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**RETURNED**  
**MAR 23 1998**

WHEN RECORDED PLEASE RETURN TO:  
STEPHEN M. TUMBLIN, ESQ.  
LEBOEUF, LAMB, GREENE & MACRAE, L.L.P  
1000 KEARNS BUILDING  
136 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84101

08-087-0123  
1+4-BIK12Farm BC

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JAMES ASHAUER, DAVIS CNTY RECORDER  
1998 MAR 23 3:35 PM FEE 42.00 DEP DJW  
REC'D FOR LEBOEUF LAMB GREENE & MACRAE

**REAL ESTATE PURCHASE OPTION AGREEMENT**

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (the "Option Agreement") is made and entered into as of March 17, 1998, by and between Holly and Ivy, L.L.C., a Utah limited liability company (the "Grantor") and Bradford J. Brower (the "Buyer").

**PRELIMINARY STATEMENT**

Seller is the owner of a lot of certain real property described on Schedule "A", also known by the street address of 218 South 200 West in the city of Farmington, County of Davis, State of Utah, 84025 (the "Premises"), and which is presently improved by the Ivy Plaza. Seller wishes to grant the option to purchase the premises, the buildings thereon and certain other property appurtenant thereto on the terms and conditions of this Option Agreement. In consideration of the mutual agreements contained herein, Buyer and Seller hereby agree as follows:

1. **Definitions.**

For purposes of this Option Agreement the terms referred to below shall have the following meanings:

"Appurtenant Rights" shall mean the rights, easements and other interests appurtenant to the Premises.

"Buildings" shall mean the buildings, structures and improvements located on the Premises.

"Building Service Equipment" shall mean all apparatus, fixtures and articles of personal property owned by Seller and attached to or used or procured for use in connection with the operation or maintenance of the Buildings, together with any and all replacements thereof and additions thereto.

"Buyer" shall have the meaning assigned to it in the preamble to this Option Agreement.

"Closing" shall mean the delivery of the Instruments of Transfer and payment of the Purchase Price hereunder.

"Closing Date" shall mean the date on which the Closing of the sale of the Property occurs.

"Deed" shall mean a general warranty deed, suitable for recording, transferring good and clear record and marketable fee title to the Real Property, subject only to Permitted Encumbrances.

"Exercise Date" shall have the meaning assigned to it in Section 4.

"Expiration Date" shall have the meaning assigned to it in Section 3.

"Hazardous Substances" shall have the meaning assigned to it in Section 6.2.1.

"Instruments of Transfer" shall mean the Deed and the Warranty Bill of Sale and Assignment.

"Intangible Property" shall mean all contracts, licenses, permits, documents of title and business records pertaining to the Real Property and the Building Service Equipment.

"Lease" shall mean the Lease Agreement dated January 3, 1997, by and between Seller and Modern Health Strategies, Inc. and thereafter assigned to Modern Health Strategies, L.L.C. A copy of the Lease is attached hereto as Exhibit "A".

"Legal Requirements" shall have the meaning assigned to it in Section 6.2.5.

"Option" shall have the meaning assigned to it in Section 2.

"Option Period" shall have the meaning assigned to it in Section 3.

"Permitted Encumbrances" shall mean the matters (if any) listed on Exhibit B hereto.

"Personal Property" shall mean the Building Service Equipment and the Intangible Property.

"Premises" shall have the meaning assigned to it in the Preliminary Statement.

"Property" shall mean the Real Property and the Personal Property.

"Purchase Price" shall have the meaning assigned to it in Section 6.

"Real Property" shall mean the Premises, the Buildings and the Appurtenant Rights.

"Seller" shall have the meaning assigned to it in the preamble to this Option Agreement.

"Survey" shall mean the instrument ATLA survey of the Premises prepared by a Surveyor of Buyer's choice.

"Title Policy" shall mean an ATLA standard form title insurance policy issued by a title insurance company acceptable to the Buyer in an amount equal to the Purchase Price insuring that the Buyer or its nominee holds good, clear record and marketable fee simple title to the Real Property, subject only to Permitted Encumbrances, which policy shall not include any exceptions for (i) mechanics liens, (ii) persons in possession or occupancy or (iii) matters which would be shown by a survey other than those shown on the Survey.

