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Return to: New York Life Insurance Co.
51 MADISON AVENUE
NEW YORK, NEW YORK 10010
Attn: Mr. Gelman

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1109 JON FRESTON
WEBER COUNTY RECORDER
DEPUTY *Kenneth Kelly*

849552

DEC 29 1 05 PM '81

FILED AND RECORDED FOR
Utah Title

THIRD AMENDMENT TO LEASE

PLATTED VERIFIED
LINKED MICROFILMED

THIS THIRD AMENDMENT TO LEASE is made and entered into this 14th day of December, 1981, by and between ST. BENEDICT'S HOSPITAL, a Utah nonprofit corporation, (the "Lessor"), GFI, LTD., a Utah limited partnership, LEON and KAREN F. PETERSON, husband and wife, (the "Agents") and ST. BENEDICT DEVELOPMENT COMPANY (the "Lessee"), a general partnership organized under the laws of the State of Utah.

WHEREAS, St. Benedict's Hospital, as Lessor, and Agents, as the original Lessee, entered into a Lease dated July 6, 1977 (the "Lease") concerning the following described real property in Weber County, State of Utah (the "Lease Property"):

A part of the Southeast quarter of Section 17, T5N, R1W, S1&2M, U. S. Survey: Beginning at a point which is North 0°26' East 1624.33 feet along the section line and North 89°34' West 417.48 feet from the Southeast corner of said Section 17, running thence South 17°34' East 276.10 feet thence South 72°26' West 700.00 feet thence North 33°01'30" West 109.01 feet thence North 0°26' East 23.06 feet thence North 72°26' East 305.00 feet thence North 0°26' East 305.00 feet thence North 0°26' East 145.10 feet thence North 72°26' East 89.93 feet thence North 16°06' East 122.71 feet thence Easterly along the arc of a 549.06 feet radius curve to the left 150.13 feet (L C Bears South 80°44' East 149.66 feet), thence South 89°34' East 83.52 feet to the point of beginning. Contains 3.67 acres more or less.

WHEREAS, the Lessor and Agents have previously amended the Lease pursuant to an Amendment to Lease dated August 24, 1977 and a Second Amendment to Lease dated December 19, 1978; and

WHEREAS, Agents, in executing said Lease and previous amendments thereto, were acting on behalf of and as the agent for Lessee, and they, accordingly, have assigned their interest under said Lease to Lessee; and

WHEREAS, Lessee has constructed a medical professional building on the Lease Property (the "Old Building"), has obtained financing therefor from New York Life Insurance Company ("NYLIC"), and has entered into a Deed of Trust with Assignment of Rents and Security Agreement, dated March 30, 1979, (the "Trust Deed"), with New York Life Insurance Company to secure the financing for such construction; and

WHEREAS, Lessee has recently completed construction of a second medical professional building on the Lease Property (the "New Building") that adjoins but does not have a common wall with the Old Building; and

WHEREAS, Lessee intends to obtain permanent financing for the New Building from a certain Lender and such Lender intends to make such financing available to Lessee provided, among other

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things, that Lender can obtain from Lessee a valid, first security interest in the entire New Building including a related portion of the Lease Property to secure such financing; and

WHEREAS, the parties desire to further amend the Lease to release from the Lease Property the portion thereof pertaining to the New Building more particularly described as the Phase II Property on Exhibit A attached hereto and made a part hereof (the "Phase II Property"); and

WHEREAS, Lessor and Lessee have entered into a Declaration of Restrictions, Easements and Common Area Maintenance, which Declaration sets forth the rights and duties between the parties thereto affecting the Property and which Declaration has been or will be duly recorded in the office of the Weber County Recorder.

NOW, THEREFORE, it is hereby mutually agreed as follows:

FIRST: All that certain real property, together with all buildings and improvements thereon more particularly described as the Phase II Property on Exhibit A attached hereto and made a part hereof, is hereby released from the above described Lease Property demised under this Lease, and all of the right, title and interest of Lessee in the Phase II Property is hereby assigned to Lessor.

