

E# 938926

ASSIGNMENT OF ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

This ASSIGNMENT is made as of the 14th day of May, 1985, from RICHARDS-WOODBURY MORTGAGE CORP., a Utah corporation, whose address is 1935 East Vine Street, Salt Lake City, Utah 84121 (the "Assignor"), to CANADA LIFE ASSURANCE COMPANY, whose address is 330 University Avenue, Toronto, Ontario, Canada (the "Assignee").

WHEREAS, the obligations and indebtedness of Northern Utah Imaging Center, a Utah Limited Partnership, under the Note are secured pursuant to that certain Assignment of Lessor's Interest in Leases dated May 14, 1985, executed and delivered by Northern Utah Imaging Center, as the Assignor, to this Assignor, as Assignee (the "Assignment of Leases"), which Assignment of Leases transfers and assigns to the Assignor all of the right, title and interest of Northern Utah Imaging Center, as the Lessor, in and to certain Lease Agreements described therein, copies of which are attached hereto as Exhibit "A" and incorporated herein by this reference, which Lease Agreements affect that certain real property located in Weber County, Utah, and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, it is the desire and intent of the parties to effect an assignment of the Assignment of Leases and all rights and interests of the Assignor therein to the Assignee;

NOW THEREFORE, in consideration of the above-stated premises and of the payment of the sum of TEN AND NO/100 UNITED STATES DOLLARS by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns, transfers, conveys and sets over to the Assignee, its successors and assigns forever, subject to the terms and conditions set forth therein, respectively, without recourse or warranty, express or implied, except as otherwise set forth herein and the Assignee, for itself, its successors and assigns hereby accepts the transfer to it of, the Assignment of Leases and the full benefit of all of the powers, and of all the warranties, representations, covenants and provisions therein contained, and all interests and rights of the Assignor in, under or pursuant to the said Assignment of Leases, or any amendment, addendum, supplement or modification thereof or related thereto.

2. Covenants and Warranties. The Assignor represents, warrants, and covenants that (a) to the best of the

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07-053-0043

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Assignor's knowledge, the Assignment of Leases are in full force and effect as of this date; (b) the terms, conditions and provisions of the Assignment of Leases have not been expressly amended, altered, waived or modified except as disclosed in writing to the Assignee; and (c) it has the right and authority to assign the Assignment of Leases and all of its right, title and interest therein, or related thereto and that it has not heretofore assigned, conveyed or transferred to any other entity or person any of the rights or interests, or any part thereof, which are herein assigned to the Assignee.

3. Construction; Interpretation. This Assignment shall be governed by the laws of the State of Utah. The captions and descriptive headings used herein are for convenience only and shall not be deemed to affect the meaning or construction of any provision hereof.

4. Successors and Assigns. All of the terms, conditions, covenants and agreements contained in this Assignment shall be binding upon and inure to the benefit of the Assignor, the Assignee and their respective successors and assigns.

5. Amendment. This Assignment may be amended, modified, supplemented, discharged or the provisions hereof waived, only by a writing signed by the parties hereto, and then only to the extent and in the manner specified and described in such writing.

6. Notice. Any notice required or desired to be given hereunder shall be in writing and may be delivered in person or by registered or certified mail. Any such notice by registered or certified mail shall be deposited in the United States mail, with postage fully prepaid, return receipt requested, addressed to the party so to be served at its address stated below. Service of any such notice shall be deemed effective on receipt if delivered in person or three (3) days after being deposited with the United States Postal Service, addressed as follows:

Assignor: Richards-Woodbury Mortgage Corp.
Attn: August Brand
1935 East Vine Street
Salt Lake City, Utah 84121

Assignee: Canada Life Assurance Company
330 University Avenue
Toronto, Ontario, Canada

IN WITNESS WHEREOF, Richards-Woodbury Mortgage Corp.,

has executed or caused to be executed this ASSIGNMENT on the day, month and year first above written.

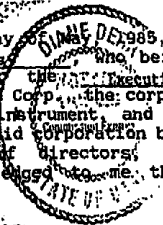
ASSIGNOR:

Richards-Woodbury Mortgage Corp.

BY: Marion D. Woods
Title: Executive Vice President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of SEPT 1985, personally appeared before me Marion D. Woods who being by me duly sworn did say that he is the Executive Vice President of Richards-Woodbury Mortgage Corp. the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Marion D. Woods acknowledges to me that said corporation executed the same.



Frank E. ...
Notary Public
Residing in: SLC, Utah

My Commission Expires:
9-28-86

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EXHIBIT "A"

LEASE
between
WOODBURY CORPORATION,
as Landlord
and
ST. BENEDICT'S MANAGEMENT CO.
as Tenant

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EXHIBIT "A"



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LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of September, 1984, by and between WOODBURY CORPORATION, a Utah corporation, hereinafter referred to as Landlord, and ST. BENEDICT'S MANAGEMENT CO., a Utah corporation, hereinafter referred to as Tenant.

WITNESSETH THAT:

WHEREAS, Landlord has contracted to purchase the parcel located in Ogden City, Weber County, State of Utah which parcel is more particularly described on Exhibit "A" attached hereto and incorporated herein, and

WHEREAS, Landlord and Tenant desire that Landlord construct in accordance with plans to be provided by Tenant a building and related improvements which Tenant desires to occupy and lease from Landlord;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEMISE AND PREMISES. Landlord, for and in consideration of the rents, covenants, conditions and agreements hereinafter mentioned, reserved and contained on the part of the Tenant to be paid, kept and performed, does by these presents grant, demise, lease and let unto Tenant and Tenant hereby leases from Landlord the "Leased Premises" consisting of the building to be constructed in accordance with Section 2 herein and the property described on Exhibit "A".

2. CONSTRUCTION OF PREMISES - LANDLORD WORK.

A. Landlord shall cause to be constructed a building and related site improvements for an "imaging center" operation on the parcel described in Exhibit "A" in accordance with plans and specifications to be provided by Tenant and a site plan both of which shall be approved by both Landlord and Tenant. Said plans and specifications shall be mutually approved by Landlord and Tenant and thereupon shall be deemed incorporated herein by reference as Exhibit "B". Said "site plan" when subsequently mutually approved shall be deemed incorporated herein by reference as Exhibit "C". It is understood and agreed by Tenant that no minor changes in any plans or specifications made necessary during construction of the building or otherwise improving Leased Premises shall affect or change the validity of this lease.

B. In performance of its construction obligation, Landlord shall:

- 1) Review architectural plans submitted by Tenant or Tenant's architect.
- 2) Confer with Tenant to create mutually agreed site plan.
- 3) Process applications for necessary public approvals and permits to construct improvements.
- 4) Prepare and execute construction documents and coordinate bidding process and awarding of contract subject to provisions of Section 2.C.
- 5) Coordinate and supervise work of General Contractor, inspect construction work as required by prudent business practices, coordinate proper testing by engineers during construction process, and process any necessary or requested change orders approved by Tenant.

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- 6) Pay all bills for labor and materials when due.
- 7) Perform final inspection and checklist with contractor and Tenant.
- 8) Do any other necessary work to perform the construction obligation set forth in this Lease.

C. Landlord and Tenant have agreed that to facilitate and expedite the timely construction of the Leased Premises, Landlord shall immediately proceed to contract with Culp Construction hereinafter "Culp" a "guaranteed maximum"-type contract. Landlord shall negotiate for a return of the major portion of savings to Landlord which savings shall be passed through to Tenant by virtue of the rental formula set forth in Section 8 and will, if possible, include penalty provisions to assure as much as possible the completion of the construction by the desired delivery date. The construction contract shall be subject to approval by Tenant prior to commencement of construction. In such case, Landlord will require Culp to bid all major subcontracts not bid at the time that the construction contract is signed, with at least three bidders acceptable to Landlord and Tenant.

D. Within thirty (30) days after substantial completion, Landlord shall submit to Tenant an itemization of costs incurred in construction which costs shall be certified by an officer of Landlord. Said costs shall serve as the basis for determining the base rent as per Section 8. For a period of 12 months after delivery of possession Tenant shall have the right to inspect all Landlord records and books relating to the construction to verify costs at any reasonable time during normal business hours upon three (3) days notice by Tenant to Landlord. Such inspection shall be conducted at Landlord's main office in Salt Lake City, Utah.

3. CONSTRUCTION AND ALTERATION OF LEASED PREMISES - TENANT WORK.

A. To facilitate construction of the building and improvements on the Leased Premises, Tenant shall:

- 1) Provide all necessary architectural plans, working drawings and specifications.
- 2) Timely and reasonably act to approve or disapprove all change orders when submitted by Landlord or its contractor.
- 3) Cooperate and join with Landlord in any requests for public or quasi-public approvals for permits etc., if necessary or requested by Landlord.
- 4) Apply for and obtain final occupancy permit and license.