"Warranty Bill of Sale and Assignment" shall mean a warranty bill of sale to the Building Service Equipment and assignment of the Intangible Property in form and substance satisfactory to Buyer and Seller.

2. **Grant of Option.**

Seller hereby grants and conveys to Buyer the irrevocable and exclusive right and option (the "Option") to purchase, upon the terms hereof and subject to the conditions set forth herein, all of Seller's right, title and interest in and to the Property.

3. **Option Period.**

The Option may be exercised by Buyer in the manner specified in Section 4 hereof, during the Option period commencing on the date hereof and terminating at the earlier of 12:00 midnight, local time, three (3)

months from the date hereof or thirty (30) days after Modern Health Strategies, L.L.C., a Delaware limited liability company, terminates its tenancy of the Premises (the "Expiration Date"). The period between the date hereof and the Expiration Period is referred to as the "Option Period".

4. **Exercise of Option.**

Buyer shall exercise the Option by giving written notice thereof to Seller in the manner provided in Section 13 herein, either prior to or on the Expiration Date. From and after the date Buyer gives said written notice (the "Exercise Date"), this Option Agreement shall be deemed for all purposes to be a legally enforceable contract between the Buyer and Seller for the sale and purchase of the Property upon the terms and conditions herein provided. If Buyer fails to exercise the Option in the manner provided in this Option Agreement prior to the expiration of the Option Period, the Option shall expire, and no party hereto shall thereafter have any rights, liabilities or obligations whatsoever under this Option Agreement.

5. **Sale and Purchase of the Property.**

Upon the exercise of the Option by Buyer, Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller in the manner and upon the terms and conditions set forth in this Option Agreement.

6. **Purchase Price.**

The purchase price for the Property (the "Purchase Price") shall be (i) the fair market value of the Real Property as determined in accordance with this Section, (ii) less \$328,000.00, and (iii) as further adjusted in accordance with Section 11.1. The Purchase Price shall be delivered at the Closing by certified funds or wire transfer. The fair market value of the Real Property shall be determined by an appraiser mutually acceptable to the Buyer and the Seller. If Buyer and Seller cannot agree on an appraiser, each party shall select a commercial real estate appraiser and the appraised value of the Real Property for purposes of determining the Purchase Price shall be the average of the two appraisals.

7. **Closing.**

The Closing of the sale of the Property will take place within thirty (30) days of the Buyer's exercise of its Option pursuant to Section 4.

7.1 Seller's Obligation at Closing. Subject to the terms and conditions hereof, at the Closing, Seller shall deliver to the Buyer:

7.1.1 the Instruments of Transfer;

7.1.2 full possession of the Property, free of all tenants and occupants other than the Permitted Encumbrances, with the Property to be in substantially the same condition as on the date of this Option Agreement;

7.1.3 the Title Policy at Seller's expense together with such Surveys and standard parties-in-possession and mechanics' lien affidavits and the like as may be reasonably required by the title insurance company for it to issue the Title Policy;

7.1.4 all keys to all Buildings on the Property, and the records of Seller relating to the maintenance of the Property, together with any existing "as built" plans of the Buildings;

7.1.5 such certificates of title and instruments of assignment of Intangible Property as reasonably required by the Buyer;

7.1.6 a transferor's certification of non-foreign status as required by Section 1445(b)(2) of the Internal Revenue Code; and

7.1.7 all documents necessary to comply with the reporting provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

## 8. Representations and Warranties.

The parties hereby warrant, represent and agree as follows:

8.1 Seller's Representations. Seller hereby represents, warrants and agrees as follows, both as of the date of this Option Agreement and as of the Closing Date with the same effect as though such representations and warranties had been given as of such date:

8.1.1 Buildings. All of the Buildings and other structures and improvements (including all Building Service Equipment and all pipes, drainage conduits, driveways, parking or other paved areas related to or used in connection with any of the Buildings), are wholly within the perimeter lot lines of the Premises and do not encroach upon any property outside said lines, nor are there be encroachments upon or under the Premises from any other premises.

