landlord shall neither seek nor obtain any judgment or attachment against Tenant or its permitted successors and assigns which shall be enforceable against the separate assets of Tenant or its permitted successors and assigns.

23.15 Rule Against Perpetuities. If any interest purported to be created by this Lease is challenged under the rule against perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Royal Family of Great Britain, as of the date of this Lease who are living at the time the period of perpetuities starts to run on the challenged interest.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

ATTEST:



CITY OF CHANDLER, an Arizona municipal corporation

Carolyn A. Dumas
CITY CLERK

By: Jay Tibbitts
Name: Jay Tibbitts
Title: MAYOR

APPROVED AS TO FORM:

LANDLORD

Dennis M. O'Neill
CITY ATTORNEY

BOYER ARIZONA PLACE, L.C., a Utah limited liability company

BY: THE BOYER COMPANY, L.C., a Utah limited liability company, its manager

By: H. Roger Boyer
Name: H. Roger Boyer
Title: CHAIRMAN AND MANAGER

TENANT

EXHIBIT "A"

Lot 1, Replat of Lots 419 thru 425 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 43, records of Maricopa County, Arizona.

EXHIBIT "B"

Description of Improvements

Project Plans prepared by MHTN Architects

EXHIBIT "C"

Disbursement Procedures

The Construction Funds shall be disbursed to Tenant from time to time to pay the costs to construct the Improvements, as construction progresses, in the following manner:

1. The Construction Funds shall be disbursed to Tenant in amounts equal to: (i) all expenditures for labor performed and material supplied for construction of the Improvements during the period immediately preceding that disbursement, plus (ii) indirect construction costs actually paid or incurred by Borrower that have not been covered by previous disbursements. Indirect construction costs shall mean those costs related to the construction of the Improvements, other than the cost of labor and materials, and include, but are not limited to, title insurance premiums, permit fees, architect and engineering fees, legal fees, taxes and interest during construction.

2. Each disbursement of the Construction Funds shall be conditioned upon Landlord's receipt of the following:

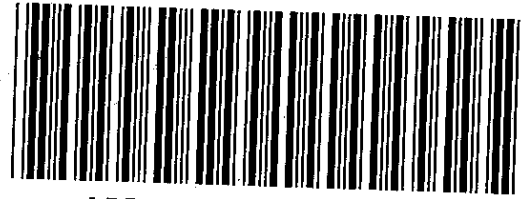
(a) A disbursement request setting forth the amounts expended to date for the Improvements, the amounts then due and unpaid for construction of the Improvements and an itemized estimate of the amount necessary to complete the Improvements.

(b) The certification by Tenant that: (i) all work performed is in substantial accordance with the plans and specifications approved by Landlord; (ii) all governmental licenses and permits required for the Improvements as then completed have been obtained and will be exhibited to Lender upon request; and (iii) the Improvements as then completed do not violate, and, if further completed in accordance with the plans and specifications approved by Landlord, will not violate, any law, ordinance, rule or regulation.

(c) Paid invoices and lien waivers relating to the construction of the Improvements for all work through the date of the previous disbursement request and invoices for all work covered by the current disbursement request.

(d) Evidence that any inspection required by any state, city or other governmental authority has been completed with results satisfactory to that authority.

A-09-028
KR E-



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0086558 02/04/98 11:30

LITIAN 2 OF 3

When recorded, mail to:

Streich Lang, P.A.
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391
Attn: Bruce B. May, Esq.

RECIPROCAL EASEMENT AGREEMENT

BY THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") entered into this 23 day of January, 1998 the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and BOYER ARIZONA PLACE, L.C., a Utah limited liability company ("Boyer"), state, confirm and agree as follows:

RECITALS

- A. City owns the real property located in the City of Chandler, Maricopa County, Arizona, more particularly described on Exhibit "A" attached hereto, including, without limitation, the abandoned alleyways described thereon (collectively, the "Parking Parcel").
- B. Boyer owns the real property located in the City of Chandler, Maricopa County, Arizona, more particularly described on Exhibit "B" attached hereto (the "Office Parcel").
- C. City and Boyer have entered or will enter into several agreements with respect to the Parking Parcel and the Office Parcel, including, without limitation, the Redevelopment Agreement dated Jan. 23, 1998 (the "Redevelopment Agreement") and the Office Ground Lease and the Parking Ground Lease (as those terms are defined in the Redevelopment Agreement). The Redevelopment Agreement, the Office Ground Lease and the Parking Ground Lease shall be referred to herein collectively as the "Development Documents".
- D. The Parking Parcel and the Office Parcel are located adjacent to each other and the parties hereto desire and intend to provide for a reciprocal easement for purposes of parking, access, ingress and egress over, on, and across portions of the Parking Parcel for the benefit of the Office Parcel and over, on and across portions of the Office Parcel for the benefit of the Parking Parcel.
- E. City and Boyer may be referred to herein individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged and confirmed, the Parties agree as follows.

AGREEMENT

1. Grant of Easements.

1.1 Parking Parcel. During the term of the Parking Ground Lease, City hereby grants to Boyer, its successors and assigns, for the benefit of the Office Parcel and the tenants, guests, customers, licensees and invitees of Boyer, a permanent, non-exclusive easement over, on, and across all driveways, access ways, entrances and exits now or hereafter located on the Parking Parcel for pedestrian and vehicular access, ingress and egress, along with a permanent, (except as set forth herein) exclusive easement over and on all parking spaces, parking structures and parking areas now or hereafter located on the Parking Parcel for vehicular parking. Upon the expiration of the Parking Ground Lease, and subject to the terms and provisions of the Development Documents, Boyer shall have an exclusive easement to use spaces in the Parking Parcel for the fair market rate for like parking rental prevailing in the East Valley area at the beginning of the term, taking into consideration the length of term and number of spaces affected. After the expiration of the Parking Ground Lease, Boyer shall not be entitled to designate for exclusive parking a number of spaces higher than those previously designated. The remaining spaces shall be available, if at all, on the terms set forth above.

