

FAK, FOWARD + GARDNER  
AMTICAL PLAZA II SUITE 400  
57 WEST 200 SOUTH  
SALT LAKE CITY, UTAH 84111

BOOK 1395 PAGE 546

849555

JON FRESTON  
WEBER COUNTY RECORDER  
DEPUTY *Sam Hadley*  
DEC 29 1 14 PM '81  
FILED AND RECORDED FOR  
*Utah Title*

SUBLEASE AGREEMENT

PLATED  UNPLATED   
INDEXED  UNINDEXED

THIS SUBLEASE AGREEMENT is made and entered into the 23<sup>rd</sup> day of December, 1981, by and between ST. BENEDICT DEVELOPMENT COMPANY, a Utah General Partnership (hereinafter referred to as the "LESSOR"), and ST. BENEDICT'S INVESTMENT COMPANY, a Utah Limited Partnership (hereinafter referred to as the "LESSEE"), whose mailing address is 220 South 200 East, Salt Lake City, Utah 84111.

PT.  
200  
-53-  
02

WITNESSETH:

WHEREAS, Lessor occupies certain real property located Washington Terrace, Weber County, Utah, pursuant to that certain Lease dated December 14, 1981, and entitled, "Replacement Lease" Phase II Property, between Lessor and ST. BENEDICT'S HOSPITAL, a Utah nonprofit corporation (hereinafter referred to as the "Ground Lease"); and

WHEREAS, Lessor desires to sublease the said real property described hereinbelow to Lessee and Lessee is willing to enter into such sublease agreement (hereinafter referred to as the "Lease") all on the terms and for the purposes hereinafter set forth.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. PREMISES. For and in consideration of the rents herein reserved, and the agreements, conditions, covenants and terms to be performed on the part of Lessee, Lessor hereby subleases to Lessee the real property covered by the Ground Lease said real property being located in Weber County, State of Utah and being more particularly described in the attached Exhibit "A" (hereinafter sometimes referred to as the "Premises");

2. TERM. The term of this Lease shall commence on the date hereof and terminate on the termination date of the Ground Lease.

3. RENTAL. LESSEE agrees to pay to LESSOR during the term of this Lease rentor sums in amounts equal to the sums called for in the Ground Lease and at the time and place and in the manner specified therein.

SEE ATTACHED EXHIBIT "A"

BOOK 1395 PAGE 547

4. LESSORS REPRESENTATIONS. Lessor covenants and warrants that on the date of this lease Lessor is entitled to the sole and exclusive possession of the Premises pursuant to the terms of the Ground Lease (subject to the rights of existing Tenants under leases covering improvements which leases are being assigned by Lessor to Lessee concurrently with the execution of this Lease), and that Lessor is not in default of the terms and provisions of that Ground Lease.

5. INDEMNITY. Lessee shall indemnify Lessor and save it harmless from and against any and all suits, actions, damages, claims, liability, expense and exposure in connection with loss of life, bodily or personal injury, or property damage, arising from or out of an occurrence in, upon, at or from the Premises. In case Lessor shall without fault on its part be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all cost and expenses of Lessor including reasonable attorney's fees. In furtherance of the foregoing, Lessee agrees to carry at its expense liability insurance in reasonable amounts considering the potential exposure providing comprehensive coverage of the Premises against such hazards as are normally insurable for which Lessor and Lessee might be held liable. Appropriate evidence of such insurance and also such fire insurance as Lessee's lender may require shall be furnished by Lessee to Lessor.

6. EVENTS OF DEFAULT: REMEDIES.

6.A Default by Lessee. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in paragraph 6.B:

(a) Lessee fails to pay any rental or any other sum when due hereunder within ten (10) days after written notice of such default shall have been sent to Lessee.

(b) Lessee fails to perform any other term, condition, or covenant to be performed by it pursuant to this lease within thirty (30) days after notice of such default shall have been given to Lessee.

(c) Lessee or its agents shall falsify any report required to be furnished to Lessor hereunder.

BOOK 1395 PAGE 548

(d) Lessee or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee (provided that any proceedings against or occurrence of bankruptcy or insolvency as to a guarantor shall not be a default if Lessee or the other guarantor shall not be a default if Lessee or the other guarantors provide other security satisfactory to Lessor within fifteen (15) days after such occurrence); or Lessee petitions for or enters into an arrangements; or suffers this Lease to be taken under a writ of execution.

6.B Remedies. Upon the occurrence of the events set forth in paragraph 6.A, Lessor shall have the option to take any or all of the following actions, without further notice or demand of any kind to Lessee or any other person:

(a) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Lessee, all without service of notice or resort to legal process and without being deemed guilty of or liable for forceable entry or trespass. No such reentry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Lessor to Lessee. No such action by Lessor shall be considered or construed to be a forceable entry.

(b) Collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Lessee required to be kept or performed.

(c) Terminate this Lease by written notice to Lessee. In the event of such termination, lessee agrees to immediately surrender possession of the Premises. Should Lessor terminate this Lease, it may recover from Lessee all damages it

BOOK 1395 PAGE 549

may incur by reason of Lessee's breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then-reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

The remedies give to Lessor in this paragraph shall be in addition and supplemental to all other rights or remedies which Lessor may have under laws then in force.

7. LESSOR'S DEFAULT. Should the Lessor default in its obligations pursuant to the terms of the Ground Lease, Lessee may make such payments and perform such obligations of Lessor as may be necessary to cure said default. Any amounts expended by Lessee in performing Lessor's obligations pursuant to said Grand Lease may be offset against rent due hereunder.