8.1.2 Compliance with Law. The Buildings as presently constructed and used do not violate in any material respect any applicable federal or state law or governmental regulation, or any local ordinance, order or regulation (the "Legal Requirements"), including but not limited to laws, regulations or ordinances relating to land use, zoning, building use and occupancy, subdivision control, fire protection, public health and safety, wetlands protection and protection of the environment. All approvals, consents, licenses, permits or notices required for the ownership, use, and occupancy of the Real Property and every part thereof have been granted, effected, or performed and completed (as the case may be), and all fees or charges therefor have been fully paid. No such approvals, consents, permits or licenses shall terminate, or become void or voidable or terminable on the transfer of the Property to Buyer.

8.1.3 Lease. The Lease is the sole outstanding agreement or understanding relating to leasing or licensing of space in the Building or on the Premises other than the Permitted Encumbrances. The copy of the Lease furnished by Seller to Buyer prior to the date hereof is true and complete and includes all additions and amendments thereto. There are no occupancies, tenancies, rights, privileges, leases or licenses in or to the Buildings or any other part of the Premises other than the tenancy of tenant under the Lease. There is no agreement or understanding which provides for any restrictions or options on the leasing, use, ownership or occupancy of the Building or the Premises, or any part thereof.

8.1.4 Taxes. Seller has filed all tax returns and reports which are required to be filed by it with any federal, state or local governmental authority or agency, and has paid, or made adequate

provision for the payment of, all assessments received and all taxes which have or may become due under applicable federal, state or local governmental law or regulations with respect to all periods prior to the Closing Date. Seller knows of no additional assessments since the date of such returns and reports.

8.1.5 Authority; No Conflicts. Seller is a limited liability company duly organized and validly existing within the State of Utah and subject to the laws of the State of Utah. Seller has the legal right, power and authority to enter into this Option Agreement and perform all of its obligations hereunder. [John T. Rhees has the legal right, power and authority to execute this Option Agreement on behalf of the Seller and by such execution to bind the Seller to the terms hereof.] The execution and delivery of this Option Agreement and the Instruments of Transfer and the performance by Seller of its obligations hereunder and thereunder (i) have been duly authorized by all necessary action of the members and (ii) do not conflict with, or result in a breach of, any of the terms, conditions and provisions of (A) the articles of organization or the operating agreement of Seller or any law or governmental regulations which is applicable to such transactions, or (B) any presently outstanding or operative order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which it is bound or to which it, or any portion of the Property, is subject. The Property is owned by Seller free and clear of all liens and claims of others other than the Permitted Encumbrances.

8.1.6 Litigation; Governmental Notices. Except as disclosed in writing to Buyer prior to the date of this Option Agreement, there are no actions or proceedings instituted or pending before any court, administrative agency or arbitrator against (A) Seller, (B) against or concerning the Property, or against, relating to, or adversely affecting the right, title or interest of Seller in or to any of the Property, or (C) relating to Seller's execution or performance of this Option Agreement, and, to the best of Seller's knowledge, there are no such actions or proceedings threatened. Except as disclosed in writing to Buyer prior to the date of this Option Agreement, there are no outstanding notices received by Seller from governmental entities within the preceding year, suits, court or administrative orders, decrees or judgments of which Seller has knowledge relating to protection of the environment of affecting, against, or with respect to, the Property or any part thereof.

8.2 Representations and Warranties of Buyer. Buyer hereby represents, warrants and agrees as follows, both as of the date of this Option Agreement and as of the Closing Date:

8.2.1 Organization and Existence. Buyer has the legal right, power and authority to enter into this Option Agreement and to perform all its obligations hereunder.

8.2.2 Authorization; No Conflicts. The execution and delivery of this Option Agreement, and the performance by Buyer of its obligations hereunder do not conflict with, or result in a breach of, any of the terms, conditions and provisions of (A) any law or governmental regulation which is applicable to such transactions, or (B) any presently outstanding or operative order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

8.3 Survival of Representations and Warranties. The representations and warranties of the parties hereto contained in this Option Agreement or otherwise made in writing in connection with the transactions contemplated hereby (in each case except as affected by the transactions contemplated by this Option Agreement) shall be deemed material and, notwithstanding any investigation by Buyer, shall be deemed

to have been relied on by Buyer and shall survive the Closing, and the consummation of the transactions contemplated hereby.

