

5176338

1000

Lease
(Short Form)

5176338
30 DECEMBER 91 04:40 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R BLAKESLEY
7050 UNION PARK CENTER NO.575
MIDVALE, UT 84047
REC BY: REBECCA GRAY DEPUTY

1. **The Parties and The Property.** Spencer W. Simons, Lucille M. Simons and Scott W. Simons of 711 West 800 South, Salt Lake City, Utah 84104, Salt Lake County, State of Utah, hereinafter referred to as "Lessor", hereby leases to SIMONS X-RAY CORPORATION, INC. of 711 West 800 South, Salt Lake City, Utah 84104, Salt Lake County, State of Utah, hereinafter referred to as "Lessee", all those premises situate, lying and being in the County of, State of Utah, commonly known as 711 West 800 South, Salt Lake City, Utah 84104 and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of twenty (20) years commencing the 1st day of February, 1992, for and during und until the day of 31st day of January, 2012.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$3,500.00 on the first day of each month during the term of this Lease. The Lease payment shall be reviewed at least every three (3) years, and the amount of the lease payment may be increased or decreased upon agreement of the parties to reflect changes in market conditions, debt service, insurance and property taxes.

4. **The Return of the Property.** Lessee further agrees to deliver up to Lessor at the expiration of said term in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

5. **No Sublease or Assignment.** The Lessee will not let, underlet, assign the Property, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

6. **Default/Remedies.** And Lessee further covenants and agrees that if any monthly lease payment or any part thereof shall be unpaid for 20 days after the same shall become due; or if default in any of the covenants herein contained to be kept by Lessee is not cured within 20 days from written notice, or if Lessee shall vacate such premises, Lessor may elect, without notice or legal process, to re-enter and take possession of the Property and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and Lessee agrees to pay any deficiency.

7. **Utilities, Taxes and Insurance.** Responsibility for utilities, taxes and insurance shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Power T, Heat T, Water T, Sewer T, Telephone T, Real Property Tax T,
Personal Property Tax T, Fire Insurance on Personal Property T, Glass
Insurance T, Others: _____

8. **Maintenance and Repair.** Responsibility for the maintenance and repair of the Property shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Roof L, Exterior Walls L, Interior Walls L, Structural Repair L, Interior
Decorating T, Exterior Painting L, Yard Surfacing L, Plumbing Equipment
L, Heating and Air Conditioning Equipment L, Electrical Equipment L,
Light Globes and Tubes T, Glass Breakage T, Trash Removal T, Snow
Removal T, Janitorial T, Others: _____

9. **Negligence.** Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.

10. **Lessor's Lien.** Furniture, furnishings and personal property of Lessee may not be removed from the premises until all lease payments and other charges are fully paid, and Lessor shall have a lien upon said personal property until the same are paid in full.

5176338

11. Attorney's Fees and Collection Costs. In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement or any right arising out of such breach.

12. SBA Loan Requirements. In consideration of SBA Loan No. CDC-L-463 929 3004 UT, Lessor and Lessee agree as follows, anything to the contrary notwithstanding:

- (a) The term of this Lease shall be equal to or longer than the term of the said SBA Loan;
- (b) Lessor and Lessee hereby assign, set over, and transfer to the Small Business Administration and Deseret Certified Development Company all of their right, title, and interest in and to this Lease, as security for said SBA Loan; and
- (c) Lessor and Lessee hereby agree to maintain exactly the present ownership (both identity of owners and percent of ownership) during the entire term of said SBA Loan.

13. No Other Agreements. This agreement supercedes and replaces any and all previous lease agreements between the parties; and said previous lease agreements are hereby cancelled by the mutual consent of the parties.

Witness the hands and seals of said Lessor and said Lessee at this 19th day of December, 1991.

LESSOR:

By: Spencer W. Simons
Spencer W. Simons, Individually

By: Lucille M. Simons
Lucille M. Simons, Individually

By: Scott W. Simons
Scott W. Simons, Individually

LESSEE:

SIMONS X-RAY CORPORATION, INC.

By: Spencer W. Simons
Spencer W. Simons, President

Attest: Scott W. Simons
Scott W. Simons, Secretary

EX 6392762410

CORPORATE ACKNOWLEDGEMENT

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

On the 19th day of December, 1991, personally appeared before me Spencer W. Simons and Scott W. Simons, who being by me duly sworn did say that they are the President and Secretary of SIMONS X-RAY CORPORATION, INC. a Utah Corporation and that the foregoing, attached instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said Spencer W. Simons and Scott W. Simons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission expires: 5-4-93

INDIVIDUAL ACKNOWLEDGEMENT

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

On the 19th day of December, 1991, personally appeared before me Spencer W. Simons, Lucille M. Simons and Scott W. Simons, the signers of the above instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission expires: 5-4-93

Notary Public
GAIL BLANKSLEY
1100 East Highland Dr. #304
Salt Lake City, Utah 84143
My Commission Expires
May 4, 1993
508-501-1111

EXHIBIT "A"

The LAND described in the foregoing document is located in SALT LAKE COUNTY, State of Utah is described more particularly as follows:

COMMENCING at the Northeast corner of Lot 6, Block 2, Plat "C", Salt Lake City Survey and running West 298 feet; thence South 165 feet; thence East 298 feet; thence North 165 feet to the point of beginning.