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Recorded MAY 15 1973 at S m.
Request of WESTERN STATES
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref 16 a

2539861

FIRST AMENDMENT TO
GROUND LEASE

DATED JULY 3, 1969

THIS AMENDMENT TO GROUND LEASE, made and entered into as of this 23 day of April, 1973, by and between DENZIL E. WATTS, SR., and IRMA S. WATTS, husband and wife, hereinafter collectively referred to as "Landlord", and FASHION PLACE ASSOCIATES, a limited partnership, hereinafter referred to as "Tenant".

W I T N E S S E T H :

WHEREAS, Landlord and Tenant's assignor, WESTERN STATES TITLE COMPANY, entered into a certain Ground Lease, dated as of July 3, 1969, a Short Form of which was recorded on July 3, 1969, as Entry No. 2294395, Book 2769, Page 525 of Official Records of Salt Lake County, Utah; and

WHEREAS, subsequent to the execution of said Ground Lease, said Ground Lease was assigned to Tenant hereunder by Assignment of Lease dated June 14, 1971; and

WHEREAS, Landlord and Tenant are desirous of amending certain articles of said Ground Lease to permit Tenant and every successor and assign of Tenant (including, but not limited to, any sublessee of Tenant or of its assigns) to obtain permanent mortgage financing of the leasehold or subleasehold estate;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, IT IS AGREED:

1. ARTICLE XI, entitled "ASSIGNMENT" is hereby amended by deleting same and substituting in its place the following:

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ARTICLE XI

ASSIGNMENTS AND SUBLEASES

A. Tenant may, at any time and from time to time, assign or sublease, mortgage or otherwise encumber this Lease or any sublease of the leased premises and may permit its subtenant or subtenants, at any time and from time to time, to assign, sublease, mortgage or otherwise encumber their respective interest or interests in this Lease or any sublease of the leased premises, without requiring Landlord's consent therefor. Tenant or its successor in interest shall use its best efforts to obtain an assignee suitable to Landlord insofar as the assignee's financial responsibility is concerned. Tenant agrees to furnish to Landlord written notice of the assignment of this Lease within thirty (30) days thereafter, together with the name and address of the assignee. Upon any such assignment, accompanied by the express assumption of this Lease by the assignee in writing delivered to the Landlord, Tenant shall be relieved of all further obligations and shall no longer have any liability under this Lease.

B. If, for any reason, this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this Lease, Landlord covenants and agrees that such termination of this Lease shall not result in a termination of any sublease affecting the leased premises and each such sublease shall continue for the duration of its term and any extensions thereof as a direct lease between Landlord hereunder and the sublessee thereunder, with the same force and effect as if Landlord hereunder had originally entered into this Lease with such sublessees; subject,

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however, to the prior right of the holder of any leasehold mortgage of the leasehold estate of Tenant to nullify such termination in accordance with Article XII hereof. Any such sublessee shall not be named or joined in any action or proceeding by Landlord under this Lease to recover possession of the leased premises or for any other relief. Landlord shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as each sublessee shall require.

C. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee of Tenant occupying the leased premises and the performance of such act shall be deemed to be performance by Tenant and shall be acceptable as Tenant's act by Landlord.

D. Landlord agrees, promptly after submission, to execute, acknowledge and deliver any agreements modifying this Lease requested by Tenant, provided that such modification does not decrease Tenant's obligations or decrease Landlord's rights pursuant to this Lease.

2. ARTICLE XII, entitled "LEASEHOLD MORTGAGE" is hereby amended by deleting same and substituting in its place the following:

ARTICLE XII

LEASEHOLD MORTGAGES

Landlord covenants, warrants and agrees that from the date hereof and continuing throughout the term of this Lease and extensions hereof, Landlord will not execute any mortgage or create or suffer any other lien or encumbrance which shall affect the leased premises and/or the improvements thereon or thereat; provided, however, Landlord shall have the right to mortgage the leased premises if such mortgage is subject and

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subordinate to this Lease, to all subleases made by Tenant hereunder, and to all leasehold mortgages which Tenant and every successor and assign of Tenant (including, but not limited to, any sublessee of Tenant or of his assigns) may make pursuant to this Article.