8. ATTORNEY'S FEES. In the event that at any time during the term of this Lease either Lessor or Lessee institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party in such action or proceeding for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, whether or not the action is dismissed prior to judgment.

9. PAST DUE SUMS. If Lessee fails to pay, when the same is due and payable any sums required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum.

10. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

11. MEMORANDUM OF LEASE. The parties hereto agree to execute a memorandum of this Lease in a mutually acceptable form which document may be recorded to give notice of this Lease.

BOOK 1395 PAGE 550

12. SUBJECT TO TERMS OF GROUND LEASE. Lessee agrees to be subject to and to comply with all provisions, terms and conditions of the Ground Lease and shall not do any act which will cause a default under the Ground Lease. Without limiting the generality of the foregoing, Lessee agrees to pay all assessments, utilities, insurance and any charges whatsoever payable by Lessor under the Ground Lease. Any amounts payable by Lessee pursuant to the terms of this paragraph shall be payable by Lessee at the same time as said items are payable by Lessor.

13. SUBJECT TO RESTRICTIVE COVENANTS. Lessee agrees to be subject to and to comply with all provisions of that certain Declaration of Restrictions, Easements, and Common Area Maintenance dated the 14th day of December, 1981, relating to property covered by the Ground Lease.

14. TAXES. Lessor and Lessee agree to cooperate in having the Premises separately assessed from the other portion of real property subject to the Ground Lease for purposes of real property taxation. Lessee agrees to pay all real property taxes assessed against the Premises at the time said taxes become due and owing.

16. CAPTIONS. The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

SELLER: ST. BENEDICT DEVELOPMENT COMPANY

By Leon Peterson  
Leon Peterson, General Partner

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

By GFI, LTD.

By G. Walter Gasser  
G. Walter Gasser, General Partner

BOOK 1395 PAGE 551

BUYER: ST. BENEDICT'S INVESTMENT COMPANY,  
a Utah limited partnership,  
By its General Partner,  
ST. BENEDICT DEVELOPMENT COMPANY

By *Leon Peterson*  
Leon Peterson, General Partner

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

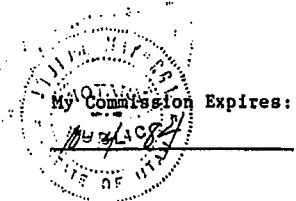
By GFI, LTD.

By *G. Walter Gasser*  
G. Walter Gasser, General Partner

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 23 day of December, 1981, personally appeared before me, the undersigned, a Notary Public in and for said county and state, LEON PETERSON known to me to be the signer that executed the within instrument, and acknowledged to me that he executed the same as a joint venturer in ST. BENEDICT DEVELOPMENT COMPANY, a Utah general partnership and the general partner of St. Benedict's Investment Company, a Utah limited partnership.

*Richard Hays*  
NOTARY PUBLIC  
Residing at: *Salt Lake City, Utah*



BOOK 1395 PAGE 552

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 23 day of December, 1981, personally appeared before me, the undersigned, a Notary Public in and for said county and state, KATIE F. GASSER, Trustee of the G. Walter Gasser Family Trust, known to me to be the signar that executed the within instrument, and acknowledged to me that she executed the same as the Trustee for the said family trust, a joint venturer in ST. BENEDIT DEVELOPMENT COMPANY, a Utah general partnership and the general partner of ST. BENEDICT'S INVESTMENT COMPANY, a Utah limited partnership.

*Judith Meyer*  
Notary Public  
Residing at: *Salt Lake City, Utah*

My Commission Expires  
*12-24-84*

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 23 day of December, 1981, personally appeared before me G. WALTER GASSER, who did say that 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 said limited partnership, a joint venturer in ST. BENEDICT DEVELOPMENT COMPANY, a Utah general partnership and the general partner of ST. BENEDICT'S INVESTMENT COMPANY, a Utah limited partnership.

*Judith Meyer*  
Notary Public  
Residing at: *Salt Lake City, Utah*

My Commission Expires  
*12-24-84*

BOOK 1395 PAGE 553

EXHIBIT "A"

DESCRIPTION OF THE REAL ESTATE

The real estate located in the County of Weber, State of Utah, described as follows:

A part of the SE 1/4 of Sec. 17, T 5 N, R 1 W, SLB&M, U.S. Survey:

Beg at a point N 1282.73 ft and West 579.26 ft from the SE corner Sec. 17, T 5 N, R 1 W, SLB&M and running th S 72°26' W, 430.00 ft; th N 33°01'30" W, 109.01 ft; th N 0°26' E, 23.06 ft; th N 72°26'E, 451.93 ft; th S 17°34' E, 127.00 ft to beg. Containing 56,695 sq. ft or 1.3015 acres

Also the following described area:

Beg at the NE corner of St. Benedicts Professional Building, Phase II, said point being N 1407.66 ft and West 610.74 ft from the SE corner Sec. 17, T 5 N, R 1 W, SLB&M and running th S 17°34' E, 73.33 ft; th S 72°26' W, 7.70 ft; th N 17°34' W, 71.73 ft; th S 72°26' W, 137.63 ft; th N 17°34' W, 1.60 ft; th N 72°26' E, 145.33 ft to beg. Containing 785 sq. feet or 0.0180 acre

TOGETHER WITH and subject to the Declaration of Restrictions, Easements and Common Area Maintenance Agreement, dated December 14, 1981, by and between St. Benedicts Hospital and St. Benedicts Development Company and consented to by New York Life Insurance Company and Unionmutual Stock Life Insurance Co. of America, recorded as of even date herewith.