SECOND: Henceforth, the Lease Property demised under the Lease shall include only the property described on Exhibit A hereto as the "Phase I Property."

THIRD: This Lease is and shall always be subject to any first mortgage which is now or shall at any time be placed upon the Phase I Property by Lessor and Lessee, including particularly any first Trust Deed Lien by NYLIC. Lessee and Lessor agree to execute and deliver any instrument deemed necessary to further effect subordination of this Lease to any such first mortgage.

FOURTH: This Third Amendment to Lease is in substitution and replacement for (1) a Third Amendment to Lease entered into the 21st day of March, 1980, between St. Benedict's Hospital, GFI, Ltd., Leon and Karen F. Peterson, and St. Benedict Development Company, and (2) a Replacement Lease Phase I Property dated as of October 1, 1981 between St. Benedict's Hospital and St. Benedict Development Company, which prior agreements, although executed were never delivered, and are of no force or effect.

FIFTH: Except as the Lease is changed hereby, the provisions of the Lease and the previous amendments thereto, including the Notice of Claim of Easement dated December 19, 1978, remain in full force and effect the same as agreed to by the parties; and that as of date hereof (1) no default exists under the Lease and (2) Lessee has no claim of offset under the Lease.

EXECUTED as of the day and year first above written.

"Lessor"

ST. BENEDICT'S HOSPITAL

By *Robert Buller*

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"Agents"

GFI, LTD.

By *G. Walter Gasser*
G. Walter Gasser

Leon Peterson
LEON PETERSON

Karen F. Peterson
KAREN F. PETERSON

"Lessor"

ST. BENEDICT DEVELOPMENT COMPANY

By *Leon Peterson*
Leon Peterson

By *Katie F. Gasser*
Katie F. Gasser, Trustee of the
G. Walter Gasser Family Trust

By GFI, LTD.

By *G. Walter Gasser*
G. Walter Gasser

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ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledge and consent to the foregoing Third Amendment to Lease.

NEW YORK LIFE INSURANCE COMPANY, as the holder of the Mortgage on the Phase I Property

DATED: 12/21/81

By [Signature]
Its Second Vice President
Arthur D. McClelland

UNIONMUTUAL STOCK LIFE INSURANCE CO. OF AMERICA, as the holder of the Mortgage on Phase II Property

DATED: 12/16/81

By [Signature]
Its SECOND VICE PRESIDENT

STATE OF UTAH)
COUNTY OF SALT LAKE)
PUBLIC

ss.

On this 14th day of DECEMBER, 1981, personally appeared before me ROBERT K. EISEBERG, who did say that he is the said ADMINISTRATOR of ST. BENEDICT'S HOSPITAL, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ROBERT K. EISEBERG duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-27-85

Residing at: _____

STATE OF UTAH)
COUNTY OF SALT LAKE)
PUBLIC

ss.

On this 14th day of DECEMBER, 1981, personally appeared before me G. WALTER GASSER, who did say he is the general partner of GFI, LTD., a Utah limited partnership, and he acknowledged to me that he executed the foregoing document for and in behalf of

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said limited partnership, and in behalf of said limited partnership as a General Partner in ST. BENEDICT DEVELOPMENT COMPANY, a General Partnership.

D. B. Bontas

NOTARY PUBLIC

My Commission Expires: 7-27-85

Residing at: SALT LAKE CITY, UTAH

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

On this 14th day of DECEMBER, 1981, before me, the undersigned, a Notary Public in and for said county and state, personally appeared LEON PETERSON and KAREN F. PETERSON known to me to be the signers that executed the within instrument, and acknowledged to me that they executed the same individually, and as to LEON PETERSON, also as a General Partner in ST. BENEDICT DEVELOPMENT COMPANY, a General Partnership.

D. B. Bontas

NOTARY PUBLIC

My Commission Expires: 7-27-85

Residing at: SALT LAKE CITY, UTAH

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

On this 14th day of DECEMBER, 1981, before me, the undersigned, a Notary Public in and for said county and state, personally appeared KATIE F. GASSER, Trustee of the G. Walter Gasser Family Trust, known to me to be the signer that executed the within instrument, and acknowledged to me that she executed the same as the Trustee for the said family trust, a General Partner in ST. BENEDICT DEVELOPMENT COMPANY, a General Partnership.