B. Upon acceptance of delivery of possession, Tenant shall immediately proceed to install or cause to be installed necessary medical equipment, furniture and fixtures required by Tenant for Tenant's operation.

C. After initial construction as provided in Section 2 and 3 above, Tenant shall perform any future construction, remodeling or alteration (hereinafter "Tenant Work") of the Leased Premises desired by Tenant at Tenant's sole cost and expense. Tenant agrees that prior

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to commencing any Tenant Work, Tenant shall provide to Landlord a complete and detailed set of plans and specifications drawn by some qualified persons acceptable to Landlord setting forth and describing said Tenant Work in such detail as Landlord may reasonably require. If Tenant commences work without Landlord's written approval, Landlord may require Tenant to cease work and restore the Leased Premises to the condition existing prior to such unauthorized alterations. Deviation from the final set of plans and specifications once submitted to and approved by Landlord shall not be made by Tenant without Landlord's prior written consent. Landlord shall have the right to approve Tenant's architect and contractor to be used in performing Tenant's Work, and the right to require and approve insurance or bonds to be provided by Tenant or such contractors. In due course after completion of Tenant's Work, Tenant shall certify to Landlord the itemized cost of Tenant improvements and fixtures located upon the premises. Wherever in this Section 3, Landlord's consent or approval is required, such consent or approval shall not be withheld unreasonably.

D. Any additions to, or alterations of the Leased Premises except personal property, moveable furniture, equipment and trade fixtures shall become a part of the realty and belong to Landlord upon the termination of this Lease or any renewal term or other termination or surrender of Leased Premises to Landlord.

4. **DELIVERY OF PREMISES.** Landlord shall use its best efforts to cause Culp Construction to complete construction so that the Leased Premises can be delivered to Tenant with Landlord's work as set out in Section 2 substantially complete on or before March 1, 1984. It is agreed that by entering upon said Leased Premises for the purpose of installing Tenant's equipment, Tenant shall be deemed to have accepted the same, thereby acknowledging that the Leased Premises are in the condition called for hereunder, except for items specifically excepted in writing at that date as "incomplete". Landlord and Tenant understand that due to the seasons and short time scheduled for construction, the parking lot improvements may not be complete at the time the building is ready for delivery to Tenant. In such case, Tenant elect either to postpone acceptance of delivery until such parking lot improvements are substantially complete, or to accept delivery and take possession for purposes of installing equipment and commencing operation. If Tenant accepts possession, Landlord shall nevertheless proceed to complete parking lot improvements. In an expeditious manner consistent with construction recommendations of Tenant's architect.

5. **LEASE YEAR.** Each "Lease Year" will include twelve (12) full calendar months, with Lease Years running consecutively; beginning of the "Preliminary Term" (as provided in Section 6 and will terminate on the last day of the twelfth (12th) full calendar month of the Rental Term of this Lease.

6. **PRELIMINARY TERM.** The period between the date Tenant enters upon the Leased Premises and the commencement of the "rental term" will be designated as the "Preliminary Term" during which no "base rent" shall accrue; however, other covenants and obligations of Tenant shall be in full force and effect. Delivery of the substantially completed Leased Premises to Tenant as provided in Section 4 shall also be considered "entry" by Tenant and commencement of "Preliminary Term".

7. **RENEWAL TERM.** Tenant shall have and hold the Leased Premises for a Rental Term of 360 calendar months, plus any partial calendar month at the beginning of the term. Such Rental Term shall commence on the earlier of: A. Ninety (90) days after Tenant opens for



business on the premises, or B. One Hundred Twenty (120) days after commencement of Preliminary Term as above set forth in Section 6. The parties shall subsequently execute an addendum and offset statement setting forth the commencement and termination dates and rental rates, and also shall execute a short-form lease or memorandum lease at request of either party, for purposes of recording.

8. **EXTENSION RENTAL TERMS.** Provided Tenant be not in default in performance of its obligations under this Lease and provided Tenant has occupied Leased Premises continuously throughout the Lease Term and any prior extension terms, Tenant shall have three (3) consecutive five-year extension options to extend the Rental Term of this Lease. Each such option may be exercised by giving Landlord "notice of exercise" in the manner hereinafter provided at least 120 days prior to the expiration of the then existing Rental Term of this Lease. The terms, covenants, agreements and conditions set forth in this Lease shall be applicable and remain in full force and effect throughout each extended term with the applicable Rental Rate determined in accordance with Section 9 below. Failure to seasonably exercise any extension option will terminate all subsequent extension options.

9. **BASE RENT.** A. During the Rental Term portion of the First Lease Year, the minimum monthly base net rent to be paid by Tenant to said Landlord at Landlord's office designated from time to time shall be the amount necessary to amortize the "total costs of the project" over the term of the lease at the interest rate required on Landlord's mortgage on the property. Landlord will use good faith efforts to get the lowest possible interest rate or a fixed rate mortgage with a balloon payment or rate adjustment not earlier than five (5) years.

B. "Total costs of the project" shall mean all costs incurred by Landlord in developing and constructing the project as follows:

<u>COSTS</u>	<u>AMOUNT</u>	<u>NUMERICAL EXAMPLE:</u>
1. Land Costs	Actual	\$ 36,000
2. Site Improvement Cost	Actual	25,000
3. Architectural Costs	Actual	40,000
4. Building Construction Cost	Actual	950,000
5. Financing Costs	Actual	42,000
6. Interest Paid during Const.	Actual	40,000
7. Insurance Paid during Const.	Actual	3,500
8. Development Fee & Overhead	6% of Items 2,4, & 5	63,420
9. Real Estate Fee	6% of Project Cost	76,590
10. Project Cost	Total of Items 1-9	\$1,276,510
11. Plus: 3 Months Free Rent	Actual	45,385
12. Total Cost to Amortize	Total of Items 10 and 11	\$1,321,895

EXAMPLE: If financing interest rate is 14%, then monthly rent on cost outlined in numerical example would be \$15,662.76.

C. For Lease Years after the First Year, the Base Rent shall be increased effective the first day of each Lease Year throughout the Lease Term and each extension term thereof (i.e., on the first day of the 13th, 25th, 37th, 49th, etc. full calendar rental

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months of said Rental Term including extension terms). Proportionate to any increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, U.S. City Average, Subgroup all items for the adjustment period in relation to the similar index for the Base Period. For purposes of this lease, the Base Period shall be the March preceding each annual Adjustment date. Should such index fail to be published or be substantially modified so as to not fairly reflect the comparable increase in consumer prices, the parties will mutually agree upon an alternate index deemed to most nearly reflect such proportionate increase.

D. Should the rental term commence on a day other than the first day of a calendar month, then the rental for such month shall be pro-rated upon a daily basis based upon a thirty (30) day calendar month.

E. The minimum monthly base rent shall be payable monthly in advance on or before the first day of each calendar month, except that the initial partial calendar month's rent if any shall be paid on the commencement day of the Rental Term.

F. It is understood that rentals payable to Landlord are intended to be "NET RENTS" unabated by any fixed expenses or operating expenses related to operation, maintenance, property taxes or insurance of the "Leased Premises".

10. **ADDITIONAL RENT.** The Tenant shall pay as "Additional Rent" any and all sums of money or charges required to be paid by Tenant under this Lease whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to permit the suspension or delay in payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any interest, late fee or other remedy of the Landlord.

11. **PAYMENTS.** All payments of rent, additional rent and other payments to be made to Landlord shall be made on a timely basis and shall be payable to Landlord or as Landlord may otherwise designate. All such payments shall be mailed or delivered to Landlord's principal office at 353 East 200 South, Salt Lake City, Utah 84111, or to such other place as Landlord may designate from time to time in writing. If mailed, all payments shall be received in Landlord's account by no later than the due date for such payment. If Tenant shall fail to pay any rent or any additional rent or any other amounts or charges when due or within five (5) days thereafter, Tenant shall pay a late fee equal to four (4%) percent of such past due amount, and in addition, Tenant shall pay interest from the due date of such past due amounts to the date of payment, both before and after judgment at a rate equal to the greater of eighteen (18%) percent per annum or two (2%) percent over the "prime rate" charged by Zions First National Bank of Utah at the due date of such payment; provided however, that in any case the maximum amount or rate of interest to be charged shall not exceed the maximum non-usurious rate in accordance with applicable law.

