

PLATTED VERIFIED
ENTERED MICROFILMED

WHEN RECORDED MAIL TO

August Grand
Republic Mortgage Corp.
4516 South 700 East, Suite 350
Salt Lake City, Utah 84107

EA 1352703 BK 1762 PG2649
DOUG CROFTS, WEBER COUNTY RECORDER
06-JUL-95 820 AM FEE \$27.00 DEP NH
REC FOR: TITLE.WEST

LOAN MODIFICATION AND EXTENSION AGREEMENT

THIS LOAN MODIFICATION AND EXTENSION AGREEMENT ("Agreement") is made this 15TH day of JUNE, 1995, by and between Northern Utah Imaging Center Limited Partnership, a Utah limited partnership ("Borrower"), and The Canada Life Assurance Company, a Canadian corporation ("Lender").

RECITALS:

A. Borrower is indebted to Lender under that certain Promissory Note dated May 14, 1985 in the original principal amount of \$1,060,000.00 U.S., which Promissory Note was modified by that certain Promissory Note (To Trust Deed) Modification Agreement executed May 4, 1990, with an effective date of June 1, 1990 (as amended, the "Note").

B. The Note is secured by a Trust Deed With Assignment of Rents dated May 14, 1985 and recorded with the Weber County Recorder on June 5, 1985 with Entry No. 938920, in Book 1468, at Page 2531, and amended by (i) that certain Amendment to Trust Deed With Assignment of Rents dated August 9, 1989 and recorded with the Weber County Recorder on September 6, 1989 with Entry No. 1088239, in Book 1567, at Page 766, and (ii) that certain Deed of Partial Reconveyance dated Sept. 1, 1989 and recorded with the Weber County Recorder on Sept. 6, 1989, with Entry No. 1088235 in Book 1567, at Page 750 (as amended, the "Deed of Trust"), now covering that certain real property, and the improvements and fixtures located thereon, as specifically described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

C. The Note is further secured by:

1. That certain Security Agreement dated May 14, 1985 and recorded with the Weber County Recorder on June 5, 1985 with Entry No. 938921, in Book 1460, at Page 2544 (the "Security Agreement");

2. That certain UCC-1 Financing Statement recorded June 5, 1985 with the Weber County Recorder with Entry No. 938922, in Book 1468, at Page 2558, and that certain UCC-1 Financing Statement filed June 11, 1985 with the Utah Division of Corporations and Commercial Code (or its predecessor) with File No. 022989, as continued or superseded by subsequent filings (collectively the "Financing Statements");

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3. That certain Assignment of Lessor's Interest in Leases dated May 14, 1985 and recorded with the Weber County Recorder with Entry No. 938825, in Book 1468, at Page 2565 (the "Assignment of Leases");

4. That certain Indemnification Agreement (the "Indemnification") dated June 1, 1990.

D. The Note is further secured or evidenced by all other written documents and agreements ("Other Loan Documents") securing or otherwise entered into or given in connection with the Note or the loan transaction of which the Note forms a part (the "Loan").

E. Borrower has requested Lender's consent to modify (as described below) certain terms of the Note, Deed of Trust, Security Agreement, Assignment of Leases, Indemnification and Other Loan Documents, including all modifications, extensions, continuations and amendments to any of the foregoing (collectively "Loan Documents"). Lender will give its consent to such modifications subject to certain conditions as set forth herein.

NOW THEREFORE, in consideration of Lender's agreement to give its consent and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed by Borrower and Lender as follows:

1. Consent to Modifications. Lender hereby gives its consent to the following modifications of the Loan Documents if, and only if, this Agreement is fully and validly executed and the representations and warranties given herein are true and continuously remain true. Should the preceding conditions not be fully performed, Lender's consent, at its option, shall be null and void, *ab initio*.

2. Loan Modifications. The Loan Documents are hereby amended and modified as follows:

(a) Note Extension and Modification. The maturity date of the Note shall be extended to June 1, 2010, at which time all unpaid principal, interest and other amounts owing under the Note shall be due and owing in full. The interest rate on the Note shall be modified to be eight and 375/1000ths percent (8.375%) effective June 1, 1995. The monthly payment shall be calculated by amortizing the existing principal balance of the Note as of June 1, 1995 (after payment of the June 1, 1995 payment) in the amount of \$978,071.29 over a fifteen (15) year amortization period at the interest rate described above. Said revised, equal monthly payment of \$9,559.92 shall begin on July 1, 1995 and shall be due and owing on the first day of each month until the Loan matures on June 1, 2010, when all unpaid principal, interest and other amounts owing under the Loan Documents shall be due and owing in full. Said monthly payment also shall include the escrow payments for real property taxes and insurance as required by the Deed of Trust.