1.2 Office Parcel. Boyer hereby grants to City, its successors and assigns, for the benefit of the Parking Parcel and the tenants, guests, customers, licensees and invitees of City, a permanent, non-exclusive easement over, on, and across all driveways, access ways, entrances and exits now or hereafter located on the Office Parcel for pedestrian and vehicular access, ingress and egress.

2. Improvements. Each Party shall have the right, at such Party's own cost and expense, relative to such Party's respective parcel, to construct such parking structures, parking spaces, parking areas, entrances, exits, driveways and access ways (collectively, "Improvements") as are reasonably necessary to use, own, occupy, lease, and operate such Party's parcel for any lawful purpose, provided that such Party's activities in constructing and relocating any Improvements shall not interfere with the other Party's use and enjoyment of such Improvements other than reasonable inconvenience during such construction or relocation activities, and further provided that the parking and access rights created hereunder shall not be impaired, jeopardized or limited as a result of such Party's construction and relocation activities. Each Party agrees to use reasonable efforts to minimize the impact of such construction and relocation activities on the other Party's use and enjoyment of such Improvements. Any Improvements constructed on either

Party's parcel shall be constructed in a good and workmanlike manner and in accordance with applicable federal, state and local laws, rules, regulations, and ordinances.

3. Indemnification. Each Party shall defend, indemnify and hold the other Party, its successors and assigns, officers, employees, partners and agents, harmless from, of, for and against any and all liabilities, claims, damages, costs, demands, obligations, losses, expenses, costs, including attorneys' fees and court costs, and causes of action resulting from, arising out of or relating in any manner to the use, construction, maintenance, operation, and repair of the easements hereby granted and the Improvements constructed or made by such Party and its guests, invitees, agents, licensees and employees.

4. Remedies. In the event of any breach or default of any term or provision hereof, if such breach or default is not cured within thirty (30) days after written notice thereof is given to the defaulting Party by the non-defaulting Party (provided, however, that if such default cannot reasonably be cured within thirty (30) days, then the breaching Party shall not be deemed in default if the defaulting Party commences to cure such breach or default within said thirty-day period and thereafter diligently pursues such curing to completion), the non-defaulting Party shall be entitled to exercise any and all rights and remedies available to such non-defaulting Party pursuant to this Agreement, or existing at law or in equity, including, without limitation, the following:

(a) the right to demand and seek specific performance of the defaulting Party's obligations hereunder;

(b) the right to receive and recover damages from the defaulting Party resulting from such defaulting Party's breach or default; and

(c) without curing the breach or default, the right to perform any reasonable act and/or make any reasonable payment for which the other Party is in default, in which event all expenses, costs, losses, damages and fees (including, without limitation, attorneys' fees) incurred in so doing shall be due and owing from the Party in default upon receipt of a statement outlining in reasonable detail the expenses, costs, losses, damages and fees incurred in connection with the defaulting Party's breach. All such amounts shall bear interest (as provided below) from the date of such statement until paid.

5. Cumulative Remedies. The remedies permitted or available pursuant to the provisions of this Agreement, at law or in equity, shall be cumulative.

6. Attorneys' Fees and Costs. In the event suit is brought for the enforcement of, or the declaration of rights pursuant to, this Agreement or as the result of any alleged breach of any restriction, covenant or other provision of this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such proceedings shall include an award thereof.

7. Interest. Any amount due to either Party hereunder which is not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

8. MISCELLANEOUS.

8.1 No Obstructions. Except as may be reasonably necessary to perform the construction, relocation and maintenance obligations set forth herein or in the Development Documents, no fence, wall, structure, building or other barrier or obstruction, permanent or temporary, shall be placed on or around each Party's respective parking structures, parking areas, driveways, entrances, exits or access ways in any manner that might interfere with the purpose of the easements created hereunder or that might interfere with the rights granted herein.

8.2 Taxes. Each Party shall pay in a timely manner all taxes, assessments and other charges for which a lien could be imposed upon the fee interest of each Party's respective parcel which would be superior to the rights created by this Agreement.

8.3 No Liens or Encumbrances. Each Party represents to the other that such Party's parcel is free and clear of any liens, encumbrances, mortgages or deeds of trust other than the liens and encumbrances permitted under the Development Documents.

8.4 Severability. Invalidation of any of the restrictions or other provisions of this Agreement shall in no way affect any of the other restrictions or provisions of this Agreement.

8.5 Headings. The captions and headings of the various Articles and Sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective Articles or Sections.

8.6 Effective Date. This Agreement shall take effect only upon its recordation in the Official Records of Maricopa County, Arizona.

8.7 Liability. Neither Party hereto shall remain liable for any default hereunder occurring after such Party's transfer of its interest in such Party's respective parcel, and such Party's successor shall be deemed to have assumed all of the duties and obligations arising under this Agreement relative to such assignee's parcel.

8.8 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either Party's respective parcel to the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

8.9 Covenants to Run with Land. All provisions of this Agreement touch and concern each Party's respective parcel and shall run with the land and be binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the Parties.

8.10 Incorporation of Recitals and Exhibits. All recitals set forth above and all exhibits attached hereto are by this reference incorporated herein and restated as though set forth in full.