D. B. Bontas

NOTARY PUBLIC

My Commission Expires: 7-27-85

Residing at: SALT LAKE CITY, UTAH

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STATE OF New York)
COUNTY OF New York) ss.

On the 21st day of December, 1981, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of NEW YORK LIFE INSURANCE COMPANY, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said _____ duly acknowledged to me that said corporation executed the same.

My Commission Expires: March 30, 1982

Kathleen T. O'Leary
NOTARY PUBLIC
Residing at: 444 2nd Avenue

KATHLEEN T. O'LEARY
Notary Public, State of New York
No. 31-466322
Qualified in New York County
Cert. Filed in New York County
Commission Expires March 30, 1982

STATE OF Maine)
COUNTY OF Cumberland) ss.

On the 14th day of December, 1981, personally appeared before me Ronald A. Davis, who being by me duly sworn, did say that he is the SECOND VICE PRESIDENT of UNIONMUTUAL STOCK LIFE INSURANCE CO. OF AMERICA, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said Ronald A. Davis duly acknowledged to me that said corporation executed the same.

My Commission Expires: 1/2/82

Julie P. Buanhormes
NOTARY PUBLIC
Residing at: Buxton, Maine

JULIE P. BUANHORMES
NOTARY PUBLIC
MAINE

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The following described property in Weber County, State of Utah, being a part of the SE Quarter of Section 17, T5N, R1W, SLB&M, U.S. Survey:

PHASE I

Beginning at a point which is N 0°26'E, 1591.33 feet along the section line and N 89°34'W, 406.76 feet from the SE corner of said Section 17, and running thence S 17°34'E, 241.40 feet; thence S 72°26'W, 270.00 feet; thence N 17°34'W, 127.00 feet; thence S 72°26'W, 146.93 feet; thence N 0°26'E, 145.10 feet; thence N 72°26'E, 89.93 feet; thence N 16°06'E, 89.71 feet; thence easterly along the arc of a 582.06 foot radius curve to the left, 159.16 feet (Long Chord bears S 81°44'E, 158.66 feet), thence S 89°34'E, 94.24 feet to the point of beginning. Containing 2.19 acres more or less. Excluding the following described property: Beginning at the NE Cor of St. Benedict's Professional Building, Phase II, said point being North 1407.66 ft and West 610.74 ft from the SE Cor Sec 17, T5N, R1W, SLB&M and running thence S17°34'E, 73.33 ft; thence S72°26'W, 7.70 ft; thence N17°34'W, 71.73 ft; thence S72°26'W, 137.63 ft; thence N17°34'W, 1.60 ft; thence N72°26'E, 145.33 ft to beg. Containing 785 sq ft or 0.0180 Ac.

PHASE II

Beginning at a point North 1282.73 feet and West 579.26 feet from the SE corner Section 17, T5N, R1W, SLB&M and running thence S 72°26'W, 430.00 ft; thence N 33°01'30" W, 109.01 feet; thence N 0°26'E, 23.06 feet; thence N 72°26'E, 451.93 feet; thence S 17°34'E, 127.00 feet to beginning. Containing 56,695 sq. feet or 1.3015 Ac. Also the following described area: Beginning at the NE Cor of St. Benedict's Professional Building, Phase II, said point being North 1407.66 ft and West 610.74 ft from the SE Cor Sec 17, T5N, R1W, SLB&M and running thence S17°34'E, 73.33 ft; thence S 72°26'W, 7.70 ft; thence N 17°34'W, 71.73 ft; thence S 72°26'W, 137.63 ft; thence N 17°34'W, 1.60 ft; thence N 72°26'E, 145.33 ft to beg. Containing 785 sq ft or .0180 Ac.

EXHIBIT "A"

TO
THIRD AMENDMENT TO LEASE

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