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(b) Additional Note Provisions. The following provisions shall be added to the Note, which provisions shall replace and supersede any other provisions and agreements in the Loan Documents relating to the prepayment of the Note, including without limitation paragraph 2 of the Modification Agreement:

Borrower may make full (but not partial) prepayment of the total principal and interest due upon giving Lender sixty (60) days prior written notice. In this event, Borrower shall pay to Lender, in addition to the outstanding principal and interest accrued thereon and all other fees, costs, and charges owing thereunder, a premium ("Premium") equal to the greater of:

(i) One percent (1%) of the outstanding principal balance of the Note, or

(ii) The amount by which

(A) The discounted value of all required monthly payments for the remaining term of the Note balance at maturity, calculated utilizing a discount rate based on the monthly equivalent yield-to-maturity rate of a U.S. Treasury Note or Bond,

exceeds

(B) The Note's principal balance at the date of prepayment.

The monthly equivalent yield-to-maturity rate shall be predicated on the U.S. Treasury Note or Bond closest in maturity to the remaining term of the Note, as selected by the Lender (and as reported in the Wall Street Journal, or if the Wall Street Journal is no longer published, some other similar daily financial publication of national circulation) on the fifth business day preceding the date of prepayment.

Borrower expressly agrees that: (i) the Premium provided for herein is reasonable; (ii) the Premium shall be payable notwithstanding the then prevailing market rates existing at the time prepayment is made; (iii) there has been a course of conduct between Lender and Borrower giving specific consideration in this transaction for such agreement to pay the Premium; and (iv) Borrower shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Borrower expressly acknowledges that its agreement to pay the

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Premium to Lender as herein described is a material inducement to the Lender to renew the Loan.

Provided the Note is not then in default, the Premium shall be waived by the Lender where prepayment is a result of the application of condemnation or insurance proceeds.

It is expressly agreed by Borrower that the acceleration of the maturity of the Note as a result of any event of default, including, without limitation, any acceleration upon the transfer of any interest in the Property, a tender by Borrower or by anyone on behalf of Borrower of payment of the amount necessary to satisfy the indebtedness evidenced hereby made at any time prior to a foreclosure sale, or a sale under the power of sale contained in the Deed of Trust, shall constitute an evasion of the prepayment terms hereof and shall be deemed to be a voluntary prepayment hereunder. Therefore, with any such payment, Borrower shall pay the Premium. The provisions of any present or future statute, law, principal or judicial interpretation which prohibit or may prohibit the collection of the foregoing Premium in connection with any such acceleration are hereby expressly waived by Borrower.

3. Environmental Requirements. With the execution of this Agreement, Borrower and certain other indemnitors have entered into that certain Indemnity Agreement of even date herewith. Borrower agrees that any requirements with respect to environmental due diligence and investigation, and the providing of any environmental indemnities in connection with the Loan, are strictly the requirements of Lender made solely for its loan underwriting and environmental due diligence purposes. Lender and Borrower acknowledge and agree that said Indemnity Agreement shall supersede and replace the Indemnification.

4. Payments. Simultaneously with or prior to the execution of this Agreement, Borrower shall pay to Lender an amount sufficient to pay (a) all payments owing under the Note through the date of this Agreement, (b) any amounts otherwise due and owing under the Loan Documents, and (c) any amounts owing under that certain commitment letter dated May 19, 1995, between Lender and Borrower.

5. Title Report. Prior to the execution of this Agreement, Borrower shall provide Lender with a satisfactory commitment for an endorsement 110.5 to lender's policy of title insurance committing to insure that, notwithstanding the modification of the Loan Documents set forth in this Agreement, Lender's Deed of Trust constitutes and continues to constitute a first and prior lien on the Property that is not junior to any exceptions or exclusions other than those shown on the Lender's original Policy of Title Insurance issued by First American Title Insurance Company at the time the Note was executed, which Policy

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is dated June 5, 1985 and has Policy No. 29219-2. However, Lender has waived any obligation of Borrower to acquire such endorsement.

6. Further Assurances. Borrower represents and warrants that on the date of this Agreement Borrower is not in default under the Loan Documents. Borrower further represents and warrants that no amendments or other modifications have been made to or exist with respect to the original Loan Documents, except as described in this Agreement.

7. Costs. All costs and expenses incurred in connection with this modification transaction, including, but not limited to, title insurance costs (including both the above-described title insurance commitment and endorsement), attorney's fees of Lender's counsel, and recording costs will be paid by Borrower at the time of execution of this Agreement.

8. Conflicts. Notwithstanding anything to the contrary, if the terms and provisions contained in any of the Loan Documents in any way conflict or are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and supersede. However, it is specifically agreed that all terms and provisions contained in any of the Loan Documents which do not conflict with or are not inconsistent with this Agreement shall remain in full force and effect without any change or modification.