9. **Closing Conditions.**

The following conditions shall be satisfied not later than the Closing Date, unless otherwise specified.

9.1 **Conditions to Buyer's Obligations.** Following the Exercise Date, Buyer's obligation to purchase the Property and pay the Purchase Price shall be subject to the satisfaction at or before the Closing of each of the following conditions, unless waived in writing by Buyer:

9.1.1 **Seller's Deliveries.** Seller shall have delivered each item specified in Section 7.1 of this Option Agreement.

9.1.2 **Seller's Representations and Warranties.** The representations and warranties of Seller set forth in Sections 8.1 hereof shall be true and correct on the Closing Date.

9.1.3 **Performance of Obligations.** Seller shall have performed and complied with all of its obligations under this Option Agreement which are to be performed or complied with by Seller prior to the Closing.

9.1.4 **Hazardous Waste.** Buyer shall have received a site assessment study conducted at Buyer's sole expense by a qualified engineering firm selected by Buyer, stating the lack of evidence that any oil, hazardous materials, hazardous or toxic waste, and asbestos-containing materials are present on the Premises or in the Buildings.

9.1.5 **Title.** Buyer shall have received a title insurance commitment indicating that Seller has good, clear record and marketable title to the Real Property, insurable for the benefit of Buyer by the title insurance company pursuant to the Title Policy, free from all liens, municipal betterments assessments, easements, restrictions, encumbrances, rights title and interests of other, and title insurance exceptions of any nature of description whatsoever, except for Permitted Encumbrances. The Personal Property shall be owned by Seller free and clear of all liens or claims of others.

9.1.6 **Survey.** Buyer shall have received a copy of the Survey of the entire Premises prepared by a surveyor.

9.2 **Conditions to Seller's Obligations.** Following the Exercise Date, Seller shall not be required to sell the Property and deliver the Instruments of Transfer unless on or prior to the Closing Date each of the following conditions have been satisfied by Buyer or waived in writing by Seller:

9.2.1 **Buyer's Representations and Warranties.** The representations and warranties of Buyer set forth in Sections 8.2 hereof shall be true and correct on the Closing Date.

9.2.2 **Purchase Price.** Buyer shall deliver the Purchase Price to Seller.

10. **Actions Pending the Closing.**

From the Exercise Date until the Closing the following provisions shall govern Seller's activities with relation to the Property:

10.1 Access to Information. Seller will give Buyer and its counsel, inspectors, engineers, accountants, and other authorized representatives full access, during normal business hours, to the Property and will furnish Buyer and such representatives during such periods with all such information and data concerning the ownership, development and operation of the Property as Buyer or such representatives reasonably may request.

10.2 Maintenance of Property. Seller shall operate the Property in the same manner as it is now being operated and shall perform its obligations under the Lease. Seller hereby further covenants and agrees that from and after the date hereof until the Closing Date, Seller shall not grant or otherwise create or consent to or permit the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property or any portion or portions thereof, other than the Lease. Seller further covenants and agrees that from and after the date hereof until the Expiration Date, Seller shall not sell, convey or transfer the Property or any portion or portions thereof.

11. Closing Adjustments: Expenses.

11.1 Net Adjustment Amount. The following items shall be apportioned and adjusted between the Seller and the Buyer as of the Closing Date and the net amount (the "Net Adjustment Amount") shown to be payable to the Seller or to the Buyer, as the case may be, shall be paid at the Closing, (i) if to the Buyer, by deducting the Net Adjustment Amount from the amount otherwise to be payable by the Buyer pursuant to Section 6, or (ii) if to the Seller, by the payment of the Net Adjustment Amount by the Buyer to the Seller at Closing:

11.1.1 Taxes. Real estate and school taxes (no matter how levied), and any other taxes in the nature thereof and constituting a lien upon the Property if not paid. If the amount of such taxes for the fiscal year during which Closing occurs is not finally determined at the time of closing, such taxes shall be apportioned on the basis of the full amount of the assessment for such period (or the assessment for the prior tax period if the assessment for the current tax period is not then known) and the rate for the prior tax year, notwithstanding any provisions of law which permit reduced payment pending final determination, and shall be reapportioned as soon as the new tax rate and valuation, if any, has been finally determined; and, if the taxes which have been apportioned shall subsequently be reduced by abatement, the amount of such abatement, less the cost of obtaining the same, shall be apportioned between the parties. All other assessments of every type, nature or description assessed to the Property and outstanding as of the Closing Date, shall be paid in full by Seller prior to the Closing (or by Buyer after Closing out of any funds withheld from the Purchase Price for that purpose).

11.1.2 Water and Sewer Charges. Water and sewer charges and rents inclusive of charges for hot and cold water and charges for steam and electricity, if any.

11.1.3 Utilities. Seller will obtain final cut-off readings of fuel, telephone, electricity, water, and gas on the Adjustment Date. Seller shall pay the bills based on such readings promptly after the same are rendered. If arrangements cannot be made for any such cut-off reading, the parties shall apportion the charges for such services on the basis of the bill therefor for the most recent billing period prior



to the Adjustment Date, and Seller and Buyer shall promptly readjust the apportionments in accordance with the last bills rendered.

11.2 Closing Expenses. Seller shall be responsible for and shall pay (i) the Utah real property transfer taxes due in connection with the sale of the Property, (ii) the amounts (if any) necessary to pay off and satisfy any outstanding monetary encumbrance affecting all or any part of the Property, (iii) the cost of the Survey, (iv) the costs associated with obtaining the Title Policy, including, all title examination and commitment fees, and (v) all recording fees.

12. No Broker.

Buyer and Seller each warrants and represents to the other that it has dealt with no broker with respect to this transaction or with respect to the Property. Each of Buyer and Seller agrees to indemnify and hold harmless the other party from and against all claims for brokerage or commission on account of this sale by any person who establishes by court action a right to such brokerage or commission arising out of dealings with the party from whom indemnification is sought. The provisions of this Section 12 shall survive the Closing.

13. Miscellaneous Provisions.

13.1 Notices. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

if to Seller:

Holly and Ivy, L.L.C.  
c/o Prowswood Management  
4885 South 900 East  
Salt Lake City, Utah 84117

with a copy sent  
contemporaneously to:

Stan Stoll  
Blackburn & Stoll  
77 West 200 South, #400  
Salt Lake City, Utah 84101  
Telephone: (801) 521-7900  
Facsimile: (801) 521-7965

if to Buyer:

Bradford J. Brower  
240 South 200 West, Suite 205  
P.O. Box 848  
Farmington, Utah 84025  
Telephone: (801) 451-8991  
Facsimile: (801) 451-8901

with a copy sent  
contemporaneously to:

LeBoeuf, Lamb, Greene & MacRae, L.L.P.  
136 South Main Street, Suite 1000  
Salt Lake City, Utah 84101  
Attention: Stephen M. Tumblin, Esq.

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Any such notice shall be effective (i) if delivered personally, when received, (ii) if sent by overnight courier, when receipted for, (iii) if mailed, three (3) days after being mailed as described above, and (iv) if sent by written telecommunication, when dispatched.

13.2 Remedies. In the event Buyer exercises the Option to purchase the Property, but Seller breaches any warranty or representation as contained in this Option Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Option Agreement, Buyer shall be entitled to exercise any and all rights and remedies available to Buyer at law or in equity. If Buyer fails to comply with any of the covenants, agreements or obligations to be performed by Buyer under the terms and provisions of this Option Agreement, then Seller shall be entitled to exercise any and all rights and remedies available to Seller at law or in equity.

13.3 Succession and Assignment. This Option Agreement shall be binding upon and inure to the benefit of the parties herein and their permitted successors and permitted assigns. The Buyer may assign both this Option Agreement or any of his rights, interests or obligations hereunder at any time without prior written approval of the Seller.