12. **REAL PROPERTY TAXES.**

a. Landlord may advance in the first instance any real property taxes and assessments which may be levied or assessed by any lawful authority against the Leased Premises. In such case, Landlord shall submit a bill to Tenant for the amount of taxes paid by Landlord and Tenant shall make full payment within ten (10) days thereafter.

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D. Landlord may elect to send the tax bill directly to Tenant on or before November 15 of each year and Tenant shall pay the same to the proper governmental authority at least five (5) days prior to the due date. If Tenant fails to pay as set forth herein, or if such tax bill be not sent to Tenant on or before November 15, Landlord may pay the same on behalf of Tenant and thereafter bill Tenant for the amount of taxes paid by Landlord and Tenant shall make full payment within ten (10) days thereafter.

C. Tenant shall be exclusively liable for all other taxes and governmental charges of every kind and nature related to the real property or trade fixtures, furnishings, equipment or inventory suffered or permitted by Tenant to be located from time to time upon the Leased Premises. Such governmental charges would include, but not by way of limitation, any taxes or assessments levied in regard to such personal property, trade fixtures or inventory, any "gross receipts" tax or other tax levied or assessed against rents (but not Landlord's "income tax" liability) and any business license fees related to Tenant's business, assets, or operation on the Leased Premises.

13. USE. Tenant shall initially use and occupy the Leased Premises for the purpose of operating a medical imaging center; however, Tenant may use the Leased Premises for any other medical or office use determined desirable by Tenant provided that:

- A. Tenant shall promptly comply with all present or future laws, ordinances, lawful orders and regulations, and agreements affecting the Leased Premises and the cleanliness, safety, occupancy and use of same.
- B. Tenant shall not make any use of the Leased Premises which will cause cancellation of any insurance policy covering the same nor keep or use on the Leased Premises any article, item, or thing which is prohibited by the standard form of fire insurance policy.
- C. Tenant shall not commit any waste upon the Leased Premises nor conduct any unlawful activities on the Leased Premises.
- D. Notwithstanding anything to the contrary, Landlord and Tenant agree that:
 1. Any user of the Leased Premises must abide by and comply with the current provisions of the booklet entitled "Ethical and Religious Directives Established for Catholic Health Facilities".
 2. For so long as St. Benedict's operates a hospital adjacent to the Leased Premises, the Leased Premises shall be used only for office, medical, or health-related purposes.

14. UTILITY AND GARBAGE CHARGES. Tenant shall install telephones and pay all telephone, utility and garbage removal charges throughout the lease term promptly when due.

15. MAINTENANCE, REPAIR AND REPLACEMENT. Tenant shall at all times maintain both the interior and exterior of said Leased Premises in a good state of repair and a reasonably attractive and complimentary and good and tenantable condition throughout the term of this lease, including but not limited to maintenance of structural systems, roof, walls, plumbing, heating, electrical and air

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conditioning systems and equipment and replacement of broken glass, parking, landscaping, driveways and other outside areas, pylons, and utility systems. Tenant shall maintain and pay all expenses, repairs, maintenance, striping and replacement, whether expenses or capital, necessary to maintain same in good and tenable condition. Should Tenant fail to so repair or maintain any element, Landlord may elect to cure such deficiency, and Tenant upon receiving invoice from Landlord will pay Landlord its costs so incurred as provided in Section 11.

16. FIRE AND CASUALTY INSURANCE. A. Landlord will secure and initially pay for, and at all times during the term hereof maintain insurance providing coverage upon the building improvements in an amount equal to the full insurable replacement cost value thereof (as determined by Landlord) and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief, and providing for loss of rental income. Equipment not provided by Landlord regardless of method of installation, murals, works of art and special decorative treatments installed by Tenant shall be considered Tenant's personal property and are not insurable under this Section 16.A. All insurance required hereunder shall be written by reputable, responsible companies licensed in the State of Utah. Tenant shall pay to Landlord as "Additional Rent", the cost of the insurance premiums paid herein by Landlord. Tenant shall make such payment to Landlord within ten (10) days after receipt from Landlord of an invoice together with evidence that the subject premiums therefore have been paid. Landlord shall furnish Tenant with memorandum copies or certificates of insurance policies in force pursuant to this Section, together with evidence that the premiums therefor have been paid.

B. Notwithstanding the above, prior to initially securing such insurance and forty-five (45) days prior to the expiration of any such insurance, Landlord shall inform Tenant of the premium and coverage limits to be provided and Tenant shall have the opportunity for ten (10) days to find cheaper comparable insurance with a qualified company, and upon notification thereof Landlord agrees to secure such cheaper comparable insurance as discovered by Tenant.

C. Tenant agrees to maintain at its own expense adequate fire and casualty insurance coverage in respect to Tenant's personal property, equipment, furniture, fixtures or inventory and Landlord shall have no obligation in respect to such insurance or losses. All property kept or stored on the Leased Premises by Tenant or with Tenant's permission shall be so done at Tenant's sole risk and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to same from any cause whatsoever. Murals, works of art and special decorative shall be deemed Tenant's personal property.

D. Tenant will not permit said Leased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof or increase the insurance risk or increase the insurance premiums in effect just prior to the commencement of this lease with Landlord's prior written consent. If Tenant installs any electrical or other equipment which overloads the lines in the Leased Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of Landlord's insurance.

E. Tenant shall be responsible for all glass breakage from any cause whatsoever and agrees to immediately replace all glass broken or damaged during the term hereof with glass of the same quality as that broken or damaged. Landlord may replace, at Tenant's expense, any broken or damaged glass if not replaced by Tenant within five (5) days after such damage.

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17. WAIVER OF SUBROGATION. Each party hereto does hereby release, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

18. LIABILITY INSURANCE AND INDEMNITY. Tenant shall, during all terms hereof, keep in full force and effect a policy of broad-form comprehensive bodily injury liability and property damage liability insurance with respect to the Leased Premises, in which the limits for such liability shall be not less than Two Million Dollars (\$2,000,000.00) per accident, and in which the limits for property damage liability shall be not less than One Hundred Thousand Dollars (\$100,000.00). Tenant shall also maintain business and professional liability insurance in the amounts not less than Five Million Dollars (\$5,000,000.00) per occurrence. Each policy including those set forth in Section 16 shall name Landlord, any persons, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be with an insurance company approved by Landlord and a copy of the paid-up policies evidencing such insurance or certificates of insurer certifying to the issuance of such policies shall be delivered to Landlord. If Tenant fails to provide such insurance, Landlord may do so and charge same to Tenant.

Notwithstanding anything in this Section and other provisions of this Lease, Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or from the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, sublessees, concessionaires or business invitees, unless caused by the negligence of Landlord and to the extent not covered by its fire, casualty and liability insurance. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by either in defending itself or enforcing the covenants and agreements of this Lease.

19. SIGNS. Tenant may erect or install signs on the Leased Premises to the extent and in the manner permitted by applicable public regulations, if any, and in case of such installation of signs, Tenant shall remove such signs at the termination of the tenancy and repair any damage or injury to the premises caused by such removal. If Tenant fails to remove signs as provided herein, then Landlord may remove same and repair any damage caused by such removal at Tenant's expense.

20. SURRENDER AND RIGHTS UPON TERMINATION.

A. This Lease and the tenancy hereby created shall cease and determine at the end of the "Rental Term" hereof, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Leased Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting summary



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recovery or possession of premises from a Tenant holding over to the same extent as if statutory notice had been given.

B. Upon termination of this lease at any time and for any reason whatsoever, Tenant shall surrender and deliver up the Leased Premises to Landlord in the same condition as when the Leased Premises were delivered to Tenant or as altered as provided in Section 1, ordinary wear and tear excepted. If not so delivered, Tenant shall pay costs incurred by Landlord in cleaning and restoring the Leased Premises to such condition. Upon request of Landlord, Tenant shall promptly remove all of Tenant's personal property and equipment from the Leased Premises and repair any damage caused by such removal. Obligations under this lease relating to events occurring or circumstances existing prior to the date of termination shall survive the expiration or other termination of the term of this Lease. Liabilities accruing after date of termination are defined in Sections 28, 32 and 33.

21. **KEYS AND LOCKS.** Tenant may change locks or install other locks on doors, but if Tenant does so, tenant must provide Landlord with duplicate keys within twenty four hours after said change or installation. Tenant upon termination of this lease shall deliver to Landlord all the keys to the Leased Premises including any interior rooms, offices, restrooms, or other facilities which shall have been furnished to the Tenant or are in the possession of the Tenant.