8.11 Modification and Termination. The Parties hereby acknowledge that City will own fee title to both the Parking Parcel and the Office Parcel for a presently undetermined period of time from or soon after the execution of this Agreement. The Parties further acknowledge that the Parties desire that this Agreement not be terminated by merger of interest by such ownership by City. Accordingly, the parties hereby agree that this Agreement may not be terminated for a period of twenty-five (25) years from the date hereof except by a written agreement signed by City and Boyer or their respective successors and assigns, including any mortgagee, beneficiary under a trust deed or any other lender succeeding to Boyer's interest or such lender's respective successors and assigns. Thereafter, this Agreement shall not be altered, modified or changed in any manner without a written agreement signed by all of the owners of record of all of the Parking Parcel and the Office Parcel, recorded in the official records of Maricopa County, Arizona.

8.12 Time. Time is of the essence of this Agreement.

8.13 Notices. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail or by delivery service. Any notice directed to a Party shall become effective upon the earliest of the following: (i) actual receipt by that Party; (ii) delivery to the designated address of that Party, addressed to that Party; (ii) delivery by overnight courier, (iii) telephone facsimile with receipt confirmed, or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to that Party at its designated address. The designated address of a Party shall be the address of that Party shown below or such other address as that Party, from time to time, may specify by notice to the other Party:

City:	Chandler City Clerk
	Mail Stop 606
	P.O. Box 4008
	Chandler, Arizona 85244-4008

With copies to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, Arizona 85244-4008

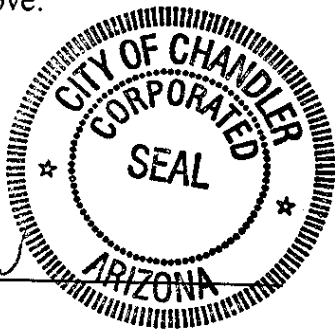
Boyer: Boyer Arizona Place, L.C.
Attention: H. Roger Boyer
127 South 500 East, Suite 100
Salt Lake City, Utah 84102

With copies to: Streich Lang, P.A.
Renaissance One
Two N. Central Avenue
Phoenix, Arizona 85004
Attention: Bruce B. May

8.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the Parties hereto, with the same force and effect as though all Parties executing such counterparts had executed but one instrument. For purposes of recording, the signature and acknowledgment pages may be detached from one or more counterparts and reattached to a single copy of this Agreement.

9. Controlling of Documents. In the event that there is any conflict between the terms of this Agreement and the terms of the Development Documents, the terms of the Development Documents shall control, including, without limitation, with respect to the right to construct and the responsibility for constructing the Improvements (as defined herein) on the Parking Parcel and the Office Parcel and for taxes assessed against, maintenance of and insurance covering such Improvements during the terms of the Office Ground Lease and the Parking Ground Lease.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.



THE CITY OF CHANDLER, an Arizona municipal corporation

ATTEST:

Caryn Deegan
CITY CLERK

By: [Signature]
MAYOR

APPROVED AS TO FORM:

Dennis M. O'Neill
CITY ATTORNEY

BOYER ARIZONA PLACE, L.C., a Utah limited liability company

BY: THE BOYER COMPANY, L.C., a Utah limited liability company, its manager

By: [Signature]
Name: H. Roger Boyer
Title: CHAIRMAN AND MANAGER

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 23 day of January, 1998, personally appeared before me, the undersigned Notary Public, Jay Tibshraeny, Mayor of the City of Chandler and that he signed the foregoing Memorandum for and on behalf of the City of Chandler, on the authority of its City Council.

Kelly O'Higgins
Notary Public

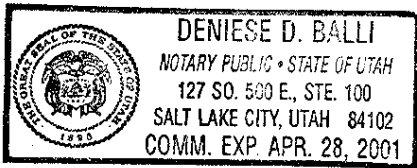
My Commission Expires:

10-31-2000



STATE OF UTAH)
) ss
County of SALT LAKE)

On this 7 day of JANUARY, 1998, personally appeared before me the undersigned Notary Public, H. Roger Boyer, who by being duly sworn, on oath, did depose and say that he is the CHAIRMAN + MANAGER of BOYER ARIZONA PLACE, L.C., a Utah limited liability company.



Deniese D. Balli
Notary Public

My Commission Expires:

4-28-01

4800000000000000

LIST OF EXHIBITS

- "A" Legal Description of the Parking Parcel
- "B" Legal Description of the Office Parcel

EXHIBIT "A"

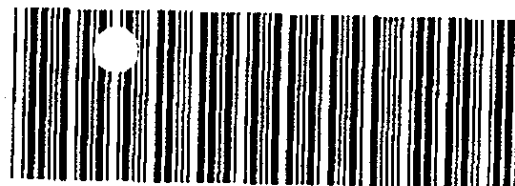
Lot 1, Replat of Lots 419 thru 425 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 43, records of Maricopa County, Arizona.

92006658

EXHIBIT "B"

Lot 1, Replat of Lots 116 thru 127 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 44, records of Maricopa County, Arizona.

09-028



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0086557 02/04/98 11:30

LILIAN 1 OF 3

When recorded, return to:

Streich Lang, P.A.
Renaissance One
Two North Central Avenue
Phoenix, Arizona 85004-2391
Attention: Bruce B. May, Esq.

CITY OF CHANDLER REDEVELOPMENT AGREEMENT

THIS CITY OF CHANDLER REDEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and BOYER ARIZONA PLACE, L.C., a Utah limited liability company (the "Developer").

RECITALS

A. Developer has acquired acquire fee title to the real property located at Buffalo Street and Arizona Place in Chandler, Maricopa County, Arizona and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Office Property").

