

WHEN RECORDED RETURN TO:
Lila Madden (Dave Roderique)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

C.O.S. Contract No. 960139A

TOLLING AGREEMENT

THIS TOLLING AGREEMENT (the "Tolling Agreement") is made this 27 day of June, 2002 by and between the City of Scottsdale, an Arizona municipal corporation ("City") and Scottsdale Waterfront, LLC, an Arizona limited liability company ("Owner").

WITNESSETH

A. Owner is the owner of certain real property (the "Property") located at the southwest corner of Scottsdale Road and Camelback Road in the City of Scottsdale, Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto.

B. City and Owner are parties to that certain PC/PL Redevelopment Agreement dated October 6, 1996 and recorded October 7, 1996 at document No. 96-0714058 of the public records of Maricopa County, Arizona (the "Original Agreement").

C. The Original Agreement was subsequently supplemented by that certain Property Acquisition Agreement (the "Mikado Agreement") dated January 19, 1999 between City and Owner and recorded at document No. 96-0714058 of the public records of Maricopa County, Arizona.

D. The Mikado Agreement concerned condemnation of interests in a certain parcel of real property (the "Mikado Parcel") within the Property. Owner has acquired the interests in the Mikado Parcel without condemnation.

E. The Original Agreement requires Owner to construct a project described in the Original Agreement (the "Project") within a time schedule set out in the Original Agreement, subject to certain obligations imposed on the City and Owner.

F. City and Owner desire to temporarily suspend the time periods specified in the Original Agreement (the "Tolling Period") while negotiating to amend or terminate the Original Agreement, negotiate a new development agreement or enter into some other mutually agreeable transaction (collectively a "New Transaction").

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Owner and City agree as follows:

1. Tolling of Deadlines. The Tolling Period shall be implemented as follows:

1.1 The Tolling Period shall be deemed to have commenced as of January 1, 2002.

1.2 All deadlines, time periods, schedules, rights, remedies, and obligations within the Original Agreement shall be tolled and automatically suspended during the term of the Tolling Period.

1.3 The Tolling Period shall end ten business days after the earliest of the following:

1.3.1 October 15, 2003 (the "Outside Date"). The Outside Date may be extended no more than 180 days by joint written documentation executed both by City's city manager and by a representative of Owner. Further extensions will require the approval of the City's city council.

1.3.2 The date of decision in binding arbitration as set forth in section 7 of this Tolling Agreement confirming the validity of a notice by either City or Owner (the "Impasse Notice") to the other of the failure of the other party to comply with any obligation set forth in section 6 of this Tolling Agreement. Neither party may give an Impasse Notice to the other party unless and until the failure of the other party to comply with its obligations under section 6 of this Tolling Agreement.

1.3.3 The one hundred twentieth (120th) day after either City or Owner initiates litigation with respect to the Original Agreement unless such litigation is completely and formally resolved within such period. The preceding sentence does not apply to litigation challenging the validity of this Tolling Agreement. Each party is free to pursue litigation according to its judgment.

1.3.4 The date City and Owner record a New Transaction for the Property.

1.4 The following are prohibited during the Tolling Period unless the City consents, which consent may be withheld in the City's sole and absolute discretion:

1.4.1 The transfer or imposition of a new lien upon the Property.

1.4.2 The conveyance of all or a portion of the Property to a non-affiliated third party.

1.4.3 Any change of more than a fifty percent (50%) ownership interest in Owner or a change in the management or control of Owner, provided that City will, concurrently with its approval, if given, of the transaction provided in this subsection, waive any rights as to that transaction, if any, it could assert under section 11.3.1 of the Original Agreement.

1.5 Notwithstanding section 1.4, Owner may sell, assign, or transfer up to and including a fifty percent (50%) membership interest in Owner to a new development partner, or share management and/or control of Owner with a new development partner, subject only to the City's consent, which will not unreasonably be withheld. Upon such consent, the City will waive as to that transfer any rights, if any, it could assert under section 11.3.1 of the Original Agreement.

1.6 This Tolling Agreement does not excuse any failure of either party to comply with the Original Agreement prior to commencement of the Tolling Period.