22. ASSIGNMENT AND SUBLETTING.

A. Tenant understands that Landlord intends to assign this Lease to a related entity and hereby consents to such assignment so long as Woodbury retains management control of said entity. Woodbury shall use good faith efforts to involve certain medical personnel designated by Tenant as general partners or limited partners with a combined ownership interest aggregating less than 50%. The terms and conditions relating to such involvement shall be determined by Woodbury. Upon completion of building construction and assignment of Landlord's ownership interest to a successor entity which assumes Landlord's obligations under this lease, Woodbury Corporation shall be deemed released from any further liability hereunder.

B. Tenant agrees not to assign nor sublet this Lease in whole or in part nor mortgage nor encumber the Lease or any part of the Leased Premises without the written consent of Landlord which consent shall not be withheld unreasonably. Notwithstanding the above Tenant may:

- 1) Assign this Lease to a parent entity, a subsidiary entity, or a successor entity acquiring substantially all of Tenant's assets and intending to operate Tenant's assets and intending to operate Tenant's business; and
- 2) Sublet portions of the Leased Premises for medical operations or purposes related to Tenant's operation.

C. No assignment or subletting shall relieve Tenant or Guarantors from continuing liability under this Lease. The documentation of any Assignment shall be prepared or approved by Landlord or its attorneys and all costs and reasonable attorneys fees relating thereto shall be paid by Tenant to Landlord upon demand as Additional Rent.

23. **OFF-SITE STATEMENT.** Tenant agrees within ten (10) days after request therefor by Landlord to execute in recordable form and deliver

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to Landlord a statement in writing, certifying: A. that this Lease is in full force and effect; B. the date of commencement of the term of this Lease; C. that rent is paid currently without any off-set or defense thereto; D. the amount of rent, if any paid in advance; and E. that there are no uncured defaults by Landlord or stating those claimed by Tenant.

24. **LANDLORD DEFAULT OR MORTGAGE NOTE.** Should Landlord at any time fail to pay any installment on its Mortgage Note or Trust Deed Note secured by the Leased Premises, Tenant may elect to pay such installment and offset such payment against the earliest payment or payments due from Tenant to Landlord. In such case, Tenant shall immediately notify Landlord in writing that such Mortgage or Trust Deed Note payment has been advanced by Tenant.

25. **ATTORNEYMENT.** Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

26. **SUBORDINATION.** Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages of deeds of trust that may hereafter be placed upon said Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgages or trustees named in said mortgages or deeds of trust shall agree to recognize the Lease of Tenant in the event of foreclosure, if Tenant is not in default.

27. **MORTGAGEE SUBORDINATION.** Tenant hereby agrees that this Lease shall, if at any time requested by Landlord or any lender in respect to Landlord's financing of the building or project in which the Leased Premises are located or any portion thereof, be made superior to any mortgage or deed of trust that may have preceded such Lease.

28. **REMEDIES.** In the event either party breaches or fails to perform any of its obligations hereunder and fails to timely cure any such default with respect to which a right to cure exists, and so long as such default continues, the other party shall have the right, at its option, to exercise any of the following applicable rights and remedies:

A. The party not in default may itself pay or perform or cause to be paid or performed the obligation with respect to which the other is in default. The cost of such payment or performance, including reasonable attorneys' fees and all expenses incurred, plus interest on all of said amounts at the rates set forth in Section 7 of this Lease from the date of expenditure, shall be immediately paid by the party in default.

B. In the event the party in default is Tenant, Landlord may terminate this Lease, and enter the Leased Premises under due process of law. In the event Landlord terminates this Lease pursuant to this Section B, it shall also have the right to recover from Tenant: (1) The present worth of an amount equal to the difference between (a) all rent which would have been received hereunder from the date of termination to the expiration of this Lease, and (b) the amount of rental loss which Tenant establishes could have reasonably been avoided; and (2) All other amounts necessary to compensate Landlord for all damages caused by Tenant's default or which would be likely to result from such default.



The remedies specified in this Section 28 are cumulative and are not intended to exclude any other remedy or means of redress to which either party may be entitled in the event of any default or threatened default by the other with respect to any of its obligations under this Lease. The use by one of the parties hereto of one of the remedies specified above or available under applicable law shall not preclude such party from thereafter utilizing another of said remedies.

29. **WASTE OR NUISANCE.** Tenant shall not commit or suffer to be committed any waste upon the Leased Premises, or any acts which may be considered a nuisance to adjoining property owners. No remodeling shall be done by Tenant without prior written approval of Landlord, which approval shall not be withheld unreasonably.

30. **DESTRUCTION.**

A. If the Leased Premises are partially or totally destroyed by fire or other casualty insurable under standard fire insurance policies with extended coverage endorsement so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as practical under the circumstances at the expense of the Landlord, unless Landlord elects not to repair or rebuild as provided in Subsection B. of this Section 30, and during the period required for restoration, a just and proportionate part of Base Rent, Additional Rent and other charges payable by Tenant hereunder shall be abated until the Leased Premises are repaired or rebuilt.

B. If the Leased Premises are damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or if 50% or more of the leased Premises or of the building is destroyed by fire or other insured casualty, or if, during the last 36 months of Lease term or any extension term, 25% or more of the Leased Premises or of the building is destroyed by fire or other casualty, Landlord may, at its option, terminate this Lease Agreement by notice in writing to the Tenant within sixty (60) days after the date of such occurrence. Unless Landlord gives such notice, this Lease Agreement will remain in full force and effect and Landlord shall repair such damage at its expense as expeditiously as possible under the circumstances.

C. If Landlord should elect or be obligated pursuant to this Section 30 to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to such items and expenditure of amounts not exceeding Landlord's insurance recovery as described in Section 16.A. of this Lease.

D. In no event shall Landlord be liable for any loss or damage sustained by Tenant by reason or casualties mentioned hereinabove or any other accidental casualty.

31. **CONDEMNATION.** As used in this Section the term "Condemnation Proceeding" means any action or proceeding in which any interest in the Leased Premises or Project is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof. If the whole of the Leased Premises is taken through Condemnation Proceedings, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. If in excess of twenty-five (25%) percent of the Building located upon Leased Premises is taken, either party hereto shall have the option to terminate this Lease by giving the other written notice of such election at any time within thirty (30) days after the date of

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taking. If less than twenty-five (25) percent of such Building is taken and Landlord determines, in Landlord's sole discretion, that a reasonable amount of reconstruction thereof will not result in the Leased Premises or the Building being a practical improvement and reasonably suitable for use for the purpose for which it is designed, then Landlord may elect to terminate this lease by giving thirty (30) days written notice as provided hereinabove. In all other cases, or if neither party exercises its option to terminate, this Lease shall remain in effect and the rent payable hereunder from and after the date of taking shall be proportionately reduced in proportion to the ratio of: A. the area contained in the Building located upon Leased Premises which is capable of occupancy after the taking; to B. the total area contained in the Building located upon Leased Premises which was capable of occupancy prior to the taking. In the event of any termination or rental reduction provided for in under this Section, there shall be a proration of the rent payable under this Lease and Landlord shall refund any excess theretofore paid by Tenant. Whether or not this Lease is terminated as a consequence of Condemnation Proceedings, all damages or compensation awarded for a partial or total taking, including any sums compensating Tenant for diminution in the value of or deprivation of its leasehold estate, shall be the sole and exclusive property of Landlord, except that Tenant will be entitled to any awards intended to compensate Tenant for expenses of locating and moving Tenant's operations to a new space.

32. **DEFAULT - RIGHT TO RE-ENTER.** In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after written notice that the same is past due shall have been mailed to Tenant, or any failure by Tenant to perform any other of the terms, conditions or covenants required of Tenant by this lease within thirty (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall abandon said premises, or permit this lease to be taken under any writ of execution, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Any notice that Landlord may desire or is required to give Tenant with reference to the foregoing provision may, in lieu of mailing, at the option of Landlord, be conspicuously posted for twenty (20) consecutive days at the main entrance to or in front of the Building on Leased Premises, and such notice shall constitute a good, sufficient, and lawful notice for the purpose of declaring a forfeiture of this Lease and for terminating all of the rights of the Tenant hereunder.

33. **DEFAULT - RIGHT TO RELET.** Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and may relet said Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; second, to the payment of rent or other

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unpaid obligations due hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such default, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including 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 Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable.

34. **LEGAL EXPENSES.** In case of default by either party in the performance of the covenants and obligations under this Lease, the defaulting party shall pay all costs incurred in enforcing this Lease, or any right arising out of such default or failure to perform, whether by suit or otherwise, including a reasonable attorney's fee.

35. **ACT OF INSOLVENCY, GUARDIANSHIP, ETC.** The following shall constitute a default of this Lease by the Tenant for which Landlord, at Landlord's option, may immediately terminate this Lease.

