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Recorded APR 16 1976 1138
Request of Frederick N. Green
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 22.00 By Patricia Brown Deputy
REF. 440 Commercial Club
32 Exchange Place Bldg

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the 3 day of March, 1976, by and between COMMERCIAL CLUB, LTD., A Utah Limited Partnership, hereinafter referred to as "LANDLORD," and FREDERICK N. GREEN and RICK D. HIGGINS, hereinafter referred to as "TENANT,"

W I T N E S S E T H :

1. Lease of Property. In consideration of the rents, covenants and agreements herein set forth, Landlord demises and leases unto Tenant, and Tenant hereby leases and takes from Landlord, for the term, at the rental and upon the covenants and conditions herein set forth, that commercial space referred to herein as the "Subject Property," located at 32 Exchange Place, Salt Lake City, County of Salt Lake, State of Utah, and more fully described and listed in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Term of Lease. The term of this Lease shall be for a period of 2 years, commencing as of the date first hereinabove mentioned.

Tenant shall have the option to renew this Lease Agreement for an additional 2 year period, upon the terms and conditions herein, upon giving Landlord written notice of such intent to renew no later than ninety (90) days prior to the expiration of the initial term of this Lease Agreement, if Tenant is not otherwise in default under the terms of this Lease. If this lease is renewed pursuant to the above option, the base rent shall be adjusted to the mutual agreement of the parties hereto.

3. Definition and Possession of Leased Space. The exact shape and dimensions of the subject property to be leased by Tenant hereunder shall be determined and computed from the architect's or other renderings and drawings, as

mutually agreed by and between the parties hereto, which are attached hereto and made a part hereof as Exhibit "B". It is understood and agreed that Tenant shall be entitled to occupancy of the subject leased property commencing on the ____ day of _____, 1976. *see addendum 6*

4. Lease Payments.

(a) Subject to the provisions of subparagraph 4(b) below, Tenant agrees to pay, and Landlord agrees to accept, as an initial base lease payment for the subject property, the sum of \$ 5.50 per square foot per year, which rent would include heat, lights, air conditioning, water, sewer, real property taxes and exterior maintenance. The utility and real property tax costs will be subject to a cost of living increase as hereinafter set forth. It is understood and agreed that no additional lease payment shall be payable hereunder for the use and occupancy of the subject property, except as otherwise herein provided.

(b) It is expressly agreed that utility and real property tax costs increases as specified above shall be reviewed and adjusted annually and that the Tenant shall pay his prorata share of any increase in said costs as computed from the Lessor's financial statement as compiled at the end of each calendar year. The Lessee's prorata share of said increased costs shall be the same ratio as its total leaseable space (excluding common area space) bears to the total of all leaseable space in the subject property.

(c) All payment hereunder shall be made to Landlord at the address listed in Paragraph 27 below, or at such other address designated in writing by Landlord.

(d) The square foot rental set forth in subparagraph 4(a) above shall be designated the "base

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lease payment", and it is understood and agreed that in addition to annual adjustment for increase utility and real property tax costs as set forth above, the "base lease payment" shall be tied to a cost of living index and adjusted on a periodic basis pursuant to those terms and conditions as set forth in Exhibit "C."

5. Security Deposit. The Tenant will deposit with the Landlord security deposits of the first and last months' rent for the leased spaces as set forth in this Agreement according to the following schedule:

(a) The Tenant will deposit with Landlord a security deposit of the first and last months' rent for the subject leased space in the sum of \$ 708.48 at such time as the Tenant executes this Agreement.

The above deposits shall be held by the Landlord, with the exception of the first months' rental payment (without liability for interest), as security for the faithful performance by the Tenant, of all of the terms, conditions, and covenants of this Lease Agreement, which are to be kept and performed by the Tenant during the term hereof. If at any time during the term of this Lease, any of the lease payments herein shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue lease payments or other sums.