B. City will purchase the Office Property from Developer for \$1,040,500.00 on or before December 19, 1997.

C. Upon conveyance of the Office Property to City, and pursuant to the ground lease attached hereto as Exhibit "C" (the "Office Ground Lease"), City will lease the Office Property to Developer for a term of fifty (50) years and at an annual rental of One Dollar (\$1.00). Developer will have the right to repurchase the Office Property from City at any time during the period commencing on the date which is eight (8) years after the date that the temporary (or "shell") certificate of occupancy for the Office Building is issued and expiring on the expiration of the term of the Office Ground Lease.

D. Upon entering into the Office Ground Lease, Developer will develop a five story, approximately 108,000 square foot office building, to be known as the Chandler Office Center Building (or such other name as the Developer may select subject to the City's approval as more specifically set forth below), on the Office Property (the "Office Building"). In conjunction with the development of the Office Building, Developer will develop the related entrance roads, walkways, driveways, utilities, common areas and landscaping therefor (the "Site Improvements") (upon completion of the Office Building and the Site Improvements, the term "Office Property" used herein shall include the Office Building and the Site Improvements, unless otherwise indicated).

E. City currently owns the real property located at Buffalo Street and Arizona Place in Chandler, Maricopa County, Arizona and legally described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Parking Property"). Upon the execution of this Agreement, and pursuant to the ground lease attached hereto as Exhibit "D" (the "Parking Ground Lease"), City will lease the Parking Property to Developer for a term of fifty (50) years and at an annual rental of One Dollar (\$1.00). The Office Property and the Parking Property shall be referred to herein collectively as the "Development Property". The Office Ground Lease and the Parking Ground Lease may be referred to herein collectively as the "Ground Leases".

F. Upon entering into the Parking Ground Lease, Developer will develop a parking structure of not less than 600 spaces on the Parking Property (the "Parking Facility"). City will pay up to \$3,959,500.00 towards the cost of development of the Parking Facility.

G. Upon completion of the Office Building, City will relocate all of its municipal operations to space subleased by City within the Office Building, which space will consist of not less than 30,031 square feet of rentable area (the "City Space") and will be designed by Developer for occupancy by City, as provided in the Office Ground Lease.

H. City and Developer acknowledge that significant benefits will accrue to the City from the development of the Office Property and the Parking Facility within the City, including, but not limited to, the creation of jobs, the stimulation of further economic development within the City, the development of new facilities to house the City's municipal operations and the development of needed event and non-business parking facilities. City and Developer acknowledge that the development of the Development Property pursuant to this Agreement also will result in certain benefits and advantages for Developer, including, without limitation, assurances that Developer will have the ability to develop, lease, operate and, to the extent applicable, purchase the Office Property as provided herein and as permitted pursuant to A.R.S. § 900.05. In addition, Developer will be entitled to and shall avail itself of the tax benefits of A.R.S. § 42-1962 and such other tax benefits arising from the City's ownership of the Development Property. The City has designated the Property as being within a "Redevelopment Area" pursuant to A.R.S. §36-1471 *et seq.* and the City has taken all action required by such statute and shall not during the term of this Redevelopment Agreement change such status of the Development Property.

I. City and The Boyer Company, L.C., a Utah limited liability company ("Boyer"), an affiliate of Developer, entered into that certain Memorandum of Understanding dated April 11, 1997, pertaining to the matters set forth herein (the "Memorandum"). All of Boyer's right, title and interest in and to the Memorandum have been assigned to Developer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and pursuant to A.R.S. §9-500.05, the parties hereto state, confirm and agree as follows:

AGREEMENT

I. MEMORANDUM.

City and Developer hereby agree that this Agreement amends, restates and replaces in its entirety the Memorandum and amendments thereto and that, subsequent to the date of this Agreement, the Memorandum shall be terminated and of no further force and effect.

II. DEVELOPMENT OF OFFICE BUILDING AND PARKING GARAGE.

2.1 Acquisition of Office Property. Developer, at its own expense, has acquired the Office Property. City shall purchase the Office Development Property from Developer for ONE MILLION FORTY THOUSAND FIVE HUNDRED DOLLARS (\$1,040,500.00) on or before December 19, 1997. The Office Property shall be conveyed to City pursuant to escrow instructions in form reasonably acceptable to the parties and by special warranty deed, subject only to those matters set forth on Exhibit "C" attached hereto and the Development Documents. Notwithstanding the foregoing, it shall be a condition precedent to City's acquisition of the Office Property that the Office Property has not been materially contaminated by toxic or hazardous materials that will not be removed or otherwise remediated in the ordinary course of constructing the Office Building and that all buildings have been removed therefrom at or before the time of conveyance. City shall have until November 20, 1997 (the "Environmental Feasibility Period") to satisfy itself, at City's expense, that the Office Property is not so contaminated. From and after the date of this Agreement, City shall have the right to enter the Office Property to conduct such tests, studies and analysis as City deems necessary, in City's reasonable discretion, to conduct a "Phase I" investigation. If the Phase I investigation indicates that further testing is recommended, City shall promptly notify Developer and City and Developer shall consult and confer with each other and take such action as both agree. If City does not notify Developer that the Office Property is so contaminated on or before the expiration of the Environmental Feasibility Period, City shall be deemed to have approved the condition of the Office Property. City shall defend, indemnify and hold harmless Developer from, of, for and against any and all liability, claims, suits, actions proceedings, damages, costs, fines, penalties, liens and expenses, including, without limitation, reasonable attorneys' fees and expenses imposed upon, incurred by or asserted against Developer or the Office Property arising out of or resulting from City's investigations of the Office Property prior to the conveyance thereof to City or during the construction by Developer of the improvements on the Office Property.