Tenant and every successor and assign of Tenant (including, but not limited to, any sublessee of Tenant or of his assigns) is hereby given the right (exercisable at any time and from time to time) by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interest in this Lease or any part or parts thereof, and any sublease(s) under one or more leasehold mortgage(s) and/or one or more purchase money leasehold mortgage(s) in connection with any sale of such interest, and to assign this Lease, or any part or parts thereof, and any sublease(s) as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein.

If Tenant and/or Tenant's successors and assigns (including but not limited to any sublessee of Tenant or of his assigns) shall mortgage this leasehold or the subleasehold estate of any sublease of the leasehold herein demised, or any part or parts thereof, and if the holder(s) of such mortgage(s) shall, within thirty-five (35) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee and the pertinent recording

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data with respect to such mortgage(s), Landlord agrees that so long as any such leasehold mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender, acceptance or modification of this Lease without the prior consent in writing of such leasehold mortgagee(s) except as hereinafter provided.

(b) Landlord shall, upon serving upon the Tenant any notice of default, or any other notice under the provisions of or with respect to this Lease, simultaneously serve a copy of such notice upon the holder(s) of all such leasehold mortgage(s) at the address specified by such mortgagee(s), and no notice of such default or other notice shall be deemed to have been duly given unless and until a copy thereof has been so served upon the leasehold mortgagee(s). The leasehold mortgagee(s) shall thereupon have thirty (30) days more time than is given to Tenant to remedy or cause to be remedied the defaults complained of (but only ten [10] days more with respect to the matters contained in Article IV [Rental]), but the first subleasehold mortgagee shall have the first right to cure any such default, and the first leasehold mortgagee shall have the next right and the period within which such leasehold mortgagee(s) (not including the first subleasehold mortgagee) may cure such defaults shall be extended for an additional period of five (5) days for each leasehold mortgagee successively within which to effect such cure. Landlord shall accept such performance by or at the instigation of such leasehold mortgagee(s) as if the same had been done by Tenant.

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(c) Except for the provisions contained in Article IV (Rental), for the purpose of this Article XII, no default on the part of the Tenant in the performance of work to be performed or acts to be done or conditions to be remedied shall be deemed to exist, if steps shall in good faith have been commenced promptly to rectify the same, and shall be prosecuted to completion with diligence and continuity.

(d) Except for the payments and performances required in Article IV (Rental), anything herein contained notwithstanding, while such leasehold mortgage(s) remain unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Landlord, if an event or events of default shall occur which under any provisions of this Lease shall entitle Landlord to terminate this Lease, and if before the expiration of ten (10) days from the date of service of notice of termination upon such leasehold mortgagee(s), any of such leasehold mortgagee(s) shall have notified Landlord of its desire to nullify such notice and shall have paid the Landlord all rent and additional rent and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, if any are then in default, and shall prosecute the same to completion with reasonable diligence, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect, and in the event that more than one leasehold mortgagee shall desire so to act the first subleasehold mortgagee shall have the first right so to act and the first leasehold mortgagee shall have the next right so to act.

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(e) Landlord agrees within ten (10) days after the request in writing by the Tenant or the leasehold mortgagee(s) to furnish the party requesting same with a written statement duly acknowledged of the fact that this Lease is in full force and effect and that there are no defaults hereunder by the Tenant, if such is the fact. If any defaults then exist, Landlord agrees that in such statement it will specify the particular default or defaults which Landlord claims to exist.

(f) Landlord agrees that in the event of termination of this Lease or of any succeeding lease made pursuant to this subparagraph (f) prior to its stated expiration date, Landlord will enter into a new lease of the premises hereby demised with the leasehold mortgagee(s), or its nominee, or if there be more than one mortgagee then with the mortgagee entitled under subparagraph (d) of this Article, or its nominee, for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject to only the same conditions of title as this Lease is subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the leased premises, provided:

(1) Said mortgagee(s) or its nominee(s) shall make written request upon Landlord for such new lease within forty (40) days after the date of such termination and such written request is accompanied by payment to the Landlord of sums then due to Landlord under this Lease.

(2) Said mortgagee(s) or its nominee(s) shall pay to Landlord at the time of execution and delivery of said

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new lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease, but for such termination, and in addition thereto any expenses, including reasonable attorney's fees to which Landlord shall have been subjected by reason of such default, less the net income collected by Landlord subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the rental thereafter becoming due under said new lease.

(3) Said mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on the Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated lease was obligated to perform under the terms of this Lease. Upon execution and delivery of such substitution any subleases which may have theretofore been assigned and transferred to the Landlord shall thereupon be assigned and transferred without recourse by the Landlord to the leasehold mortgagee as the new tenant.