- A. The appointment of a receiver to take possession of all or substantially all of the assets of the Tenant.
- B. A general assignment by the Tenant of his assets for the benefit of creditors.
- C. Any action taken or suffered by or against the Tenant under any federal or state insolvency or bankruptcy act.
- D. The appointment of a guardian, conservator, trustee, or other similar officer to take charge of all or any substantial part of the Tenant's property.

Neither this Lease, nor any interest therein nor any estate thereby created shall pass to any trustee, guardian, receiver or assignee for the benefit of creditors or otherwise by operation of law.

36. **LANDLORD ACCESS.** Landlord or Landlord's agent shall have the right to enter the Leased Premises at all reasonable times to examine the same, or to show them to prospective purchasers or tenants of the building, or to make all repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise.

37. **LANDLORD'S LIEN.** Tenant hereby grants to Landlord a lien upon the improvements, trade fixtures and furnishings of Tenant to secure full and faithful performance of all of the terms of this lease. Notwithstanding, Landlord agrees to subordinate its lien to



the interest of any equipment lessor or financing entity for equipment to be used on the Leased Premises provided that said lessor or financing entity agrees to replace any damage to the Leased Premises caused by removal of such equipment in case of repossession.

38. **HOLDING OVER.** Any holding over after the expiration of any term hereof shall be construed to be a tenancy at sufferance and all provisions of this Lease Agreement shall be and remain in effect except that the monthly rental shall be double the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions.

39. **SUCCESSORS.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and subtenants of the said parties; and if there shall be more than one subtenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any subtenant of Tenant unless the sublease to such subtenant has been approved by Landlord in writing.

40. **QUIET ENJOYMENT.** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease and actions resulting from future eminent domain proceedings and casualty losses.

41. **FORCE MAJEURE.** Any failure to perform or delay in performance by either party of any obligation under this Lease, other than Tenant's obligation to pay rent, shall be excused if such failure or delay is caused by any weather, unavailability of essential building materials, strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

42. **WAIVER.** No failure on the part of Landlord to enforce any covenant or provision of this Lease shall discharge or invalidate such covenant or provisions or affect the right of the Landlord to enforce the same in the event of any subsequent Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition and the consent to or approval of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

43. **NOTICES.** Except as provided in Section 33, any notice required or permitted hereunder to be given or transmitted between the parties shall be either personally delivered, or mailed, postage prepaid by registered mail, return receipt requested, addressed as follows:

To Tenant: ST. BENEDICT'S MANAGEMENT CO.
1450 Laurel
Ogden, Utah 84403

To Landlord: c/o Woodbury Corporation
353 East 200 South
Salt Lake City, Utah 84111

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Either party may, by written notice to the other given as prescribed above in this Section 41, change the above address for any future notices which are to be mailed under this lease.

44. **LOSS AND DAMAGE.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying all or any part of the premises adjacent to or connected with the Leased Premises or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Leased Premises from any cause whatsoever.

45. **ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than the amount owing hereunder shall be deemed to be other than on account of the earliest stipulated amount receivable from Tenant, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or receivable or pursue any other remedy available under this lease or the law of the state where the Leased Premises are located.

46. **FIRST RIGHT TO PURCHASE:** A. If at any time Landlord proposes to sell, assign, or otherwise dispose of all or any part of Landlord's interest (except for the initial assignment to Landlord-related ownership entity) in the Property pursuant to a bona fide offer, Landlord shall first make a written offer to sell such property interest to Tenant on the same terms and conditions on which Landlord proposes to transfer the property interest. Such offer shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price to the proposed transferee and shall be accompanied by a copy of the offer from the third party.

B. Tenant shall have the right to elect to purchase by giving written notice to Landlord of such election to purchase within fifteen (15) days after receipt of such offer; all of the property interest offered. The purchase shall be closed and payment made on the same terms and conditions as applicable to the offer received by the Landlord from the third party; except that the closing date on such purchase shall be no later than sixty (60) days after delivery to Tenant of such third party offer.

C. If Tenant does not elect to purchase the property interest offered, Landlord may transfer the offered interest to Landlord's proposed transferee third party named in the prior bona fide offer. However if that transfer is not made in accordance with its prescribed terms and within 120 days after Tenant's right to purchase has terminated, the provisions of this Section 46 shall apply anew.

47. **ANTI-DISCRIMINATION.** Tenant herein covenants by and for itself, its heirs, executors, administrators and assigns and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, sex, marital status, color, creed, national origin or ancestry, in the leasing, subleasing, assigning, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall the Tenant itself, or any person claiming under or through



it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, or subtenants in the Leased Premises.

48. **MISCELLANEOUS PROVISIONS.** This instrument shall not be recorded without the prior written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" lease for recording purposes which memorandum shall describe the parties, the Leased Premises, the lease term, and any special provisions and shall incorporate this lease by reference. The captions which precede the sections of this lease are for convenience only and shall in no way affect the manner in which any provisions hereof is construed. In the event there is more than one tenant hereunder, the liability of each shall be joint and several. This instrument shall be governed by and construed in accordance with the laws of the State of Utah. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

49. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease and every term, covenant, option and condition herein contained.

50. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

51. **PARKING AND MAGNETIC INTERFERENCE.** It is recognized that Tenant intends to install equipment which may be subject to inefficiencies due to magnetic interference. Tenant shall be solely responsible for resolving relationships with adjacent tenants and related common area facilities so as to facilitate Tenant's efficient operation.

52. **ENTIRE AGREEMENT.** This Lease constitutes the entire Agreement and understanding between the parties hereto and supercedes all prior discussions, understandings and agreements. This Lease may not be altered or amended except by a subsequent written amendment executed by all parties.

53. **REPRESENTATION REGARDING AUTHORITY.** The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacities as indicated.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

LANDLORD: WOODBURY CORPORATION, a Utah corporation

By: *Orin H. Woodbury*
Orin H. Woodbury, Vice Chairman
Treasurer

By: *Wallace R. Woodbury*
Wallace R. Woodbury, Chairman



ST. BENEDICT'S MANAGEMENT CO., a
taxable not-for-profit Utah
corporation

By: [Signature]
John Law Koford, President

ACKNOWLEDGMENT

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

On this 23RD day of OCTOBER, 1984, personally appeared before me WALLACE R. WOODBURY and GRIN R. WOODBURY known to me to be the Chairman of the Board and the Vice Chairman-Treasurer of WOODBURY CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or resolution of the board of directors.

[Signature]
Notary Public residing at
Salt Lake County, UT

My Commission Expires:
7/1/87

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

On this 27th day of September, 1984, before me personally appeared Jone Law Koford and [Signature], known to me to be the President and [Signature], respectively of ST. BENEDICT'S MANAGEMENT COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

307 West 1975 N. Plain City, Ut.
Notary Public residing at
[Signature]

My Commission Expires:
12-14-87

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COVENANTS

TO INDUCE WOODBURY CORPORATION, a Utah corporation, and its successors and assigns to enter into that certain Lease Agreement dated the 29th day of September, 1984, by and between WOODBURY CORPORATION, a Utah corporation, and ST. BENEDICT'S MANAGEMENT CO., a Utah corporation, ST. BENEDICT'S HEALTH SYSTEM, ST. BENEDICT'S HOSPITAL, ST. BENEDICT'S HEALTH CARE FINANCIAL SERVICES, and ST. BENEDICT'S FINANCING, INC., hereby guarantee to WOODBURY CORPORATION, the Landlord, and its successors and assigns the due and punctual payment of all rent thereunder, and the performance of all covenants, conditions and agreements to be paid or performed by Tenant in or under the foregoing Lease.

The undersigned jointly and severally, expressly waive any demand for performance upon Tenant and any notice to the undersigned of non-payment or non-performance by Tenant and hereby waive all suretyship defenses. The undersigned further consents to any indulgences granted or allowed to Tenant including but not limited to granting of extensions of time for payment or taking of any notes or other obligations or any security for payment of sums due or to become due, without notice to undersigned and without thereby in any manner releasing or affecting the liability of the undersigned.

DATED October 22, 1984.

ST. BENEDICT'S HEALTH SYSTEM, a Utah not-for-profit corporation
By: [Signature]
Robert K. Eisleben, President

ST. BENEDICT'S HOSPITAL, a Utah not-for-profit corporation
By: [Signature]
P. Denny Oryb, President

ST. BENEDICT'S HEALTHCARE FINANCIAL SERVICES, a Utah not-for-profit corporation
[Signature]
George E. Goodell

ST. BENEDICT'S FINANCING, INC., a Utah not-for-profit corporation
By: [Signature]
John W. Dornaus, President

STATE OF UTAH)
COUNTY OF WENNER)

On the 22 day of October, 1984, personally appeared before me Robert K. Eisleben respectively who being by me duly sworn, did say that he is President of ST. BENEDICT'S HEALTH SYSTEM, and that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said signer acknowledged to me that said corporation executed the same.