2.2 Lease of Office Property. City shall lease the Office Property to Developer pursuant to, and on the terms and conditions set forth in, the Office Ground Lease. The parties acknowledge that the Office Ground Lease will require City Council approval by ordinance. City shall promptly put the approval of the Office Ground Lease on the City Council agenda as soon as practicable. If the City Council fails to approve the Office Ground Lease, at Developer's option, the City shall immediately purchase the Office Property pursuant hereto and all other Development Documents shall be terminated and parties hereto shall have no further obligations herewith.

2.3 Reacquisition of Office Property. At any time during the period commencing on the date which is eight (8) years after the date that the temporary (or "shell") certificate of occupancy for the Office Building is issued and expiring on the expiration of the term of the Office Ground Lease, Developer shall have the option to purchase the Office Property from City on the terms and conditions set forth in the Office Ground Lease. The Office Property shall be reconveyed from City to Developer pursuant to escrow instructions and by special warranty deed, both of which shall be in form identical to those used to convey the Office Property to City.

2.4 Lease of Parking Property and Parking Facility Contribution. City shall lease the Parking Property to Developer on the terms and conditions set forth in the Parking Ground Lease. The parties acknowledge that the Parking Ground Lease will require City Council approval by ordinance. Developer shall have the right to set and collect the parking fees for the Parking Facility, but City shall have certain rights to use parking spaces in the Parking Facility, all as provided in the Parking Ground Lease.

2.5 Parking Facility Contribution. City hereby agrees to contribute THREE MILLION NINE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$3,959,500.00) (the "Parking Contribution") toward the construction by Developer of the Parking Facility. The Parking Contribution will be placed by City into an escrow or other account mutually agreed upon by the parties. The Parking Contribution will be treated similarly to a construction loan account, with Developer being authorized to draw funds upon adequate documentation of the Parking Facility construction and related plaza/landscaping costs having been incurred, all as provided in the Parking Ground Lease. Any interest accruing on the Parking Contribution and not applied to construction costs shall belong to City.

2.6 Replatting, Zoning. Prior to purchasing the Office Property, the City shall replat the Office Property and Parking Property into two entirely contiguous Lots. Developer's obligations under this Agreement are conditioned upon achieving PAD zoning for the Office Property. The City will process, in a timely manner, Developer's request for PAD zoning for the Office Property. Developer recognizes that the decision of the City Council on a zoning matter is a decision separate and apart from approval of this Agreement and that the City Council must approve or disapprove the zoning based on land use decisions after considering all facts presented at a public meeting. The City, however, agrees that the uses density and intensity of uses and maximum height and site of the building as contemplated hereunder to be acceptable and hereby agrees thereto. City shall promptly put the approval of the Pad Zoning on the City Council agenda as soon as practicable. If the City does not approve the Pad Zoning, at Developer's option, the City shall immediately purchase the Office Property pursuant hereto and all other Development Documents shall be terminated and parties hereto shall have no further obligations herewith.

2.7 Development of Office Building and Parking Garage. Developer shall construct the Office Building, the Site Improvements and the Parking Facility upon the Development Property in accordance with the respective terms of the Ground Leases.

2.8 City Approval of Plans, Drawings and Related Documents. City shall have the right of reasonable architectural review of all plans and specifications for the improvements to be located on the Development Property. Without limiting the generality of the foregoing, Developer shall submit to City for its approval, which approval shall not unreasonably be withheld or delayed: (1) basic concept drawings and related documents containing the overall plan for development of the Office Property and Parking Property and common access ways between the Office Property and the Parking Property, including perspective renderings reflecting design concepts and a site plan showing the general location of improvements as they are to be initially constructed and the boundaries as they relate to existing streets, and (2) construction drawings for City's architectural review and written approval. The construction drawings, specifications and related documents shall be submitted in two (2) stages referred to herein as the "Preliminary Drawings" and "Final Drawings". Preliminary Drawings shall include plans, specifications, elevations and sections of the improvements as they are to be initially constructed upon the Office Property and the Parking Property and a description of the structural, mechanical and electrical systems. Final Drawings and specifications include plans in sufficient detail to obtain a building permit. During the preparation of all drawings, plans and specifications, City and Developer shall hold regular progress meetings to coordinate the preparation of and review of construction plans and related documents by City. If Developer desires to make any substantial change in the Final Drawings after their approval by City, Developer shall submit the proposed change to City for its approval. After the Final Drawings for the Office Building, the Site Improvements and the Parking Facility, or any portion thereof, have been approved by the City, there shall be no material change therein without approval of the City, which approval shall not be unnecessarily withheld.

2.9 City Space. The parties agree that the City Space within the Office Building will occupy only the second and/or third floors of the Office Building. The Developer reserves the right to locate other tenants on the remaining floors.

2.10 Retail Space. The parties agree that upon appropriate zoning approval, Developer shall be entitled, but is under no obligation, to use up to ten percent (10%) of the rentable space in the Office Building for retail uses.

2.11 Rights of Access. During the construction of the Office Building, the Site Improvements and Parking Facility, representatives of City shall have the reasonable right of access to the Development Property without charges or fees, during normal construction hours, for the purposes of monitoring Developer's performance. Without limiting the generality of the foregoing, the representatives of City shall, during such times, inspect the work being performed, provided that such representatives first come to Developer's office at the Development Property, identify themselves and are accompanied by a representative of Developer. Such representatives of City shall be those who are so identified by the Development Services Manager of City. City shall also have the right to examine (and to make extracts therefrom or copies thereof) the Preliminary Drawings and Final Drawings and all detailed plans and shop drawings which are or may be kept at the construction site.