13.4 Relationship of Parties. It is the intention of this Option Agreement to create the relationship of Seller and Buyer between the parties hereto and no other relation whatsoever, and nothing herein contained shall be construed to make the parties hereto partners or joint ventures, or to render either party liable for any of the debts or obligations of the other party.

13.5 Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Option Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any party hereto of any of the terms, covenants, conditions or Option Agreements hereof to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or Option Agreement herein contained.

13.6 Time of the Essence. It is agreed that time is of the essence of this Option Agreement.

13.7 Section Headings. The section headings herein are for convenience and reference only, and in no way define or limit the scope and contents of this Option Agreement, or in any way affect its provisions.

13.8 Counterparts. This Option Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

13.9 Governing Law, Etc. This instrument is to take effect as a sealed instrument, sets forth the entire Option Agreement between the parties, is binding upon and (except as provided below) inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and permitted assigns, and may be canceled, modified or amended only by written instrument executed by both Seller and Buyer. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Purchase and Sale Option Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

**SELLER:**

HOLLY AND IVY, L.L.C., a Utah limited liability company

By: [Signature]  
John T. Rhees

Its: President/CEO

By: [Signature]  
Mel Krussell

Its: MEMBER

By: [Signature]  
Scott Rhees

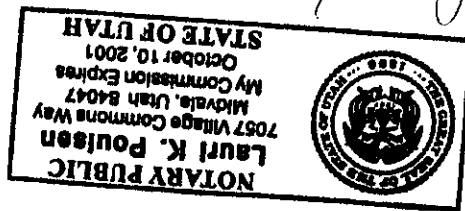
Its: MEMBER

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake )  
 ) :ss.

On the 17<sup>th</sup> day of March, 1998, personally appeared before me John T. Rhees, the signer of the above instrument, who duly acknowledged to me that he executed the same, that he is the President/CEO of Holly and Ivy, L.L.C., a Utah limited liability company.

[Signature]  
Notary Public  
Residing in Salt Lake County, Utah

My Commission Expires:  
10/10/01



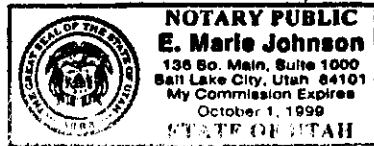
STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Davis )

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On the 17<sup>th</sup> day of March, 1998, personally appeared before me Mel Krussell, the signer of the above instrument, who duly acknowledged to me that he executed the same, that he is the Member of Holly and Ivy, L.L.C., a Utah limited liability company.

E. Marie Johnson  
Notary Public  
Residing in Kaysville, Utah

My Commission Expires:  
10-1-99

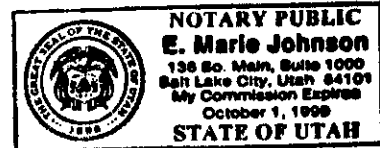


STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Davis )

On the 17<sup>th</sup> day of March, 1998, personally appeared before me Scott Rhees, the signer of the above instrument, who duly acknowledged to me that he executed the same, that he is the Member of Holly and Ivy, L.L.C., a Utah limited liability company.

E. Marie Johnson  
Notary Public  
Residing in Kaysville, Utah

My Commission Expires:  
10-1-99



BUYER:

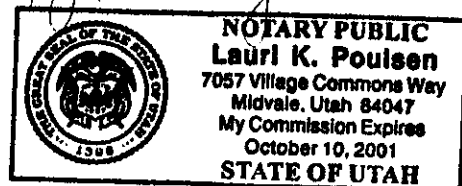
Bradford J. Brower  
Bradford J. Brower, individually

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Salt Lake )

On the 17<sup>th</sup> day of March, 1998, personally appeared before me Bradford J. Brower, the signer of the above instrument.

Lauri K. Poulsen  
Notary Public  
Residing in Salt Lake County, Utah

My Commission Expires:  
10/10/01



*IVY PLAZA LEASE AGREEMENT*

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*MODERN HEALTH STRATEGIES, INC. - SUITE 100*

January 3, 1997

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THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 1st day of DECEMBER, 1996, by and between HOLLY AND IVY, L. L. C. (the "Landlord") and MODERN HEALTH STRATEGIES, INC. (herein the "Tenant," whether one or more).

