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2/21/2013 10:37:00 AM \$20.00
Book - 10109 Pg - 8828-8832
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
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, 4th Floor
Cleveland, OH 44115

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 February 12, 2013 by and between CITY CREEK RESERVE, INC., a Utah nonprofit corporation ("**Landlord**"), having its principal place of business at 51 S, Main Street, Suite 301, Salt Lake City, Utah 84111, 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, as modified and/or supplemented by that certain First Lease Amendment dated as of July 21, 2010, that certain Second Lease Amendment dated as of March 17, 2011, and that certain Third Lease Amendment dated as of June 19, 2012 (collectively, the "**Lease**"). Pursuant to the terms of the Lease, Tenant currently leases from Landlord Suites 2500, 2600, and 2630 (the "**Premises**") composed of 30,581 square feet on the 25th and 26th 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. The Amendment to Memorandum of Lease dated as of March 17, 2011 and recorded on April 20, 2011 in the official records of the Salt Lake County recorder's office as Entry No. 11169103 in Book 9919 at page 1252 erroneously references the square footage of the Premises as 30,445 square feet.
- C. Landlord and Tenant desire to document the accurate square footage of the Premises.

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:

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 "30,445 square feet" with the term "30,581 square feet."

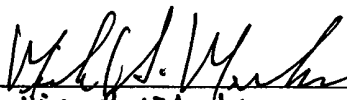
2. INCORPORATION AND CONFLICTS. All of the terms and conditions of the Lease, as amended, are incorporated herein by reference as though set forth fully herein. All capitalized words or terms not defined in this Amendment shall have the same meaning as ascribed to them in the Lease. In the event of any 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: 
Title: Andrew P. Latimer, Senior Vice
President
Date: 1-30-2013

By: 
Title: Vice President
Date: 2/12/13

By: 
Title: Vice President
Date: 2/12/13

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 12th day of February, 2013, personally appeared before me Michael S. Marks, known or satisfactorily proved to me to be the vice President of City Creek Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said corporation.



[Signature]
Notary Public for Utah

Commission expires: 4/22/16

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 12th day of February, 2013, personally appeared before me Bruce I. Lyman, known or satisfactorily proved to me to be the Vice President of City Creek Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said corporation.



[Signature]
Notary Public for Utah

Commission expires: 4/22/16

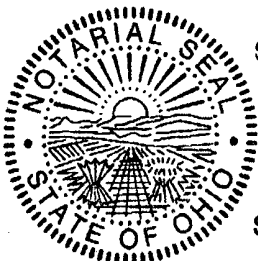
STATE OF OHIO)
 : S.S.
COUNTY OF CUYAHOGA)

On January 30, 2013, before me Stephen C. Mixter, a notary public in and for such County and State, personally appeared Andrew P. Latimer, 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 executed the same in his authorized capacity as Senior Vice President for KeyBank National Association, and that by his signature on the instrument, KeyBank National Association executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

Commission expires: _____



STEPHEN C. MIXTER
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

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 3rd 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)