2.12 A.R.S. § 42-1962. It is the intent of the parties that the Office Building, the Office Building Improvements and the Parking Facility qualify as "government property improvements" under A.R.S. § 42-1962 and related tax provisions, and Developer and City will agree to any reasonable amendments to this Agreement required to meet the government property improvement classification. City represents and warrants that it has taken all steps necessary to avail Developer of the benefits of A.R.S. § 42-1962 and related tax provisions.

2.13 Schedule of Performance. Developer shall diligently prosecute to completion the construction of the Office Building, the Site Improvements and the Parking Facility in accordance with the terms of the Ground Leases and the Final Drawings therefor as approved by City. The cost of constructing all such improvements shall be borne by Developer except for such items expressly set forth in this Agreement or the Ground Leases to be paid or performed by City or others.

2.14 Insurance. During the construction of the Office Building, the Site Improvements and Parking Facility and until a certificate of completion has been issued therefor, Developer shall furnish or cause to be furnished to City duplicate originals or appropriate certificates evidencing an all-risk builder's compensation and public liability insurance, including all-risk coverage for materials stored on job site and materials in transit, and bodily injury and property damage insurance policies in the amount of at least \$5,000,000 for any person, \$5,000,000 for any occurrence and \$5,000,000 property damage, and naming City as an additional insured. Developer's insurance agent must certify to City that the partial occupancy of a portion of the Office Property while construction continues will not in any manner jeopardize or reduce the coverage and the all-risk builder's insurance policy. Developer further covenants and agrees to keep the Office Property and any portion thereof insured with general liability insurance, fire insurance coverage in an amount equal to the replacement cost thereof, with extended coverage, vandalism, and malicious mischief, and public liability, showing City as an additional insured in amounts, forms, and by such companies as shall be reasonably approved by City, with an agreement of the insurer(s) to give City twenty (20) days prior written notice of any material change in policies and/or of insurer's intention to cancel said policy or policies.

2.15 Building Permits. Before commencement of construction or development of any buildings, structures or other work or improvement upon the Property, Developer shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency having jurisdiction over the Property and such construction, development or work.

2.16 Equal Opportunity. Developer, for itself and its successors and assigns, agrees that in the construction of the Office Building, the Site Improvements and the Parking Facility, Developer will not discriminate against any employee, or applicant for employment because of race, color, religion, sex or national origin. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, age, handicap, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Office Development Property, nor shall Developer itself or any person claiming

under or through it establish or permit any such practice or practices of discrimination, or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Development Property or any portion thereof.

2.17 Taxes, Assessments, Encumbrances and Liens. Developer shall pay when due all real estate taxes and assessments on the Office Property as assessed and levied. Developer agrees to institute procedures to ensure the prompt removal of mechanics' liens from the Office Property. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amount of any tax assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

2.18 Subordination. At the option of the Lender, exercisable by written notice to the City given at any time before trustee's sale, foreclosure or similar action, the City's sublease of the City Space shall be prior to any mortgage, trust deed, ground lease or other encumbrance against the Office Property. Otherwise the sublease of the City shall be subordinate to any mortgage, trust deed or ground lease now or hereafter placed on the Office Property; provided, however, that such subordination shall be conditional upon the execution by the lender of a non-disturbance and attornment agreement assuring the City that the lender will be subject to and obligated on the City's sublease so long as the City is not in default thereunder.

2.19 Prohibitions Against Transfers. Prior to the completion of the Office Building, the Site Improvements and the Parking Facility, Developer shall not assign or transfer any or all of its right, title and interest in the Development Property or under this Agreement to a third party without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld. At any time after the later of the issuance of a certificate of completion for the Office Building and the Parking Facility and the execution of the City's sublease for the City Space, Developer shall have the right to assign or transfer any or all of its right, title and interest in the Office Property or under this Agreement to a third party without the consent of City. Notwithstanding the foregoing provisions, Developer may, with prior notice to City, assign or transfer at any time all or any part of its right, title and interest to one or more of its general partners or any partnership, corporation, limited liability company or other entity which H. Roger Boyer and Kem C. Gardner directly or indirectly control, or any partnership, corporation or other entity which is controlled by Developer. These prohibitions on transfers shall not be deemed to prevent (1) the granting of easements or permits reasonably necessary for the development of the Office Property in accordance with the Final Plans; (2) the Office Ground Lease or the REA; or (3) the leasing of a portion of the Office Building if the right of possession of the tenant under the lease is conditioned upon the issuance of a Certificate of Completion by City with respect to the Office Building. The transfer, assignment, conveyance or other disposition of Office Property, any portion thereof or of any or all of Developer's right, title and interest under this Agreement shall relieve Developer from any obligations under this Agreement.

2.20 Security for Financing for the Development. Notwithstanding the provisions of the preceding Section, mortgages, deeds of trust, sales and leaseback or any other form of instrument required for financing, are permitted, but only for the purpose of securing loans or for effecting

a trustee's sale, foreclosure, deed-in-lieu or similar action enforcing such loans to be used for financing the acquisition of the Development Property, including the construction of the Office Building and Parking Facility to the extent that the cost thereof, as Developer deems in its discretion, exceeds the Parking Contribution and the Office Building Improvements and any other expenditures to develop the Development Property. Developer shall notify City in advance of any mortgage, deed of trust, sale or leaseback or other form of conveyance which Developer intends to give to secure any such financing (all of which instruments and documents are referred to herein collectively as "Financing Documents" and the financing entity (the "Lender"). Lender shall enjoy the benefits of a "Mortgagee" under the provisions of Sections 8 of the Parking Facility and Office Property Leases. Developer's rights to place financing on the Development Property after completion of the Office Building and Parking Facility shall be governed by such Leases.