For and in consideration of the rental to be paid by Tenant and of the covenants and agreements herein set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (as hereafter defined) and certain other areas, rights and privileges for the term, at the rental and subject to and upon all of the terms covenants and agreements hereinafter set forth.

## I. PREMISES

1.1 The Building. The "Building" shall mean, as the same shall be changed and modified from time to time, the improvements constituting IVY PLAZA, located at 218 SOUTH 200 WEST (WALKER LANE) in the City of Farmington, County of Davis, State of Utah, 84025.

1.2 Lease of Premises. Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby leases and takes from Landlord, for the lease term, at the rental and upon the covenants and conditions hereinbefore and hereinafter set forth, that space located in the Building and outlined or cross-hatched on Exhibit "A" attached hereto and made a part hereof (herein called the "Premises"). The Premises are identified as Suite or No. 100. For purposes of determining the rent payable hereunder and Tenant's pro-rata share of common area expenses, the Premises shall be deemed to consist of 87,000 square feet (herein "Rentable Area").

1.3 Improvement of Premises. The obligations of Landlord and Tenant to perform the work and supply the necessary materials and labor to prepare the Premises for occupancy are described in detail on Exhibit "B." Landlord and Tenant shall expend all funds and do all acts required of them as described on Exhibit "B" and shall perform or have the work performed promptly and diligently in a reasonable and workmanlike manner.

1.4 Changes to Building. Landlord may, at any time, without Tenant's consent, and from time to time, increase, reduce, or change the number, shape, size, height, dimensions or location of the walks, buildings, parking (including any easement area for parking) and all Common Areas and any other improvements contained in, attached to, and/or part of the Building, and may, at any time, eliminate or add any improvements to any portion of the Building; provided, however, that Landlord shall not materially change the size or location of the Premises without Tenant's consent. Tenant shall not, in such event, claim or

**-RECORDER'S MEMO-  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED**

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*IN WITNESS WHEREOF*, the parties hereto execute this Lease the day and year first above written.

LANDLORD:

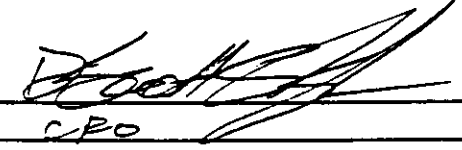
HOLLY AND IVY, L. L. C.

By:   
Its: CFO

Date: 1/7/97

TENANT:

MODERN HEALTH STRATEGIES, INC.

By:   
Its: CFO

Date: 1/7/97



—RECORDER'S MEMO—  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

E 1390566 B 2260 P 957

Schedule A

08-087-0123

BEGINNING AT A POINT WHICH IS NORTH 0°07'50" WEST 1189.14 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°52'10" WEST 246.80 FEET; THENCE DUE SOUTH 266.00 FEET; THENCE SOUTH 89°52'10" WEST 347.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF I-15; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES AND DISTANCES: NORTH 24°43'36" WEST 10.77 FEET, NORTH 18°45'30" WEST 587.58 FEET TO A POINT ON A 758.51-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 56.86 FEET (CENTRAL ANGLE = 04°17'43", CHORD BEARING AND DISTANCE = SOUTH 20°54'22" EAST 56.85 FEET); THENCE NORTH 89°52'10" EAST 795.98 FEET; THENCE DUE SOUTH 247.50 FEET; THENCE DUE WEST 28.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIPTION

BEGINNING AT POINT WHICH IS NORTH 0°07'50" WEST ALONG THE SECTION LINE 1421.52 FEET AND SOUTH 89°52'10" WEST 676.67 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH 89°52'10" WEST 83.03 FEET TO THE FORMER RIGHT-OF-WAY LINE OF INTERSTATE 15 AND A POINT ON THE ARC OF A 758.51 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE FOR AN ARC DISTANCE OF 72.94 FEET (CENTRAL ANGLE = 05°30'34", CHORD = SOUTH 27°04'08" EAST 72.91 FEET); THENCE NORTH 89°52'10" EAST 50.00 FEET; THENCE NORTH 0°07'50" WEST 65.00 FEET TO THE POINT OF BEGINNING.