1.7 Owner shall be required during the entire Tolling Period to maintain and insure the Property.

2. Recording. Within ten (10) days after the date of this Tolling Agreement, Owner shall cause this Tolling Agreement to be recorded in the office of the Maricopa County Recorder.

3. Original Agreement. Except as expressly provided by this Tolling Agreement, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Tolling Agreement, and nothing contained in this Agreement is intended to modify the Original Agreement except as specifically provided herein. The parties agree that this Tolling Agreement does not constitute any admission of liability or fault of any kind by any party hereto, including, without limitation, any admission with respect to the adequacy of performance under the Original Agreement, but is made solely for the purpose of suspending the time periods of the Original Agreement while negotiating for a New Transaction. The Owner and City preserve any and all causes of action, rights, claims and defenses that existed as of the commencement of the Tolling Period with respect to any rights or obligations arising under the Original Agreement, whether known or unknown, asserted or unasserted, and all such causes of action, claims and defenses, of whatever nature, are not waived hereby. Owner and City further agree that all limitations periods and notice of claims periods, including but not limited to those contained in A.R.S. § 12-821 *et seq.*, are tolled during the Tolling Period. The Original Agreement provides for options in favor of City. Owner does not admit that the options are valid or enforceable. However, Owner agrees that the period for City to exercise the options is tolled by the Tolling Period and that the options did not expire due to city's failure to give notice of its exercise of them prior to commencement of the Tolling Period. Upon termination of the Tolling Period for any reason, City shall have a ninety (90) day period to give notice of exercise of one or more options.

4. Owner's Prior Assignees. Owner warrants and represents to City to be the owner of the Property as of the date of this Tolling Agreement. Owner warrants and represents that Instruments in substantially the form attached hereto as Exhibit "B" (the "Lienholder Consents") have been executed and acknowledged by each person, if any, having or claiming in any part of the Property a lien, lease, option or other interest that is adverse or potentially adverse to City's rights under the Original Agreement or Tolling Agreement, whereby such persons join in this Tolling Agreement and subject and subordinate their interests to this Tolling Agreement and all requirements, provisions and terms of this Tolling Agreement. Such Lienholder Consents, if any, shall be attached to and recorded with this Tolling Agreement.

5. Negotiations. Each Party to this Tolling Agreement agrees to negotiate in good faith during the Tolling Period for a New Transaction and comply with their obligations under this Tolling Agreement. Notwithstanding this Tolling Agreement, neither party has made any promises to enter into a New Transaction, nor has any party made any commitment as to what terms any New Transaction might have. Each party proceeds at its own risk as to any expenditures, commitments, forbearances, or other actions in anticipation of a New Transaction. Neither Owner nor City will be bound by any agreement or representation unless and until a fully executed written document is executed and delivered pursuant to a specific resolution formally approved by City's city council.

6. Milestone Schedule. As an inducement for the parties to enter into this Tolling Agreement, Owner and City will perform the items specified in this section no later than the dates specified. Owner shall provide to the City's Economic Vitality General Manager biweekly

oral or written reports, at Owner's option, of Owner's progress in such performances including, upon request of City, drafts of any specifically identified documents proposed in conformance with the milestones. Failure to provide such reports or drafts does not give rise to any remedies hereunder. Notwithstanding the above, Owner and City agree to perform the following items ("Milestones") no later than the dates specified:

6.1 *Milestone 1: September 3, 2002*

Owner will accelerate its promise in the Original Agreement and submit to the City Economic Vitality General Manager all documentation necessary to dedicate a roadway easement for the Marshall Way extension from its existing Southern Terminus to the Arizona Canal, as required under the Original Agreement, and as also depicted on Exhibit "C," attached hereto. Said documentation must include at a minimum, the form of easement specified in the Original Agreement, a current title report, a Phase 1 Environmental Assessment and a legal description of the portion of the Property to be subject to the easement. The roadway easement shall have the width specified in the Original Agreement.

6.2 *Milestone 2: September 20, 2002*

6.2.1 Owner will deliver to a title company of Owner's choice for recordation a roadway easement, as set forth in Milestone 1.