2.21 Right of City to Cure Default Under Financing Documents. In the event of the default or breach by Developer or other entity permitted to acquire title under any of the Financing Documents of record with respect to the Office Development Property prior to the completion of the Office Building, City may, if it so elects, cure the default prior to completion of any foreclosure, trustee's sale or similar forfeiture. In the event City cures the default, it shall be entitled provided the Lender has been fully paid and discharged to reimbursement from Developer of all costs and expenses incurred by City in curing the default.

2.22 Right of City to Satisfy Other Liens on the Office Property After Title Passes. After the Developer has had a reasonable time (but no less than 60 days) to challenge, cure or satisfy any liens or encumbrances on the Office Property, or any portion thereof, City shall be entitled to do so; provided, however, that nothing in this Agreement shall require City to do so nor to require Developer to pay or make provision for the payment of any tax, assessment, lien or charge as long as Developer in good faith shall contest the validity or amount thereof, and as long as such delay in payment shall not subject the Office Property or any portion thereof to forfeiture or sale. Promptly after the resolution of any such dispute, Developer shall reimburse City for any sums paid by City to satisfy valid and outstanding liens or encumbrances.

2.23 Notice. Developer shall promptly advise the City in writing of any litigation, claims, losses, injuries or damages occurring at or affecting the Office Property, or any portion thereof.

2.24 Building Inspections. The City covenants and agrees to provide building inspections services for the Office Property and the Parking Facility at the level necessary to meet Developer's construction schedule. If requested by Developer, the City will hire additional inspectors at customary competitive rates to expedite permits and to review and approve (subject to normal standards) building plans and specifications submitted by Developer in conjunction with the construction of the Office Building, the Office Building Improvements and the Parking Facility; provided, however, that all such costs reasonably incurred by City in conjunction with the hiring of the additional inspectors, if any, shall be reimbursed by Developer.

2.25 Administrative Review. The City shall conduct all approvals, inspections and permitting processes as promptly as reasonably possible; impose no unusual or unreasonable review requirements; and review and process any additional rezoning applications, development plans and permit applications on a timely basis and attempt, in good faith, to accommodate Developer's construction schedule.

2.26 Ordinance and Code Amendments. Future updates of or amendments to City building codes or other ordinances shall be applied to the Office Property in a manner consistent with their application to all other parties.

2.27 Rules and Regulations. Developer shall be entitled to enact and enforce Rules and Regulations, and from time to time, upon reasonable notice to City, to make such modifications, additions and deletions as in the reasonable judgment of Developer are necessary for the management and operation of the Development Property. City shall observe and comply with the Rules and Regulations.

2.28 Maintenance and Repair. Developer shall keep the Office Property in good order, condition and repair. City shall have a right to self help in the event that Developer, when obligated to do so, shall fail to perform its maintenance and repair obligations within thirty (30) days after written notice from City.

III. RECIPROCAL EASEMENT AGREEMENT.

Upon execution of this Agreement, City and Developer shall enter into a Reciprocal Easement Agreement in the form attached hereto as Exhibit "E" (the "REA"), which shall provide for mutual access over, upon and across the common and public areas of the Office Property and the Parking Property.

IV. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION.

4.1 Cooperation; Appointment of Representatives. City and Developer shall at all times act reasonably with respect to any and all matters which require either party to review, consent or approve any act or matter arising pursuant to this Agreement and will agree to execute and deliver all other documents and take all other actions reasonably necessary to implement and enforce this Agreement. To the extent permitted by law, the parties will cooperate in order to minimize and mitigate activities or requirements which will have a material adverse effect upon the Office Development Property or the Parking Facility. To further the commitment of the parties to cooperate in the implementation of this Agreement, City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City (the "City Representative") shall be City Manager, and the initial representative for Developer shall be its Project Manager, as identified by Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Development Property pursuant to this Agreement. The

representatives may recommend amendments to this Agreement which may be agreed upon by the parties. Any approval or consent of the City required hereunder may be given by the City Manager, without notice to or consent of the City Council. A request for approval from City Manager shall be deemed an approval unless City Manager gives Developer a written notice of disapproval within 15 days after receipt thereof.

4.2 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including, without limitation, the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages.

4.3 Arbitration. Any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be governed by Arizona law and may be settled by submission of the matter by both parties to binding arbitration in accordance with the rules of the American Arbitration Association and applicable Arizona law, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Notwithstanding any other provision of this Agreement, however, a dispute concerning an action, decision, or omission of City Council shall not be submitted to arbitration, but instead shall be resolved through a civil action filed in a court of competent jurisdiction.

V. OTHER TERMS.

5.1 Project Name. Developer shall be entitled to change the name of the Office Building or Parking Facility or both subject to the City's approval not to be unreasonably withheld or delayed. City acknowledges that it may be a condition of Lease with a prospective tenant that the Office Building name reflect its presence and that it be entitled to have its name subject to the City sign code, placed on the exterior of the Building.