[Signature]
Notary Public residing at
[Address]
[Circular Notary Seal]

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CORPORATE ACKNOWLEDGEMENTS

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 2nd day of September, 1984, before me personally appeared Robert T. Johnson, known to me to be the President of ST. BENEDICT'S HEALTHCARE, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

John W. Doramus
Notary Public residing at
St. Benedict's Hospital

My Commission Expires:
Feb 16, 1985

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 2nd day of September, 1984, before me personally appeared John W. Doramus, known to me to be the President of ST. BENEDICT'S HEALTHCARE FINANCIAL SERVICES, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Notary Public residing at

My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On this 2nd day of September, 1984, before me personally appeared John W. Doramus, known to me to be the President of ST. BENEDICT'S FINANCING, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Notary Public residing at

My Commission Expires:



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EXHIBIT "A"

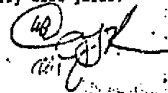
A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

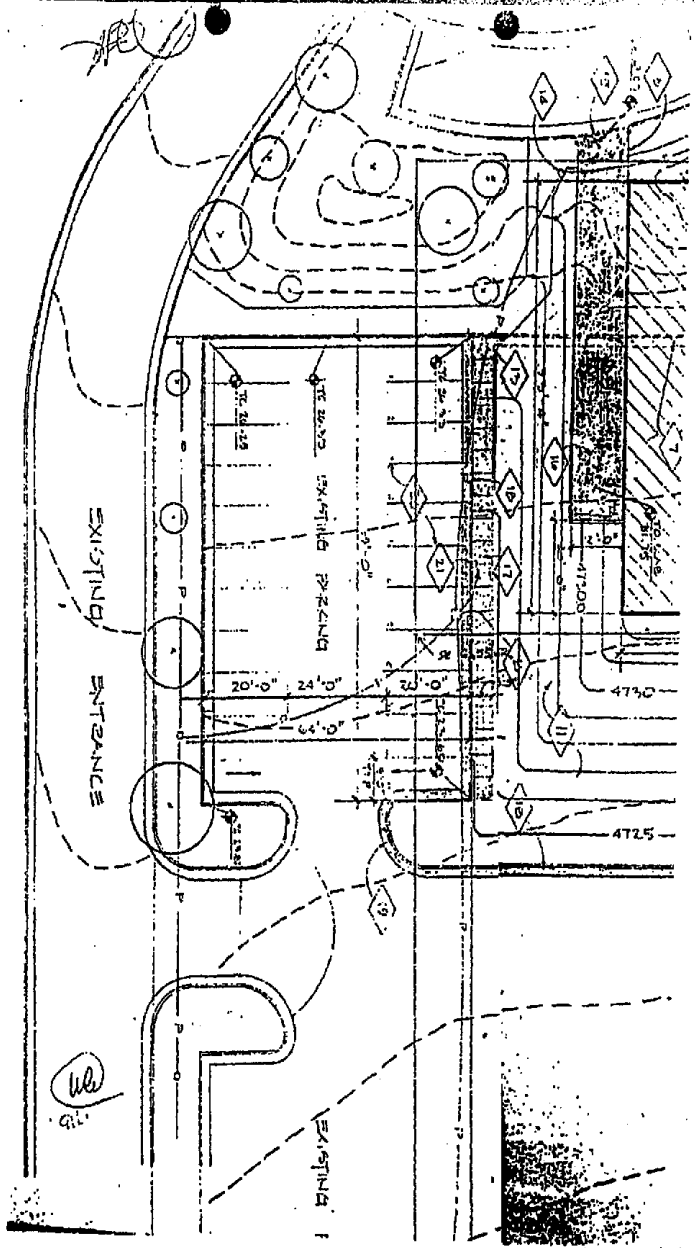
Beginning at the Northeast corner of existing main hospital building of St. Benedict's Hospital which is 1,224.14 feet North 0° 26'00" East along the East line of said Section 17 and 449.94 feet North 89°34' West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 14.14 feet; thence North 72° 24'35" East 144.54 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (Long Chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17° 34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of existing Radiation Therapy Building; thence South 17°35'25" West 110.75 feet more or less to the point of beginning.

Contains Approximately 0.739 Acres

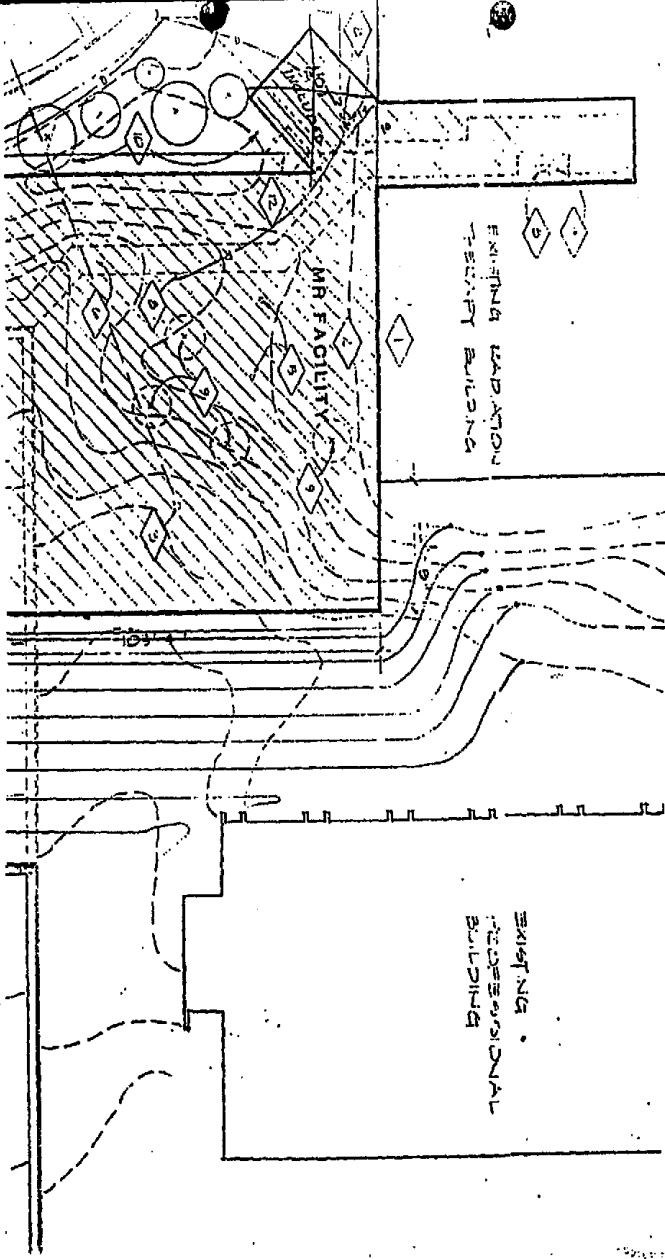
SUBJECT TO AND TOGETHER WITH reciprocal easements and rights of way over parking, landscaping and other common areas (and necessary utility cross easements) of Landlord and St. Benedict's Hospital and its affiliates and/or assignees, which areas shall be controlled by subsequent mutually approved rules and regulations.

Above description is subject to correction by final survey, it being intended that the new building to be built by Landlord will substantially have 4 foot wide Southerly and Northerly side yards.





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CROSS EASEMENT AGREEMENT

THIS AGREEMENT made this 22nd day of October, 1984, between ST. BENEDICT'S HOSPITAL, a Utah not-for-profit corporation, hereinafter called "Hospital" and WOODBURY CORPORATION, a Utah corporation hereinafter called "WOODBURY".

RECITALS

WHEREAS, Hospital is the owner of Parcel I as shown on the plan attached hereto as Exhibit "A" hereof, and which is more particularly described as Parcel I on Exhibit "B" hereof; and

WHEREAS, WOODBURY has contracted to purchase Parcel II in 1985 and expects to become the owner of Parcel II as shown on the plan attached hereto as Exhibit "A" hereof and which is more particularly described as Parcel II on Exhibit "C"; and

WHEREAS, Hospital and WOODBURY desire to enter into a cross-easement agreement for cooperative use of parking, ingress and egress, vehicle and pedestrian circulation, and utility easements.