6.2.2 Owner will submit professionally prepared Conceptual Development Plan(s) to City for the 11-acre parcel described on Exhibit "C," attached hereto, outlining potential uses, locations, sizes and general development parameters (e.g. height). The City will provide written comments to Owner within 30 days from submittal by Owner. If City fails to provide comments within such time, the subsequent Milestones will be extended for a period that is equivalent to the additional time beyond the 30 days within which the City failed to act.

6.2.3 Owner will provide to City's Economic Vitality General Manager the names of possible development partners with whom it is negotiating.

6.3 *Milestone 3: January 15, 2003*

6.3.1 Owner will submit to City's Economic Vitality General Manager a professionally prepared Development Plan for the 7-acre site that is more detailed than the Conceptual Development Plan submitted in Milestone 2, with accompanying economic analysis. This Development Plan shall contain specific locations, sizes, heights and development parameters for all intended land uses in the 7-acre site described on Exhibit "C," attached hereto, along with a professionally prepared economic/fiscal analysis of this Development Plan containing estimates of costs, benefits, and revenues generated by the project. The City will provide written comments to Owner within 30 days from submittal by Owner. If City fails to provide comments within such time, the subsequent Milestones will be extended for a period that is equivalent to the additional time beyond the 30 days within which the City failed to act.

6.3.2 Owner will identify a short list of potential development partners and submit to the City, upon request, written examples or brochures showing the potential partners have the necessary experience to develop significant mixed use/commercial projects.

6.3.3 Owner will start negotiations with City on New Transaction for the entire 11-acre site by submitting to City a preliminary checklist of items to be addressed in the New Transaction, including milestone dates for submitting complete applications for design review, construction, zoning, planning changes, or other necessary development approvals. The City will provide written comments to Owner within 30 days from submittal by Owner. If City fails to provide comments within such time, the subsequent Milestones will be extended for a period that is equivalent to the additional time beyond the 30 days within which the City failed to act.

6.4 *Milestone 4: March 15, 2003*

6.4.1 On or before March 15, 2003, the Planning and Development Services General Manager shall schedule and the parties shall attend a formal pre-application meeting. If City fails to schedule or attend the pre-application meeting, the subsequent Milestones will be extended for a period that is equivalent to the additional time beyond March 15, 2003 within which the City failed to act.

6.4.2 Owner will submit letters of intent from potential development partners.

6.5 *Milestone 5: June 2, 2003*

6.5.1 Owner will submit to the City's Planning and Development Services Department complete applications for any required zoning changes or variances. The City agrees to accelerate administrative review and processing of all such applications at no cost to Owner. The City's Planning and Development Services Department will provide written comments to Owner regarding such applications within 30 days from submittal by Owner. If City fails to provide comments within such time, the subsequent Milestones will be extended for a period that is equivalent to the additional time beyond the 30 days within which the City failed to act.

6.5.2 Owner will submit to City's Economic Vitality General manager proposed resolution of major deal points resulting from section 6.3.3.

6.6 *Milestone 6: October 15, 2003*

6.6.1 Review by City Council, Board of Adjustment or other City final decision maker of documentation of the New Transaction and formal hearing for any required zoning changes, and/or variances, and/or site plans, and/or other development approvals necessary to approve the New Transaction.

7. Binding Arbitration.

7.1 The parties agree to submit to binding arbitration for only those specific instances described in this section 7, and do not agree to arbitrate or mediate any other dispute and do not waive or toll any rights, claims or defenses, except as set forth in this Tolling Agreement. Any decision by any arbitrator under this Agreement may not bind or bar City from exercising its normal regulatory or legislative powers. The agreement to submit certain limited issues to binding arbitration as provided in this section 7 does not affect the rights or remedies provided under the Original Agreement.

7.2 The parties agree to enter into binding arbitration only for any dispute or controversy arising out of or relating to: a) whether Owner and City have timely complied with the Milestones under section 6 of this Tolling Agreement, including, but not limited to, conformance with generally accepted standards of the profession regarding the submission, signing or sealing of the respective applications or portions thereof, or b) whether City has negotiated in good faith with respect to a New Transaction. The arbitrator shall hold a hearing and render a decision within sixty (60) days after the arbitration is initiated.

