AFTER RECORDING, PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

13255032 4/27/2020 3:54:00 PM \$40.00 Book - 10934 Pg - 3542-3545 RASHELLE HOBBS Recorder, Salt Lake County, UT PARR BROWN GEE & LOVELESS BY: eCASH, DEPUTY - EF 4 P.

Tax Parcel No. 16-06-107-042

## **AMENDMENT TO MEMORANDUM OF LEASE**

(102 OFFICE TOWER)

THIS AMENDMENT TO MEMORANDUM OF LEASE ("<u>Amendment</u>") is dated as of April 20 \_\_\_, 2020, by BOYER 102, L.C., a Utah limited liability company ("<u>Landlord</u>"), and STRONG & HANNI, P.C., a Utah professional corporation ("<u>Tenant</u>").

- 1. <u>Memorandum</u>. Landlord and Tenant entered into a certain Memorandum of Lease dated as of February 14, 2014 and recorded February 14, 2014 as Entry No. 11804712, in Book 10211, at Page 3302 of Official Records of the Salt Lake County Recorder (the "<u>Memorandum</u>") pertaining to a Lease dated June 25, 2013 between Landlord and Tenant, as amended. Capitalized terms which are used but not defined in this Amendment shall have the same meanings as set forth in the Memorandum.
- 2. <u>Modification of Legal Description</u>. The Landlord has modified the legal description of the Property which is now more particularly described on <u>Substitute Exhibit "A"</u> attached hereto (the "<u>Property</u>"). The Tenant consents to the modification of the legal description of the Property. The Exhibit "A" to the Memorandum is hereby amended and replaced in its entirety by Substitute Exhibit "A" attached hereto and incorporated herein by this reference.
- 3. <u>Parking</u>. Tenant's parking rights as set forth in the Lease are created by that certain Declaration and Establishment of Covenants, Conditions and Restrictions and Grant of Parking dated as of June 1, 2019, by Landlord, as declarant, which has not been recorded.
- 4. <u>Effect of Amendment</u>. In the event of any conflict between the terms of this Amendment and the terms of the Memorandum, the terms of this Amendment shall govern. Except as expressly modified and amended hereby, all other terms and conditions of the Memorandum shall continue in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Memorandum of Lease on the date first set forth above.

LANDLORD:

BOYER 102, L.C.,

a Utah limited liability company,

by its Manager:

THE BOYER COMPANY, L.C.,

a Utah limited liability company

By:

Name:

BRIUM GOLITHAR

Its: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this <u>20</u> day of <u>AM7</u>, 2020, personally appeared before me <u>Brian Gochnown</u>, who duly acknowledged to me that he executed the foregoing Lease as a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer 102, L.C., a Utah limited liability company.

My commission Expires: 8/28/2021

Residing at Salt Lake County

AVRY BYINGTON Notary Public State of Utah

Comm. Exp.: Aug. 28, 2021 Comm. Number: 696614

TENANT:

STRONG & HANNI, P.C., a Utah professional corporation

Name: Rown / Mariene

Residing at

STATE OF UTAH

) ) ss )

COUNTY OF SALT LAKE

On this 23 day of And who who we will be the state of the

, 2020, personally appeared before me , who duly acknowledged to me that she executed the of Strong & Hanni, P.C., a Utah professional corporation.

My Commission Expires:



Notary Public
HEIDI McEWEN
Commission #993197
My Commission Expires
January 26, 2021
State of Utah

## EXHIBIT "A" TO MEMORANDUM OF LEASE LEGAL DESCRIPTION OF PROPERTY

The following tract of real property located in Section 6, T1S, R1E SLB & Meridian in Salt Lake County, State of Utah:

A parcel of ground located in Lot 6 and Lot 7, Block 71, Plat "A", Salt Lake City Survey, said parcel also being a part of that certain parcel conveyed to Boyer 102, L.C. by Special Warranty Deed recorded August 15, 2014 as Entry No. 11898117 in Book 10253 at Pages 2636 through 2638 in the office of the Salt Lake County Recorder, said parcel being described more particularly as follows:

Beginning at a point North 00°01'43" West along the East line of said Lot 7 a distance of 51.02 feet and South 89°58'20" West 194.80 feet from the Southeast corner of said Lot 7, said point also being North 00°01'23" West along the monument line of State Street 227.91 feet (North 00°01'43" West 227.71 feet by Deed) and North 89°58'39" East 533.70 feet (North 89°58'22" East by Deed) and North 00°01'43" West 216.01 feet from a brass cap monument located in the intersection of said State Street and 200 South Street and running thence North 00°01'43" West 31.52 feet to a point on a Northerly line of said Boyer 102 parcel; thence Easterly and Northerly along said Northerly line and of the Westerly lines of said parcel the following six courses: 1) North 89°58'59" East 29.71 feet (North 89°58'22" East by Deed); 2) North 00°01'51" West 19.52 feet (North 00°01'43" West 19.50 feet by Deed); 3) South 89°59'18" West 10.50 feet (South 89°58'22" West by Deed); 4) North 00°01'51" West 63.00 feet (North 00°01'43" West by Deed); thence South 89°59'18" West 35.66 feet; thence North 00°01'44" West 165.03 feet to a Northwest corner of said Boyer 102 parcel and to a point on the North line of said Lot 6; Thence North 89°59'38" East along said North line 211.25 feet (North 89°58'22" East 211.00 feet by Deed) to the Northeast corner of said Lot 6; thence South 00°01'43" East along the East line of said Lot 6 and Lot 7 a distance of 278.99 feet; thence South 89°58'20" West 194.80 feet (South 89°58'22" West by Deed) to the point of beginning.