9. Miscellaneous. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

MR
RCW

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

BORROWER:

NORTHERN UTAH IMAGING CENTER
LIMITED PARTNERSHIP,
a Utah limited partnership

By Seven Ogden Syndicate,
a Utah general partnership
Its General Partner

By Wallace P. Salmon, TRUSTEE
General Partner of Seven Ogden Syndicate

By [Signature]
General Partner of Seven Ogden Syndicate

LENDER:

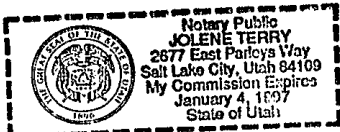
THE CANADA LIFE ASSURANCE COMPANY

By [Signature]
R. L. FINLEY
Title ASSOCIATE TREASURER

By [Signature]
JOE H. MAZUR
Title ASSOCIATE TREASURER ASSISTANT TREASURER

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of June, 1995, by WALLACE R. WOODBURY, the General Partner of Seven Ogden Syndicate, a Utah general partnership that is the General Partner of Northern Utah Imaging Center Limited Partnership, a Utah limited partnership.



My Commission Expires:

1-4-97

Jolene Terry
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

COUNTRY OF CANADA)
 : ss.
PROVINCE OF ONTARIO)

The foregoing instrument was acknowledged before me this 21st day of June, 1995, by R.L. FINDLEY and JOE H. MAZUR, the ASSOCIATE TREASURER and ASSOCIATE TREASURER of The Canada Life Assurance Company.

~~My Commission Expires:~~

Adelane Edralin Isidro
NOTARY PUBLIC IN AND FOR THE PROVINCE OF ONTARIO
Residing at 330 UNIVERSITY AVENUE
THE CANADA LIFE ASSURANCE COMPANY
330 UNIVERSITY AVENUE
TORONTO, ONTARIO, CANADA
M5G 1R8

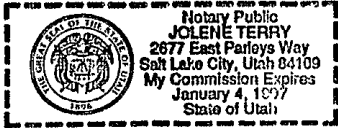
ADELANE EDRALIN ISIDRO,
Notary Public, Municipality of
Metropolitan Toronto limited to the
Attestation of Instruments and the
Taking of Affidavits, for The Canada
Life Assurance Company, its
subsidiaries, associates and affiliates.
Expires October 31, 1997

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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

o Randall Woodbury

The foregoing instrument was acknowledged before me this 15th day of JUNE, 1995, by ~~SEE ATTACHED INSTRUMENT~~, the General Partner of Seven Ogden Syndicate, a Utah general partnership that is the General Partner of Northern Utah Imaging Center Limited Partnership, a Utah limited partnership.



Jolene Terry
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
1-4-97

COUNTRY OF CANADA)
PROVINCE OF ONTARIO) ss.

The foregoing instrument was acknowledged before me this 21st day of June, 1995, by R. L. FINDLEY and ~~JOE H. MAZUR~~ JOE H. MAZUR, the ASSOCIATE TREASURER and ASSOCIATE TREASURER of The Canada Life Assurance Company.

My Commission Expires:

Adelane Edralin Isidro
NOTARY PUBLIC
Residing at: MY COMMISSION IS FOR LIFE
THE CANADA LIFE ASSURANCE COMPANY
330 UNIVERSITY AVENUE
TORONTO, ONTARIO, CANADA
M5G 1R8

ADELANE EDRALIN ISIDRO,
Notary Public, Municipality of
Metropolitan Toronto limited to the
Attestation of Instruments and the
Taking of Affidavits, for The Canada
Life Assurance Company, its
subsidiaries, associates and affiliates.
Expires October 31, 1997

*(LW)
RW*

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East outside wall of the main hospital building of St. Benedicts Hospital which is 1217.65 feet North 0 degrees 26'00" East along the East line of said Section 17 and 447.83 feet North 89 degrees 34'00" West from the Southeast Corner of said Section 17; and running thence North 27 degrees 24'35" East 23.80 feet; thence North 72 degrees 24'35" East 86.67 feet; thence North 17 degrees 35'25" West 100.75 feet along the Easterly wall of the MRI building; thence South 72 degrees 24'35" West 103.50 feet to a point North 117 degrees 35'25" West from the Northeast Corner of the existing Radiation Therapy Building; thence South 17 degrees 35'25" East 117.58 feet to the point of beginning.

PARCEL 2:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Adams Avenue which is 1231.87 feet North 0 degrees 26'00" East along the East line of said Section 17 and 66.00 feet North 89 degrees 34'00" West from the Southeast corner of said Section 17; and running thence South 72 degrees 24'35" West 268.99 feet thence North 117 degrees 35'25" West 73.92 feet; thence North 62 degrees 35'25" West 28.28 feet; thence North 17 degrees 35'25" West 27.53 feet; thence North 72 degrees 24'35" East 20.00 feet; thence South 17 degrees 35'25" East 23.39 feet; thence North 72 degrees 24'35" East 17.50 feet; thence South 17 degrees 35'25" East 25.00 feet; thence North 72 degrees 24'35" East 275.26 feet to said West line of Adams Avenue; thence South 0 degrees 26'00" West 78.49 feet along said West line of Adams Avenue to the point of beginning.

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