NOW THEREFORE, in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Hospital and Woodbury do hereby agree as follows:

1. BUILDING/Common AREAS: DEFINITION.

- a. "Building Areas" as used herein shall mean that portion of Parcels I and II devoted from time to time to building improvements as shown on Exhibit "A" or as later constructed pursuant to paragraph 5.c.
- b. "Common Areas" shall be all of Parcels I and II except said Building Areas.
- c. "Entire Premises" shall mean all of Parcels I and II.

2. TERM

The term of this Agreement shall commence on the date of execution hereof, and shall continue for a term of sixty-five (65) years from the commencement date.

3. EASEMENT

a. Grant

The parties hereby grant to each and every person, partnership, corporation or other entity now or hereinafter owning or having an interest in all or any portion of Parcels I and II, a

Handwritten initials and signature

mutual reciprocal and non-exclusive easement, license, right and privilege, for the installation, maintenance and connection to all underground utilities (including all utility lines, wires, pipes, conduits, sewers, and drainage lines) and the rights and privileges of passage and use both pedestrian and vehicular, including but not limited to, the parking of vehicles and for ingress and egress to and from the roadways adjoining the Entire Premises, in, to, upon, through and over the Common Areas from time to time located on the Entire Premises.

b. Parking Limitations

Such rights of parking referred to in this Paragraph 3 are limited such that each party shall be responsible to require that its principal employees and those of its respective tenants, subtenants, and licensees shall park in areas mutually designated from time to time by WOODBURY and HOSPITAL as employee parking areas except that unless mutually agreed to the contrary, each party shall have the right to permit employee parking on its respective parcel. Furthermore, each party agrees to take reasonable measures to prevent persons who are not customers, employees, licensees, business invitees or owners of the facilities or business conducted on Parcels I and II from parking on the Common Areas.

c. Utility Lines

The parties agree that any future connections to the existing "underground utility lines" as used herein to include, by way of reference but not limitation, all wires, pipes, conduits, sewer drainage lines, etc., located on the respective Parcels shall be subject to advance written approval of the owner of the respective parcel where such future connections are to occur. No party shall have the right to withhold any written approval required by this Paragraph 3 when reasonable arrangements are made to perform any work required in a manner and at times calculated to cause minimal disruption with the business of the owner tenants of owner upon the parcel where the work is to be accomplished. Parties hereby agree that any costs or expenses incurred in constructing, repairing or maintaining the "underground utility lines" located on and servicing its Parcel shall be paid by the owner of the Parcel. The costs of repairing or maintaining "underground utility lines" located on one owner's parcel but servicing solely another owner's parcel shall be paid by the owner of the parcel receiving such service.

d. Easement Restrictions

The easements, rights and privileges granted hereby shall be for the benefit of and be restricted solely to the owners from time to time of all or any portion of Parcels I and II, but such owner or owners may grant the benefit of such easement, right and privileges to any tenants now or hereafter occupying any building or portions thereof located on the Entire Premises for a period of such tenancy, and to the customers, employees and business invitees of said tenants, but the same is not intended, and shall not be construed as

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Creating any right in and for the benefit of the general public. Notwithstanding anything contained in Paragraph 3 to the contrary, the easements, rights and privileges hereinabove granted shall not extend to or exist over portions of the Entire Premises hereinafter improved with buildings or other structures as shown on the site plan attached hereto as Exhibit "A". The easements, rights and privileges hereinabove granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the businesses at any time existing on the Entire Premises.

5. MODIFICATION OF EXISTING COMMON AREAS

a. Parcel II Construction

Woodbury shall be responsible for costs incurred in modifying common areas on Parcels I and II to accommodate the construction of the building to house St. Benedict's Management Company's Imaging facility.

b. Future Common Area Modification

The parties acknowledge that in the future either party may desire to modify the common area of its respective parcel to accommodate new buildings or more efficient common area usage. If such proposed modification alters the existing parking, access, ingress/egress and/or utility lines commonly used by Owners, tenants, licensees or customers of any Parcel within the Entire Premises, then the modification can not be without prior written approval by the Owner so affected, which approval may not be withheld unreasonably.

The cost (including any necessary changes to the common areas on the other party's parcel necessary to efficiently adjust or accommodate the change) of common area modification shall be borne by the party requiring such modifications. Such modifications shall be made in a way calculated to reasonably minimize interference with the businesses being conducted on the Entire Premises.

All sidewalks shall be of concrete construction, and all service drives, parking aisles, driveway, curbs and parking areas shall be graded, leveled and paved with concrete or asphalt, and marked for the orderly distribution of automobiles.

c. Future Building Construction

Either party may construct future buildings on its respective parcel provided that that party retains enough parking or provides additional parking so that the parking on the Entire Premises is adequate to meet requirements of any governmental laws, codes or zoning ordinances; however, any buildings constructed on the Parcel I or that portion of Parcel II designated as Parcel A on Exhibit "A" shall be subject to prior mutual architectural approval by WOODBURY and Hospital which approvals shall not be withheld unreasonably. Any building constructed on Parcel I or II adjacent to existing buildings,

JHC
W. J. H.

shall be constructed, maintained, and used in a manner which will not increase the then existing insurance rate on existing buildings. Any additional construction shall be conducted in a manner calculated to minimize interference with the businesses being conducted on the Entire Premises.

6. MAINTENANCE AND TAXES

From and after the date WOODBURY becomes Owner, the owners of the respective parcels of property comprising the Entire Premises shall maintain or cause to be maintained their respective Common Areas in good condition and repair. Each owner shall be responsible at its own expense for all costs and expenses of the maintenance of the Common Areas located in its respective parcels which shall include, but not be limited to, landscaping maintenance, garbage removal, sweeping and cleaning, snow removal, repairs and replacements, including resurfacing and restriping, and maintenance of lights and light standards. The owners shall cause the common areas to be thoroughly cleaned regularly and snow to be properly removed on every occasion where it impedes the use of said facilities. In the event any or all of the owners and/or tenants elect to maintain the Common Areas located on their respective parcels in conjunction with each other, then in such event, all such costs and expenses shall be prorated among such owners and/or tenants in the same proportion as the gross building floor area of their respective improvements erected from time to time on entire premises, unless mutually agreed to the contrary by all parties. Should any party sell all or part of its premises this covenant and the proration agreement shall run with the land and be binding upon successors and assigns of the parties hereto.

The owners (or tenants who are obligated to do so pursuant to their leases of the respective parcels of property comprising the Entire Premises) shall timely pay or cause to be paid all real estate taxes and assessments, utility charges, water rents and charges levied on their respective parcels.

7. OBSTRUCTIONS

No fences, barriers or other obstructions shall be erected or maintained between Parcels I and II or on the common areas thereof except as to facilitate smooth and safe traffic flow between the parcels or as may be temporary and incidental to construction of buildings, improvements or common area modifications permitted under this Agreement, or as may be required pursuant to paragraph 11 of this Agreement.

8. INSURANCE AND INDEMNIFICATION

a. Insurance

Each owner shall during the entire term hereof keep in effect a policy of public liability and property damage insurance with respect to each parcel or portion thereof owned for a combined bodily

W. J. [Signature]

injury and property damage liability limit of \$1,000,000 for each occurrence or such higher amount as the parties may from time to time agree. The policy shall name other owners and lienholders of Parcels I and II as "additional insureds". The insurance shall be with a reputable insurance company qualified to do business in the state of Utah. A copy of the paid-up policy or a certificate thereof evidencing such insurance shall be delivered by each party to the other.

b. Indemnification

Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property and occurring on its own parcel.

9. MODIFICATION OF AGREEMENT

This Agreement may be modified or cancelled only by written consent of all record owners of Parcel I and Parcel II. It is agreed that at least as long as either Hospital or Woodbury is the initial user and/or operator of one or both the parcels, whether as owner, lessor, or lessee, that the authority for modifying this Agreement shall rest with them alone as to the parcels they own, use or operate.

Any purchaser, lender, lessee, assignee, grantee, sublessee or other party having any interest in the portion of Parcel I and/or II in which Hospital or Woodbury continue to retain an interest shall be deemed to have appointed Hospital or Woodbury respectively as their attorneys-in-fact for their respective parcels for the purpose of negotiating and entering into any modifications of this Agreement, except for extending the duration hereof.

10. CONDEMNATION

In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee, as the case may be with respect to the portion condemned, and no claim thereon shall be made by other owners of any other portion of the Entire Premises. Nevertheless, all other owners of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered to their respective improvements resulting from the severance of the appurtenant Common Area or utility easements and facilities so taken; provided, however, that the owner in fee of the portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned by such owner as near as practicable to the condition of the same immediately prior to such condemnation and without contribution from any other owners of the Entire Premises. No party shall have any right to any award made by the condemning authority for the value of any rights or others benefits relating to other parcels, whichever is taken by the condemnation.

