

WHEN RECORDED MAIL TO:

Ron Craven  
The Boyer Company  
127 South 500 East  
Salt Lake City, Utah 84102

#: 1521242 BK 1707 PG 853  
DOUG CROFTS, WEBER COUNTY RECORDER  
11-FEB-98 2:13 PM FEE \$16.00 DEP MB  
REC FOR: FOUNDERS.TITLE

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FD-16392

**FIRST AMENDMENT  
TO  
GROUND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (the "Amendment") is made and entered into this 3<sup>rd</sup> day of OCTOBER, 1997, by and between **OGDEN MEDICAL CENTER, INC., A CORPORATION DBA COLUMBIA OGDEN REGIONAL MEDICAL CENTER** ("Lessor") and Boyer Ogden Medical Associates, a Utah limited partnership ("Lessee").

**RECITALS**

A. This Amendment modifies that certain Ground Lease Agreement between Lessor and St. Benedict's Hospital, a Utah nonprofit corporation, the predecessor in interest to Lessee, dated August 30, 1989 (the "Original Lease"). Capitalized terms which are not defined in this Amendment shall have the same meaning as set forth in the Original Lease.

B. Lessor and Lessee desire to amend the Original Lease to expand the Leased Land to permit the expansion of the medical office building which is located on the Leased Land.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee mutually consent and agree to the following terms and conditions:

1. Section 1.1 and Exhibit "A" to the Original Lease are hereby amended to provide that the Leased Land shall include the parcel which is described on the attached Exhibit "A-1997" (the "Expansion Parcel"). The Expansion Parcel is an addition to the Leased Land as originally set forth on Exhibit "A" to the Original Lease. Effective as of the date of this Amendment, the Expansion Parcel shall constitute part of the Lease Land.

2. Lessee intends to expand the existing medical office building located on the Leased Land by constructing building improvements on the Expansion Parcel. Lessor shall perform all of its obligations under the Original Lease in respect of the Expansion Parcel including, without limitation, the obligation to provide adequate parking, for the medical office building, as expanded. Upon request of Lessor, Lessee shall execute all declarations, instruments that may be required to allocate to the Lessee and the tenants, employees, guests and invitees of the medical office building, as expanded, the number of parking spaces required by applicable law from time to time.

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3. Lessee shall perform all of its obligations under the Original Lease in respect of the Expansion Parcel. The rental for the Leased Land, as increased in size by the Expansion Parcel shall not be increased.

4. In the event of any inconsistency between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control. In all other respects, the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

**"LESSOR"**

**OGDEN MEDICAL CENTER, INC., A  
CORPORATION DBA COLUMBIA OGDEN  
REGIONAL MEDICAL CENTER**

By: Steven B. Bateman

Name: STEVEN B. BATEMAN

Its: CEO

**"LESSEE"**

**BOYER OGDEN MEDICAL ASSOCIATES, A  
UTAH LIMITED PARTNERSHIP, BY ITS  
MANAGING PARTNER, THE BOYER  
COMPANY, L.C., A UTAH LIMITED LIABILITY  
COMPANY**

By: H. Roger Boyer

H. Roger Boyer  
Chairman and Manager

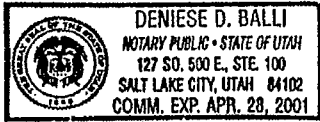
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STATE OF UTAH )  
County of Salt Lake )  
ss.

On the 3rd day of October, 1997, personally appeared before me H. ROGER BOYER, Chairman and Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, Managing Partner of BOYER OGDEN MEDICAL ASSOCIATES, a Utah limited partnership, the signer of the within instrument who duly acknowledged to me that he executed the same, for and on behalf of THE BOYER COMPANY, L.C., as the Managing Partner therein.

*Denise D. Balli*  
Notary Public  
Residing at *Salt Lake County*

My commission expires:  
*4-28-01*



CT 07-053-0038

A parcel of land located in Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 1420.67 feet North 0°26'00" East along the East Section line and North 89°34'00" West 282.02 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 26.35 feet; thence North 17°50'10" West 39.76 feet; thence North 72°08'25" East 97.63 feet to the West line of "Phase 2" described in that certain Memorandum Of Ground Lease recorded September 11, 1989 as Entry No. 1088540 in Book 1567 at Page 1416 of the Official Records of the Weber County Recorder; thence South 00°26'00" West 16.85 feet to the point of BEGINNING.

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~~07-053-0038~~

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