7.3 Instigation of arbitration does not prevent either party from electing to continue to perform their respective obligations under this Tolling Agreement.

7.4 Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Within five (5) business days from instigation of arbitration, the parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will, within two business days, select an arbitrator and within ten (10) calendar days therefrom the arbitrators in turn shall select a third arbitrator who shall serve as the sole arbitrator. The arbitration shall take place at a location in Maricopa County, Arizona that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. The arbitrator shall render his or her decision within ten (10) days from the conclusion of the arbitration hearing, at which the parties may be represented by counsel and present evidence.

7.5 In the event the arbitrator rules in favor of Owner, then the Outside Date and any remaining Milestones shall be extended by the lesser of:

7.5.1 The amount of time Owner's efforts to meet the Milestones were delayed because of the arbitration.

7.5.2 The period equal to the time between the initiation of arbitration and issuance of the arbitrator's decision.

7.5.3 60 days.

7.6 All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than 7 days after the Impasse Notice discussed in section 7.2 is served.

7.7 The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The decision rendered by the arbitrator shall be final and binding on the parties. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law.

8. Remedies. The sole remedy for any violation of this Tolling Agreement by either party shall be the giving of a written Impasse Notice and binding arbitration provided in section 7. Notwithstanding the preceding sentence, in the event the arbitrator determines that City for a period was not negotiating in good faith, then the Outside Date and the remaining Milestones shall be extended for the length of such period as determined by the arbitrator. This Tolling

Agreement does not limit any rights or remedy the parties may have to proceed under the Original Agreement following the end of the Tolling Period.

9. Miscellaneous Provisions.

9.1 Incorporation of Recitals. The recitals set forth above, A through F, and the exhibits attached hereto are hereby incorporated by this reference.

9.2 Definitions same as in original. Any terms used in this document shall have the same meaning as in the Original Agreement, unless specifically defined herein to mean something different.

9.3 Conflicts of Interest. No member, official or employee of the parties to this Agreement shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which would otherwise be prohibited by law.

9.4 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

9.5 Construction of Agreement. All parties participated in the preparation of this Agreement and, in the event of any claim arising from a breach of this Agreement, its language shall not be construed against or in favor of either party.

9.6 Time of Essence. Time is of the essence of each and every provision of this Agreement.

9.7 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence and memoranda or representation regarding the tolling of the Original Agreement. No change, modification, rescission or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by all parties to this Agreement.

9.8 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

10. Effect of Mikado Agreement. The parties hereto acknowledge that the Mikado Agreement is terminated and is of no further force and effect.

EXECUTED as of the date first given above.

Owner: Scottsdale Waterfront LLC

By: *Allen F. Peroldi*
Its: *Executive Vice President and*
authorized signatory

City of Scottsdale, an Arizona municipal
corporation

By: *Mary Manross*
Mary Manross, Mayor

ATTEST:

Sonia Robertson
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

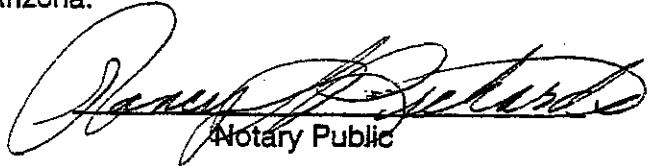
David A. Pennartz
David A. Pennartz, City Attorney

D. Roderique
Dave Roderique, General Manager
Economic Vitality

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 17th day of June, 2002, by Mary Manross as Mayor of the City of Scottsdale, Arizona, a municipal corporation under the laws of the State of Arizona.


Notary Public

My commission expires:

State of Arizona

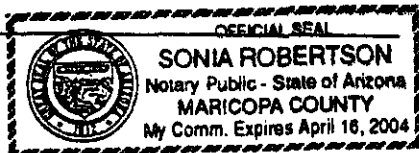
County of Maricopa



The foregoing instrument was acknowledged before me this 17th day of June, 2002, by Ellis F. Renaldi as Exec VP of Scottsdale Waterfront, LLC, an Arizona limited liability company.


