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4/20/2011 8:07:00 AM \$21.00  
Book - 9919 Pg - 1252-1256  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 5 P.

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

KeyBank National Association  
Attn: Corporate Real Estate Admin PID 6544  
PO Box 94839  
2025 Ontario, 4<sup>th</sup> Floor  
Cleveland, OH 44115

Tax Parcel No. 16-06-101-031-2004

*Space Above for Recorder's Use*

**AMENDMENT TO MEMORANDUM OF LEASE**

THIS AMENDMENT TO MEMORANDUM OF LEASE ("**Amendment**") is effective upon recordation and is entered into as of March 17, 2011 by and between CITY CREEK RESERVE, INC., a Utah nonprofit corporation ("**Landlord**"), having its principal place of business at 15 East South Temple, Suite 800, Salt Lake City, Utah 84150, and KEYBANK NATIONAL ASSOCIATION, a national banking association ("**Tenant**"), having its principal place of business at 127 Public Square, Cleveland, Ohio 44114, who agreed as follows:

**RECITALS**

- A. Landlord and Tenant are parties to the certain Office Tower Lease dated as of June 1, 2007 (the "**Original Lease**"), as amended by that certain First Lease Amendment dated as of July 21, 2010 (the "**First Amendment**"). Pursuant to the terms of the Lease, Tenant originally leased from Landlord Suites 2500 and 2600 (the "**Premises**") composed of 35,950 square feet on the 25<sup>th</sup> and 26<sup>th</sup> floors of the building located at 36 South State Street, Salt Lake City, Utah, 84111 (the "**Office Tower**"), which is located on that certain real property more particularly described in Exhibit A attached hereto, along with the right in common with other tenants and occupants of the building to use the Common Area, as such term is defined in the Lease, together with certain Lower Tower Rights and Appurtenant Rights, as such terms are defined in the Lease.
- B. Tenant has elected to surrender, and Landlord has agreed to accept, approximately 5,368 rentable square feet on the 26<sup>th</sup> floor of the Office Tower, which area is now known as Suite 2650 as depicted in Exhibit A-2 attached hereto, and Landlord and Tenant have entered into a Second Amendment to Lease dated as of March 17, 2011 (the "**Second Amendment**"; the Original Lease, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Lease**").
- C. Landlord and Tenant desire to document the surrender of approximately 5,505 rentable

square feet on the twenty-sixth (26<sup>th</sup>) floor of the Office Tower.

**NOW THEREFORE**, in consideration of the above recitals, the terms and conditions set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


**1. AMENDMENT TO SECTION 1, PREMISES.** Effective as of May 1, 2011, Section 1 of the Memorandum is amended by replacing the term "35,950 square feet" with the term "30,445 square feet."

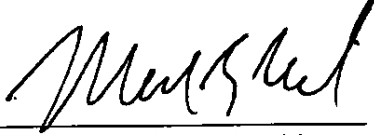
**2. INCORPORATION AND CONFLICTS.** All of the terms and conditions of the Lease, as amended, are incorporated herein by reference as though set forth fully herein. All capitalized words or terms not defined in this Amendment shall have the same meaning as ascribed to them in the Lease. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail. Except as provided herein, the terms and conditions of the Memorandum shall remain the same and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Memorandum of Lease is executed as of the date first above written.

KEYBANK NATIONAL ASSOCIATION,  
a national banking association

CITY CREEK RESERVE, INC.,  
a Utah non-profit corporation

By:   
Andrew Platimers, Vice President  
Date: March 9, 2011

By:   
Mark B. Gibbons, President  
Date: March 17, 2011

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

On March 17, 2011, before me Sarahi D. Soperanez, a notary public in and for such County and State, personally appeared Mark B. Gibbons,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as President for City Creek Reserve, Inc., and that by his/her signature on the instrument, City Creek Reserve, Inc. executed the instrument.

Witness my hand and official seal.

Sarahi D. Soperanez  
Notary Public

Commission expires: 4/22/2012

STATE OF Ohio )  
 : S.S.  
COUNTY OF WYANESSA )



On March 9, 2011, before me Andrea D. Wittine, a notary public in and for such County and State, personally appeared Andrew Lahmer,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Vice President for KeyBank National Association, and that by her signature on the instrument, KeyBank National Association executed the instrument.

Witness my hand and official seal.

Andrea D. Wittine  
Notary Public

Commission expires: \_\_\_\_\_



ANDREA D. WITTINE  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
April 6, 2014

**Exhibit "A"**

**(Legal Description of Office Tower)**

**PARCEL 1:**

All that volume of space which lies above an elevation of 4424.92 feet, as measured vertically above Salt Lake City Level Datum, formed by projecting vertically upwards the following boundaries:

Beginning South 0°13'30" West 19 feet from the Southeast Corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey and running thence West 206 feet; thence North 104 feet; thence East 206 feet, more or less, to the East line of said Block; thence South 0°10'30" West 104 feet, more or less, to the point of beginning.

The above description includes floors 7 through 27 of the Beneficial Life Tower the perimeter of which is described as follows:

Beginning at a point 15.51 feet West of the Southeast Corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey, and running thence South 13.00 feet; thence South 45° West 3.54 feet; thence West 182.00 feet; thence North 45° West 3.54 feet; thence North 92.00 feet; thence North 45° East 3.54 feet; thence East 182.00 feet; thence South 45° East 3.54 feet; thence South 79.00 feet to the point of beginning.

**PARCEL 2:**

The right to support upon Grantor's land and through any intervening space any structures occupying the air space hereby granted. It is understood that the structural support for the Beneficial Life Tower may extend outside the perimeter of the tower building as described next above. The structural support extends below the 3<sup>rd</sup> sublevel floor which has an elevation of 4311.50 feet, Salt Lake City Level Datum. Grantor may enter upon the property subject to this easement with men and materials to repair, replace or service the structural support elements for structures occupying the air space granted.

**PARCEL 3:**

Rights of pedestrian ingress and egress in common with others through the State Street Entrance and First and Second Floor Arcade areas of the tower building, being floor level elevations 4356.00, 4346.00 and 4364.00 feet respectively, Salt Lake City Level Datum, the perimeter of which is described as follows:

Beginning at the Southeast Corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey, and running thence South 0°10'30" West along the East line of said Block 15.50 feet; thence West 2.46 feet; thence North 45° West 19.09 feet; thence West 10.75 feet; thence South 1.00 feet; thence South 45° West 7.78 feet; thence West 56.40 feet; thence North 15.50 feet; thence West 113.85 feet; thence North 52.00 feet; thence East 113.85 feet; thence North 15.50 feet; thence East 56.40 feet; thence South 45° East 7.78 feet; thence East 0.75 feet; thence North 45° East 17.68 feet; thence East 13.76 feet to the East line of said Block 75; thence South 0°10'30" West 18.50 feet; thence West 1.20 feet; thence South 45° West 7.07 feet; thence South 50.00 feet; thence South 45° East 7.07 feet; thence East 1.02 feet; thence South 0°10'30" West 3.00 feet to beginning.

**PARCEL 4:**

Rights of ingress and egress in common with others through stairways and elevators leading from the arcade levels and the Third Sublevel at 4311.5 feet, Salt Lake City Level Datum up to the air space hereby granted, including the right to move men, materials and equipment for services to structures occupying such air space.

**Exhibit A-2**

**(Floor Plan of Surrendered Portion of Premises)**