(4) If more than one such leasehold mortgagee makes written request upon Landlord in accordance with the provisions of this subparagraph (f), the new lease shall be delivered to the leasehold mortgagee requesting such new lease whose mortgage is prior in lien and the written request of any leasehold mortgagee whose mortgage is subordinate in lien shall be void and of no force or effect.

(5) Landlord shall not warrant possession of the leased premises to the Tenant under the substitution.

(6) The Tenant under such substitution shall

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have the same right, title and interest in and to improvements on the leased premises as the Tenant had under this Lease.

(7) Such substitution and the rights of the Tenant thereunder shall have the same priorities with respect to the fee title of the leased premises as does this Lease and the rights of Tenant hereunder.

(g) That upon and immediately after the recording of any leasehold mortgage(s), the Tenant at its expense shall cause to be recorded in the office of the Recorder of said Salt Lake County, a written request executed and acknowledged by the Tenant for a copy of any notice of default and of any notice of sale under the leasehold mortgage(s) as provided by the statutes of the State of Utah relating thereto. Immediately upon the execution of any such leasehold mortgage(s), Tenant shall furnish Landlord with a complete copy thereof, together with a copy of the note secured thereby and the name and address of the holder(s) thereof.

(h) As used in this Lease, all references to a "mortgage" shall be deemed to include a Deed of Trust, and all references to the "holder(s)" of a mortgage or to a "mortgagee(s)" shall be deemed to include the beneficiary and/or trustee under a Deed of Trust.

(i) Landlord agrees that the name of the leasehold mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by the Tenant hereunder, and that the Landlord will make all insurance and/or condemnation proceeds to which Tenant may be entitled hereunder for purposes of restoration of the premises available jointly to the Tenant and such leasehold mortgagee(s). The leasehold mortgagee(s) shall pass upon the adequacy of all

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insurance coverages and may require the Tenant to carry insurance in such amounts as it may reasonably require and for such coverages and with such insurance carriers as it may reasonably approve. The original policies of such insurance shall be held by the leasehold mortgagee and certified copies thereof delivered to the Landlord. The policies will provide that any loss shall be payable to and adjusted with Tenant and not with Landlord. Landlord agrees that, upon request of Tenant, it will promptly endorse any drafts, checks or other negotiable instruments in which it may be named as a party, which are received in payment of any such loss, unto Tenant. The Tenant hereby appoints the leasehold mortgagee(s) its agent and attorney-in-fact in its name, place and stead, to file proofs of claim and settle and adjust any losses or claims arising under any policy of insurance carried by the Tenant under the provisions of this Lease. Public liability insurance is excluded from the provisions of this paragraph.

(j) The term "Leasehold Mortgagee" shall include the holder of a lien upon the subleasehold estate of any sublease affecting the demised premises.

3. ARTICLE XV: The title "QUIET ENJOYMENT" is hereby deleted and the title "QUIET ENJOYMENT/RIGHT OF FIRST REFUSAL" is substituted in its place.

4. ARTICLE XVI is hereby amended by adding thereto the following paragraphs:

"(g). In the event of the taking of the fee title to all the premises and the improvements on the premises, which shall be considered to include any off-site improvements effected by Tenant to serve the premises or the improvements on the premises,

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Tenant's obligation to pay rent shall terminate on, and Tenant's interest in the leasehold shall continue until, the date of taking. The date of taking shall be considered as the later of (i) the date actual physical possession is taken by the condemnor or (ii) the date on which the right to compensation and damages accrues under the law applicable to the premises.

"(h) In the event of a total taking, all sums, including damages and interest, shall be awarded as follows:

(1) All that portion of the award received for the appropriation of buildings or other improvements on the premises, which shall be considered to include any off-site improvements effected by Tenant to serve the premises or the improvements on the premises, shall be awarded to Tenant.

(2) All that portion of the award received for the appropriation of land or any severance shall be paid to Landlord.

(3) Any interest on said awards shall be divided in like manner.

"(i) In the event of a partial taking of the fee title so that the part remaining is susceptible to continued use by Tenant, this Lease shall remain in full force and effect covering the remaining property, except that the rent shall be reduced in the same ratio as the value of the portion of the premises taken bears to the value of the total premises, excluding improvements then in existence. In the event of a dispute as to value, the appraisal provisions of Article IV(c) shall be used to determine value.