Notary Public

My commission expires:





6150 N. 16th Street
Phoenix
Arizona 85016-1705
(602) 957-3350
FAX: (602) 285-2396

RICK ENGINEERING COMPANY

REV. September 26, 1996
September 17, 1996
Rick No 1917
MEC

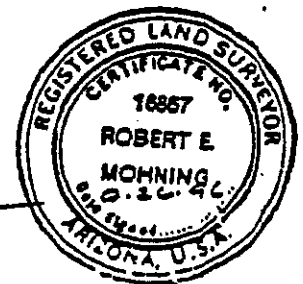
PERIPHERY LAND

A portion of the northeast quarter of the southeast quarter of Section 22, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the northwest corner of said northeast quarter of Section 22; of the Southeast quarter
THENCE S00°02'41"E, along the west line of said northeast quarter (basis of bearing), 69.98 feet;
THENCE N33°20'49"E, 18.15 feet to a point on the southerly right-of-way line of Camelback Road;
THENCE along said right-of-way line the following courses and distances;
N88°54'09"E, 377.78 feet;
THENCE S01°05'51"E, 3.00 feet;
THENCE N88°54'09"E, 5.00 feet;
THENCE N01°05'51"W, 3.00 feet;
THENCE N88°54'09"E, 182.86 feet;
THENCE S01°05'51"E, 10.00 feet to the POINT OF BEGINNING;
THENCE N88°54'09"E, 49.50 feet;
THENCE S01°05'51"E, 5.50 feet;
THENCE N88°54'09"E, 18.53 feet;
THENCE N72°05'59"E, 12.21 feet;
THENCE N01°23'06"W, 0.97 feet;
THENCE N88°54'09"E, 30.22 feet;
THENCE departing said right-of-way line, S01°07'51"E, 725.38 feet to a point on the northerly right-of-way line of the Arizona Canal;
THENCE S40°32'09"W, along said northerly right-of-way line, 125.75 feet to the beginning of a curve with a radius of 1941.86 feet to the right;
THENCE southwesterly, along said right-of-way line and along the arc of said curve, through a central angle of 10°14'30", for an arc distance of 347.11 feet;
THENCE S50°46'40"W, along said northerly right-of-way line, 320.68 feet to a point on the easterly right-of-way line of Goldwater Boulevard marking the beginning of a non-tangent curve, the center of which bears N83°32'29"W, 626.00 feet;

10/6/96

Exhibit A
1 of 5



THENCE along said easterly right-of-way line of Goldwater Boulevard the following courses and distances;
northerly, along the arc of said curve to the left, through a central angle of 03°01'04" for an arc distance of 32.97 feet to the beginning of a non-tangent line;
THENCE S45°03'11"E, 7.89 feet;
THENCE N44°56'49"E, 10.00 feet;
THENCE N45°03'11"W, 16.93 feet to the beginning of a non-tangent curve, the center of which bears N87°49'25"W, 626.00 feet;
THENCE northerly, along the arc of said curve to the left, through a central angle of 02°13'41" for an arc distance of 24.34 feet to the beginning of a non-tangent line;
THENCE N00°03'30"W, 265.18 feet;
THENCE N20°03'30"W, 29.24 feet;
THENCE N00°03'30"W, 94.68 feet;
THENCE N72°53'45"E, 14.24 feet;
THENCE N00°03'30"W, 48.98 feet;
THENCE N41°23'02"E departing the aforementioned easterly right-of-way line, 11.86 feet to the beginning of a non-tangent curve, the center of which bears N05°54'59"W, 210.00 feet;
THENCE easterly, along the arc of said curve to the left, through a central angle of 24°17'27" for an arc distance of 89.03 feet; East
THENCE N59°47'34"E, 112.30 feet to the beginning of a curve with a radius of 150.00 feet to the right;
THENCE northeasterly, along the arc of said curve, through a central angle of 29°09'31", for an arc distance of 76.34 feet;
THENCE N88°57'04"E, 175.30 feet;
THENCE N01°05'51"W, 603.97 feet;
THENCE N43°54'09"E, 31.11 feet to the POINT OF BEGINNING, as shown on Exhibit "A" attached herewith as page 3 of 3. Subject parcel comprising 6.540 acres, more or less, and subject to all easements of record.

