

AFTER RECORDING MAIL TO:
BASS, BERRY & SIMS PLC (JSL)
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
(Lehi Pointe)**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is executed effective as of the 26th day of September, 2015 (the "Effective Date"), by and among **LEHI POINTE MOB, LLC**, a Utah limited liability company ("Lehi Pointe MOB"), **SEABOARD DEVELOPMENT, LLC**, a Utah limited liability company ("Seaboard"), and **LEHI POINTE, L.L.C.**, a Utah limited liability company ("Lehi Pointe").

WITNESSETH:

WHEREAS, Lehi Pointe and Seaboard are parties to that certain Development Agreement with an Effective Date of December 21, 2012 and recorded at Entry No. 112994:2012, Utah County Recorder, as amended by that certain First Amendment to Development Agreement with an Effective Date of June 19, 2013 and recorded at Entry No. 70515:2013, Utah County Recorder, and as amended by that certain Second Amendment to Development Agreement with an Effective Date of August 20, 2015 and recorded at Entry No. 76200:2015, Utah County Recorder (collectively, the "Agreement"), pursuant to which the parties set forth certain agreements and understandings with respect to the future development of the Seaboard Property and the Lehi Pointe Property, all as more fully described in the Agreement;

WHEREAS, prior to the Effective Date, Lehi Pointe has assigned to Lehi Pointe MOB, and Lehi Pointe MOB has assumed and agreed to perform all of Lehi Pointe's obligations under, the Initial MOB Right, all in accordance with and pursuant to the terms of Section 5 of the Agreement; and

WHEREAS, the parties now desire to amend certain provisions of the Agreement and otherwise confirm and clarify certain agreements and understandings between the parties, all as more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Agreement.

ENT **88681:2015** PG 1 of 6
Jeffery Smith
Utah County Recorder
2015 Sep 28 04:04 PM FEE 20.00 BY CLS
RECORDED FOR Capstone Title and Escrow, Inc.
ELECTRONICALLY RECORDED

2. Seaboard Property. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the new Exhibit A attached hereto.

3. Initial MOB Right. Seaboard, Lehi Pointe MOB and Lehi Pointe hereby acknowledge and agree that the Initial MOB Right granted to Lehi Pointe pursuant to the Agreement (and as assigned by Lehi Pointe to Lehi Pointe MOB) is hereby deemed to be fully exercised by Lehi Pointe and Lehi Pointe MOB, and Seaboard is hereby deemed to have fulfilled all of its obligations pursuant to such Initial MOB Right.

4. Seaboard's Sale Notice. Section 7 of the Agreement is hereby deleted in its entirety.

5. Lehi Pointe's Purchase Options. Section 8(a) of the Agreement is hereby deleted in its entirety.

6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

7. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Agreement shall continue in full force and effect.


[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date first above written.

LEHI POINTE:

Lehi Pointe, L.L.C., a Utah limited liability company


By: Howland Partners, Inc.
Its Manager

By: 
Name: G. Tyler Howland
Title: President

LEHI POINTE MOB:

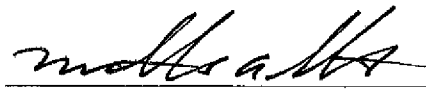
Lehi Pointe MOB, LLC, a Utah limited liability company

By: Howland Partners, Inc.
Its Manager

By: 
Name: G. Tyler Howland
Title: President

SEABOARD:

Seaboard Development, LLC, a Utah limited liability company

By: 
Name: William A. Stokes
Title: Vice President

STATE OF UTAH

COUNTY OF SALT LAKE

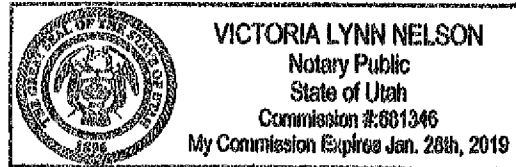
Personally appeared before me, a Notary Public, G. Tyler Howland, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Howland Partners, Inc., a corporation that is the Manager of LEHI POINTE, L.L.C., a Utah limited liability company, and is authorized by the corporation to execute this instrument on behalf of the limited liability company.

Witness my hand this 28th day of September, 2015.

Victoria Lynn Nelson
Notary Public

My Commission Expires:

January 28th, 2019



STATE OF UTAH

COUNTY OF SALT LAKE

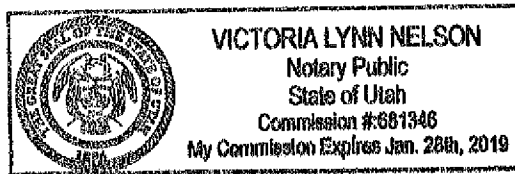
Personally appeared before me, a Notary Public, G. Tyler Howland, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Howland Partners, Inc., a corporation that is the Manager of LEHI POINTE MOB, L.L.C., a Utah limited liability company, and is authorized by the corporation to execute this instrument on behalf of the limited liability company.

Witness my hand this 28th day of September, 2015.

Victoria Lynn Nelson
Notary Public

My Commission Expires:

January 28th, 2019



STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of SEABOARD DEVELOPMENT, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

Witness my hand this 24th day of September, 2015.

Cindy J. Ellis
Notary Public

My Commission Expires:

8-22-16

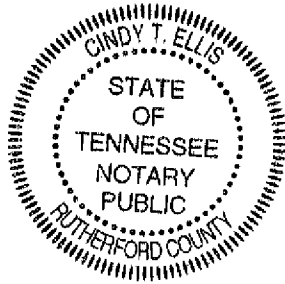


EXHIBIT A

[Legal Description of the Seaboard Property]

Certain land in Utah County, Utah, being all of Lot 5 of the Mountain Point Medical Center Commercial Subdivision – 1st Amendment located in the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah, all as more particularly shown on plat of record at Entry No. 88029:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

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