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J.F.C.
W.D.
P.W.

11. NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner. Notwithstanding any other provisions herein to the contrary, the owners of the parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties hereto.

12. COVENANTS RUN WITH LAND

The easements hereby granted, the restrictions hereby imposed, and the agreements and covenants herein contained shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of and be binding upon Declarants and all future owners of all or any portion of the Entire Premises, and their respective heirs, successors and assigns, and all persons claiming under them for a term of sixty-five (65) years from the effective date hereof, unless terminated either as set forth herein, or by unanimous action of all the owners of the Entire Premises.

13. REMEDIES

In the event of a breach, or attempt or threatened breach, by any owner of any portion of said Entire Premises in any of the terms, covenants and conditions hereof including payment of taxes and assessments, any one or all other owners of the Entire Premises shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach including payment of any amounts due, and any deed, lease, assignment, conveyance or contract made in violation of this Agreement shall be void and may be set aside upon petition of one or more of the owners of the Entire Premises. All costs and expenses including reasonable attorney's fees incurred by any owner in making any payments or in any such suit or proceeding shall be assessed against the defaulting owner in favor of any prevailing owner and shall constitute a lien against the real estate or the interest therein for which sum payment was made or against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective upon recording notice thereof in the Office of the Weber County Recorder. The remedies of any one or all such owners of the Parcels specified herein shall be cumulative as to each and as to all other permitted at law or equity.

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In the further event of any failure by a party to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after receipt of written notice, which situations involve potential danger to the health or safety of persons, in, on or about any portion of the Entire Premises, or substantial deterioration of Parcels I and II or any portions or parts thereof, in each case after written notice specifying such, any other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by any party to any of the other parties hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at the lower of (i) the rate of fourteen (14%) percent per annum, or (ii) the maximum permissible from time to time under applicable law, from the date of the expenditure or the date when the same shall have become due to the date of payment thereof in full.

14. RIGHTS OF LENDERS

The provisions of paragraph 13 and any liens resulting therefrom shall in all respects be subject and subordinate to the liens and the rights of the holder or holders of any mortgages or deeds of trust existing at any time or from time to time on the land or improvements of the defaulting party, except that should any party take title by virtue of any foreclosure sale or judicial proceeding (as well as any grant of deed in lieu of foreclosure), that party (even though it shall take title free of any such existing lien under paragraph 13 hereof) shall otherwise be subject to the covenants, benefits, and restrictions under this Agreement.

15. SUCCESSORS BOUND

The rights herein granted or reserved and the restrictions herein set forth shall run with the land and the agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Any person acquiring fee or leasehold title to Parcel I or Parcel II or any portion thereof shall be bound by this Agreement only as to the parcel or portion of the parcel acquired by such person. Such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such parcel or portion of the parcel, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon Parcels I and II running with the land.

W. J. C.
W. J. C.

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16. FORCE MAJEURE

If the parties hereto are prevented from timely performance of any requirement hereunder by strikes, lockouts, natural disasters, delays in obtaining materials, acts of God or any similar event, the time for performance shall be extended by the period of any such delay.

17. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Utah.

18. MISCELLANEOUS

The paragraph headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms. The singular number includes the plural and any gender includes all other genders.

19. RECORDING AND/OR MEMORANDUM

The parties agree to either record this Agreement or to sign and have recorded a Memorandum of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WOODBURY CORPORATION, a Utah corporation

By: Wallace R. Woodbury
Wallace R. Woodbury, Chairman

By: Orin R. Woodbury
Orin R. Woodbury,
Vice Chairman/Treasurer

ST. BENEDICT'S HOSPITAL, a Utah not-for-profit corporation

By: P. Dennis [Signature]

By: _____

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CORPORATE ACKNOWLEDGMENT

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

On this 23rd day of October, 1984, before me personally appeared Wallace R. Woodbury and Orin R. Woodbury, known to me to be the Chairman and Vice-Chairman-Treasurer of WOODBURY CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Notary Public residing at

My Commission Expires:

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

On this 22nd day of October, 1984, before me personally appeared F. Denny Reed and _____ known to me to be the President / CEO and _____ of ST. BENEDICT'S HOSPITAL, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-laws or a resolution of its board of directors.

[Signature]

Notary Public residing at
[Signature]

My Commission Expires:
3/17/87

[Handwritten initials]
[Handwritten initials]

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ST. BENEDICT'S PARCEL

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, said point being 754.33 feet North 0°26' East along the East line of said Section 17 and 66.00 feet North 89°34' West from the Southeast corner of said Section 17; and running thence South 72°25' West 600.00 feet; thence North 87°20' West 130.00 feet; thence North 76°15' West 338.62 feet; thence North 0°26' East 582.15 feet, more or less, to the North edge of a sidewalk extended; thence two (2) courses along said North edge of walk and walk extended as follows: North 72°26' East 303.50 feet, more or less, and North 27°30' East 60.00 feet to an existing back of curb line; thence four (4) courses along said back of curb line as follows: North 17°34' West 60.00 feet, more or less, North 30.00 feet, more or less, North 72°26' East 100.00 feet, more or less, and North 17°10' East 115.00 feet, more or less, to the South line of 5350 South Street; thence two (2) courses along said South line of 5350 South Street as follows: Southeasterly along the arc of a 589.06 foot radius curve to the left 172.04 feet (long chord bears South 81°12' East 171.43 feet) and South 89°34' East 435.00 feet to said West line of Adams Avenue; thence South 0°26' West 830.00 feet along said West line of Adams Avenue to the point of beginning.

Contains 20.2 acres ±

EXCLUDING WOODBURY PARCEL, DESCRIBED AS FOLLOWS:

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 the Northeast corner of existing main hospital building of St. Benedict's Hospital which is 1224.14 feet North 0°26'00" East along the East line of said Section 17 and 449.94 feet North 89°34' West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 14.14 feet; thence North 72°24'35" East 144.54 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (long chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17°34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of existing Radiation Therapy Building; thence South 17°35'25" West 110.75 feet more or less to the point of beginning.

Contains approximately 0.739 acres

EXHIBIT "C"

✓ 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 the Northeast corner of existing main hospital building of St. Benedict's Hospital which is 1,224.14 feet North 0° 26'00" East along the East line of said Section 17 and 449.94 feet North 89°34' West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 14.14 feet; thence North 72° 24'35" East 144.54 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (Long Chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17° 34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of existing Radiation Therapy Building; thence South 17°35'25" West 110.75 feet more or less to the point of beginning.

Contains Approximately 0.739 Acres

SUBJECT TO AND TOGETHER WITH reciprocal easements and rights of way over parking, landscaping and other common areas (and necessary utility cross easements) of Landlord and St. Benedict's Hospital and its affiliates and/or assignees, which areas shall be controlled by subsequent mutually approved rules and regulations.

Above description is subject to correction by final survey, it being intended that the new building to be built by Landlord will substantially have 4 foot wide Southerly and Northerly side yards.

EXHIBIT "B"

DESCRIPTION

✓ 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°26'00" East along the East line of said Section 17 and 447.85 feet North 89°34' West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 137.71 feet to a point South 17°34' East from the Southeast corner of the St. Benedict Development Parcel (as amended); thence North 17°34' West 36.56 feet to the Southerly extremity of the curb line of existing parking lot; thence North 72°33'54" East 59.06 feet more or less to the Westerly extremity of the curb line of existing entrance roadway; thence around curve to the left along such curb line 16.20 feet more or less (Long Chord bears North 10°33'50" West 16.19 feet); thence North 17°34' West along such curb line as extended 246.12 feet more or less to the South boundary of 5350 South Street; thence North 89°34' West 64.17 feet more or less along said South boundary to a point North 17°34' West from the Northeast corner of the St. Benedict Development Parcel (as amended); thence South 17°34' East 217.70 feet more or less to the Southeast corner of the St. Benedict Development Parcel (as amended); thence South 72°24'35" West 154.58 feet more or less to a point North 17°35'25" West from the Northeast corner of Existing Radiation Therapy Building; thence South 17°35'25" East 117.57 feet more or less to the point of beginning.
Contains Approximately 0.742 Acres.

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DOUGLAS COUNTY CLERK
WEBER CO. DEPUTY: *Liann Kates*
43.00
JUN 5 12 11 PM '85
FILED AND INDEXED
Shirley T. ...

PLATED VERIFIED
ENTERED MICROFILMED

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