Exhibit A
2 of 5

NW COR. NE 1/4
SE 1/4 OF SEC 22
T.2N., R.4E.

CAMELBACK ROAD

ROAD

GOLDWATER
BAND

DRIVEWAY

LOOP

P.O.B.



S00°02'41"E 89.98'

N88°54'09"E 182.86'

N88°54'09"E 377.78'

N33°20'49"E 18.15'

S01°05'51"E 3.00'
N88°54'09"E 5.00'
N01°05'51"W 3.00'

N43°54'08"E 31.11'

28709 M.I.E. SECTION

S01°07'51"E 725.30'

N88°57'04"E 175.30'

R=150.00'
D=29°02'31"
L=78.34'

N58°47'34"E 112.30'

R=210.00'
D=24°17'27"
L=89.03'

N41°25'02"E 11.86'

N00°03'30"W 48.98'

N72°53'45"E 14.24'

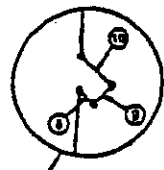
N00°03'30"W 94.68'

N20°03'30"W 29.24'

S40°32'09"W 125.75'

R=1941.88'
D=10°14'30"
L=347.11'

N00°03'30"W 285.18'



S55°46'40"W 320.68'

R=826.00'
D=02°13'41"
L=24.34'

R=826.00'
D=05°01'04"
L=32.87'

COURSE	BEARING	DISTANCE
1-2	S01°05'51"E	10.00'
2-3	N88°54'09"E	48.98'
3-4	S01°05'51"E	8.16'
4-5	N88°54'09"E	18.15'
5-6	N72°05'59"E	12.24'
6-7	N01°05'51"W	0.97'
7-8	N88°54'09"E	26.22'
8-9	N44°38'45"E	7.88'
9-10	N45°03'11"W	16.52'

Exhibit A
3 of 5



6150 N. 16th Street
Phoenix
Arizona 85016-1705
(602) 957-3350
FAX: (602) 285-2396

RICK ENGINEERING COMPANY

September 25, 1996
Rick No 1917
MEC

PALM CIRCLE PARCEL

A portion of the northeast quarter of the southeast quarter of Section 22, Township 2 North, Range 4 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the northeast corner of said northeast quarter of the southeast quarter of Section 22;
THENCE S88°54'09"W, along the north line of said northeast quarter of the southeast quarter, 93.04 feet;
THENCE S01°05'51"E, 55.00 feet to a point on the southerly right-of-way line of Camelback Road, said point also being on the westerly right-of-way line of Scottsdale Road, marking the POINT OF BEGINNING;
THENCE S00°01'51"E, along said westerly right-of-way line of Scottsdale Road, 98.83 feet;
THENCE S41°07'13"W, 788.90 feet to a point on the most easterly line of Parcel 7 as shown on the A.L.T.A. Survey by Rick Engineering Co., job no. 1951, dated May 1, 1996, and being the west line of Paradise Palms, a subdivision of record in Book 54 of Maps, Page 13, Maricopa County Records;
THENCE N01°07'51"W, along said easterly line of Parcel 7, and the west line of Paradise Palms, 683.07 feet to the aforementioned southerly right-of-way line of Camelback Road;
THENCE N88°54'09"E, along said southerly right-of-way line of Camelback Road, 532.34 feet to the POINT OF BEGINNING, as shown on Exhibit "A" attached herewith as page 2 of 2. Subject parcel comprising 4.763 acres, more or less, and subject to all easements of record.