"(j) In the event of a partial taking all sums, including damages and interest, awarded for the fee title or the leasehold

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or both, shall be awarded, distributed and disbursed in the following order of priority:

(1) To Tenant, for the cost of restoring the leasehold improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amount awarded for detriment to business.

(2) All that portion of the award received for the appropriation of buildings and other improvements, which shall be considered to include any off-site improvements effected by Tenant to serve the premises or the improvements on the premises, shall be awarded to Tenant.

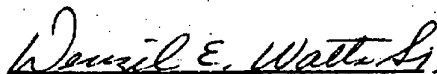
(3) All that portion of the award received for the appropriation of land or any severance shall be paid to Landlord.


(4) Any interest on said award shall be divided in like manner."

5. ARTICLE XVII, Paragraph (a), is hereby amended by inserting the words "shall be in writing" following the word "hereunder" and before the word "may" in the second line thereof.

6. All other terms, covenants, and conditions contained in said Ground Lease dated July 3, 1969 are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.


DENZIL E. WATTS, SR.


IRMA S. WATTS

LANDLORD

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FASHION PLACE ASSOCIATES,
a Limited Partnership
By ERNEST W. HAHN, INC.,
General Partner

By [Signature]
TENANT

TO 447 C
(Individual)

(TI)

STATE OF ~~OREGON~~ UTAH } SS.
COUNTY OF SALT LAKE

On April 26, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Denzil E. Watts, Sr. and Irma S. Watts

_____ known to me

to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
Signature: [Signature]

Name (Typed or Printed)

(This area for official notarial seal)

TO 446 C
(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES

On April 23, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Herman Mauer known to me to be the President, and _____ known to me to be the

Secretary of Ernest W. Hahn, Inc. the corporation that executed

the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Fashion Place Associates the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.
Signature: Sally A. Rice

Name (Typed or Printed)



(This area for official notarial seal)

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FASHION PLACE ASSOCIATES,
a Limited Partnership
By ERNEST W. HAHN, INC.,
General Partner

By [Signature]
TENANT



TO 447 C
(Individual)

(TI)

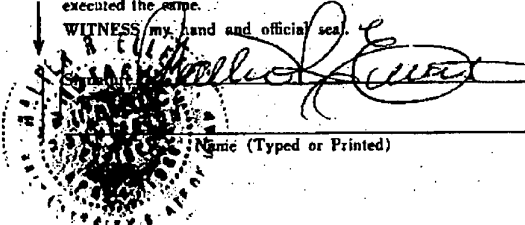
STATE OF ~~UTAH~~ UTAH }
COUNTY OF SALT LAKE } SS.

On April 26, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Denzil E. Watts, Sr. and Irma S. Watts

STAPLE HERE

_____ known to me
to be the person S whose name S are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.



Name (Typed or Printed)

(This area for official notarial seal)

TO 446 C
(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On April 23, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Herman Maier known to me to be the
President, and _____ known to me to be the

STAPLE HERE

Secretary of Ernest W. Hahn, Inc. the corporation that executed
the within instrument and known to me to be the persons who
executed the within instrument on behalf of said corporation,
said corporation being known to me to be one of the partners of
Fashion Place Associates the partnership
that executed the within instrument, and acknowledged to me
that such corporation executed the same as such partner and
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Sally A. Rice

Name (Typed or Printed)



(This area for official notarial seal)

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EXHIBIT "A"

Commencing 9.30 chains South and 9.36 chains East from the Northwest corner of Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence South 85° East 1.53 chains; thence South 2-1/2° West 1.75 chains North 85° West 1.53 chains; thence North 2-1/2° East 1.75 chains to the point of Beginning.

Also:

Commencing 8.11 chains North and North 85° West 548.26 feet from the Southeast corner of Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 85° West 53 feet; thence North 2°30' East 1.75 chains; thence North 85° West 1.53 chains; thence North 2°30' East 105 feet; thence South 85° East 154.11 feet; thence South 2°30' West 220-1/2 feet to the point of Beginning.

Also:

Commencing 8.11 chains North and North 85° West 548.26 feet from the Southeast corner of Lot 1, Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 2°30' East 220.5 feet; thence South 85° East 178 feet; thence South 2°30' West 220.5 feet; thence North 85° West 178 feet to the point of Beginning.