5.2 Notices. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail or by delivery service. Any notice directed to a Party shall become effective upon the earliest of the following: (i) actual receipt by that Party; (ii) delivery to the designated address of that Party, addressed to that Party; (ii) delivery by overnight courier, (iii) telephone facsimile with receipt confirmed, or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to that Party at its designated address. The

designated address of a Party shall be the address of that Party shown below or such other address as that Party, from time to time, may specify by notice to the other Party:

City: Chandler City Clerk
Mail Stop 606
P.O. Box 4008
Chandler, Arizona 85244-4008

With copies to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, Arizona 85224-4008

Boyer: Boyer Arizona Place, L.C.
Attention: H. Roger Boyer
127 South 500 East, Suite 100
Salt Lake City, Utah 84102

With copies to: Streich Lang, P.A.
Renaissance One
Two N. Central Avenue
Phoenix, Arizona 85004
Attention: Bruce B. May

5.3 Defense. In the event of any legal action or proceeding instituted by a third party challenging the validity of any provision of this Agreement, the Office Ground Lease, the Parking Ground Lease or the REA, the parties will agree to cooperate in and, to the extent permitted by law, to share the expense of diligently defending said action or proceeding.

5.4 Force Majeure. If either party is delayed or prevented from the performance of any act by reason of acts of God, strikes, lockouts, labor troubles, failure or refusal of governmental authorities to timely issue permits or approvals or conduct reviews or inspections, civil disorder, inability to procure materials, restrictive governmental laws or regulations, or other causes beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing herein shall excuse Tenant from the prompt payment of rent or any other sum.

5.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns, if any, of the parties.

5.6 Attorneys' Fees. In the event that at any time either the Developer or City shall institute any action or proceeding against the other (including but not limited to any arbitration proceeding) relating to the provisions of this Agreement, the Office Ground Lease, the Parking Ground Lease or the REA, or any default hereunder or thereunder, then in such event the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorneys' fees and disbursements incurred by the successful party, as determined by the court or arbitrator.

5.7 Exhibits. All drawings, plans, specifications, schedules, attachments or exhibits, if any, referred to within or attached to this Agreement are incorporated herein by reference.

5.8 Warranty Against Payment of Consideration for Agreement: Conflict of Interest. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business, costs of professional services such as architects, engineers and attorneys. To the best knowledge of Developer, no member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

5.9 Non-Liability of City Officials and Employees. No member, agent, representative, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

5.10 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

5.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

5.12 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

5.13 Further Acts. Each of the parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement, including, without limitation, the ratification and re-execution of this Agreement at any time in the future at the request of the other party hereto or their respective successors and assigns.

5.14 Future Effect.

(a) Time of Essence. Time is of the essence of this Agreement.

(b) Term. The term of this Agreement shall commence on the date of execution by both parties hereto and shall automatically terminate on the 50th anniversary of such date.

5.15 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

5.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

5.17 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.

5.18 Authority. Each of the parties represents and warrants to the other that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing and that this Agreement is binding upon such parties.

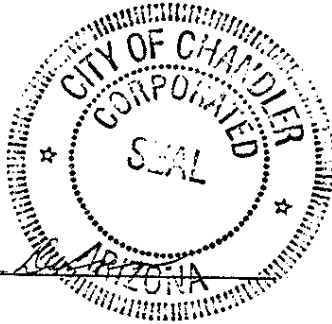
5.19 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit City to take such action at its discretion, if such a construction is permitted by law. If, however, City fails to take the action required hereunder within the applicable Cure Period described herein, Developer shall be entitled to terminate this Agreement.

5.20 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.21 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after this Agreement is executed by City and Developer.

5.22 Controlling of Documents. There are numerous documents which affect the subject matter of this Agreement. In the event of a conflict or inconsistency between or among any or all of these documents, this Agreement shall control.

IN WITNESS WHEREOF, the parties have hereto set their hand this 23 of January, 1998.



ATTEST:

Carolyn R. Arizona
CITY CLERK

THE CITY OF CHANDLER, an Arizona municipal corporation

By: Jay Johnson
MAYOR

APPROVED AS TO FORM:

Dennis McNeill
CITY ATTORNEY

BOYER ARIZONA PLACE, L.C., a Utah limited liability company

BY: THE BOYER COMPANY, L.C., a Utah limited liability company, its manager

By: H. Roger Boyer
Name: H. Roger Boyer
Title: CHAIRMAN AND MANAGER

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 23 day of January, 1998, personally appeared before me, the undersigned Notary Public, Jay Tibshraeny, Mayor of the City of Chandler and that he signed the foregoing Agreement for and on behalf of the City of Chandler, on the authority of its City Council.

Kelley O'Higgins
Notary Public

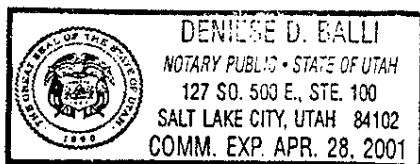
My Commission Expires:

10-31-2000



STATE OF UTAH)
) ss
County of SALT LAKE)

On this 7 day of JANUARY, 1998, personally appeared before me the undersigned Notary Public, H. Roger Boyer, who by being duly sworn, on oath, did depose and say that he is the CHAIRMAN + MANAGER of BOYER ARIZONA PLACE, L.C., a Utah limited liability company.



Denise D. Balli
Notary Public

My Commission Expires:

4-28-01

LIST OF EXHIBITS

- "A" Legal Description of the Office Development Property
- "B" Legal Description of Parking Development Property
- "C" Office Ground Lease
- "D" Parking Ground Lease
- "E" REA

EXHIBIT "A"

Lot 1, Replat of Lots 116 thru 127 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 44, records of Maricopa County, Arizona.

EXHIBIT "B"

Lot 1, Replat of Lots 419 thru 425 of the Map of the Township of Chandler, according to Book 459 of Maps, Page 43, records of Maricopa County, Arizona.