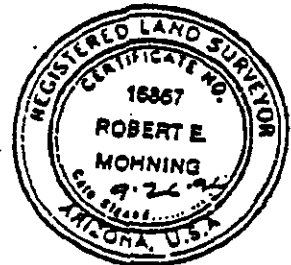


EXHIBIT A

465

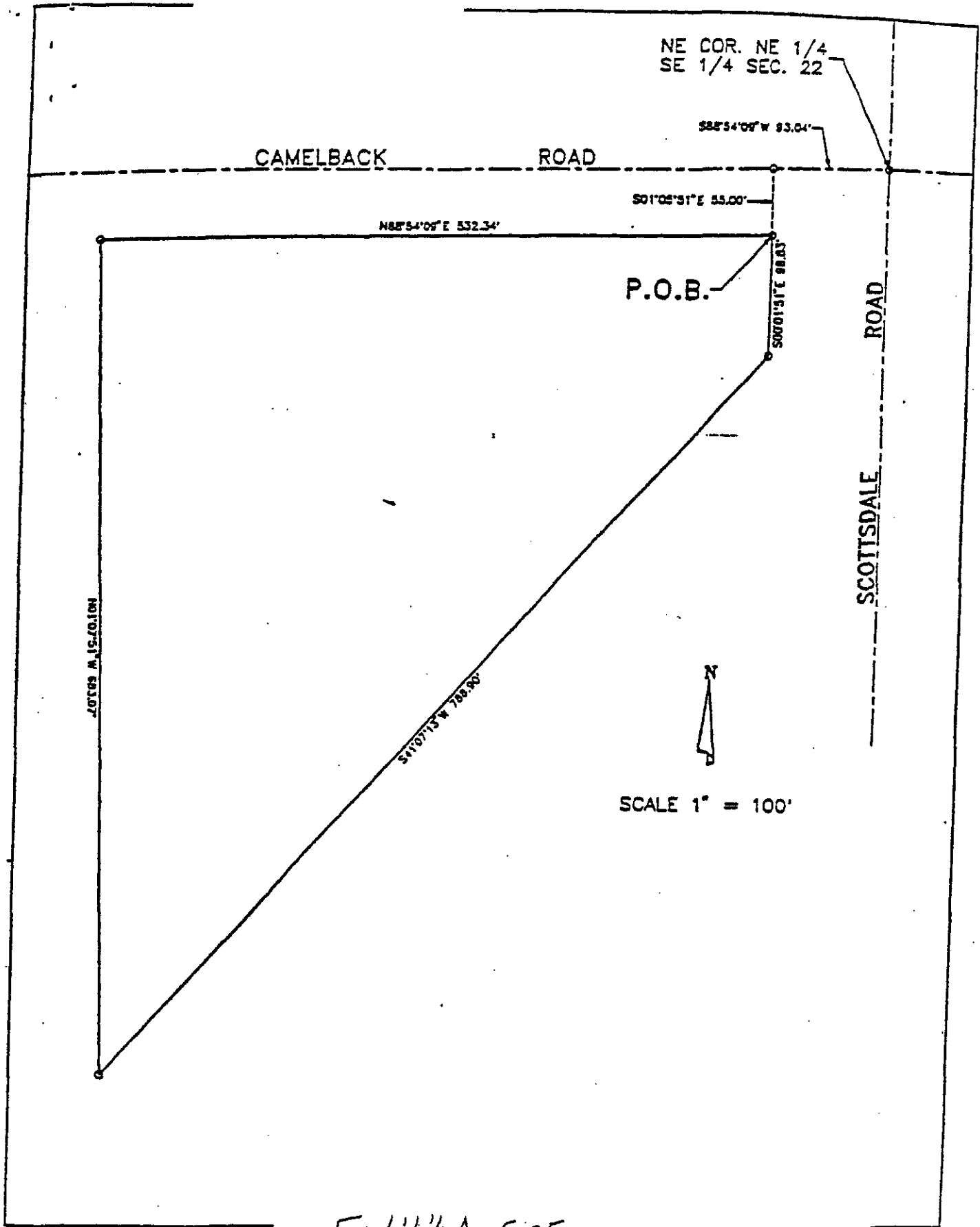


Exhibit A of 5

EXHIBIT "B"

CONSENT TO TOLLING AGREEMENT

The undersigned, having or claiming a lien, lease, easement or other interest in the leasehold interest under the Original Agreement or the Property as defined in the Tolling Agreement to which this consent is attached hereby joins in said Tolling Agreement and subjects and subordinates its interests to said Original Agreement and the Tolling Agreement.

EXECUTED as of the date first given above.

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____.

Notary Public

My Commission Expires:

EXHIBIT "C"