In the event of the failure by Tenant to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord, du

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to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue lease payments or other sums due and payable to Landlord, by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount, in cash, to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions, and properly comply with all of the lease payments herein provided for, as they fall due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the subject property, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

6. Use of Subject Property. Tenant shall use the subject property for the purpose of conducting its professional business activities and engaging in matters related thereto as more specifically set forth in Exhibit "A". Tenant shall not utilize the subject property for any other purpose or business activity without the prior written consent of Landlord.

7. Improvements by Landlord. Landlord, at its own expense, shall make the improvements to the subject property more fully described and listed in Exhibit "B", attached hereto and by this reference made a part hereof. In addition, Landlord, at its own expense, shall pay all property taxes, fire insurance, and utilities on the subject property, with the exception of janitorial services and telephone, which shall be paid by Tenant.

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8. Tenant's Obligations. Tenant agrees, at its own expense, to make all other improvements to the subject property, as set forth in Exhibit "B," to maintain all of the interior portions of the subject property and to pay all cleaning and janitorial costs therein; to provide its own insurance on its improvements and personal property installed or placed by Tenant in or on the subject property; to provide liability insurance as described in Paragraph 12 below; and to pay all costs and expenses of every nature in connection with Tenant's business activities on the subject property.

9. Improvements. It is specifically understood and agreed that Tenant shall be required, at its own expense, to make all improvements for furniture and fixtures to the subject property except as otherwise expressly provided herein. Any alteration, addition, or improvement to the real property made by Tenant shall, at Landlord's option, become the property of Landlord upon the expiration or sooner termination of this Lease; provided, however, that Landlord shall have the right at its election to require Tenant to remove such improvements and fixtures at Tenant's expense upon termination of this Lease.

10. Acceptance of Subject Property. Neither the Landlord nor its agents have made any representations with respect to the subject property, except as expressly set forth herein, and there are no rights, easements, or licenses acquired by Tenant, by implication or otherwise, except as expressly set forth by the provisions of this Lease. The taking and possession of the subject property by Tenant shall be conclusive evidence that Tenant accepts the same "as is," and that the subject property, and all appurtenances thereto, were in satisfactory condition at the time possession was taken.

11. Indemnity and Liability of Parties. This Lease is made upon the express condition that Landlord is to be free from all liability and claims, damages or injuries of every nature whatever, by any person whatsoever, including Tenant,

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and from any cause or causes whatsoever, in, upon or in any way connected with the subject property or the business activities of Tenant. Tenant hereby covenants and agrees to indemnify and hold Landlord harmless from any and all claims, damages or liabilities of every nature, including mechanics and material men's lien and attorney's fees, on account of, or arising out of any claims, damages or injuries, however occurring.

12. Insurance. Tenant shall, at all times during the term of this Lease, be responsible for any liability claims arising as a result of its acts or failure to act and shall maintain, at its discretion, appropriate insurance therefor. It is further understood that the Landlord has obtained liability insurance policy for the subject premises to protect Landlord against any liability claims. However, no assurance is given that such liability insurance shall protect or cover the Tenant for any of its acts or failure to act which might result in a liability claim.

13. Repair and Maintenance. Tenant shall at all times during the term hereof, and any extensions thereof, keep the subject property in slightly condition, and in good repair, and shall not permit the accumulation of any rubbish on the subject property. The word "repair" as used in this paragraph shall include any repairs, replacements, changes and/or additions to the subject property which may be required by any law, ordinance, regulation, ruling or order of any governmental body or authority, with respect to the subject property or the use and occupancy thereof. The provisions of this paragraph shall not apply to repairs or reconstruction in the event of damage by fire, or other casualty, or in the event of eminent domain, which shall be the responsibility of Landlord.

14. Destruction of the Subject Property. In the event of a partial destruction of the subject property during the term of this Lease, or any extension thereof, from any cause, Landlord shall forthwith repair the same, provided such repairs can be made within one hundred eighty (180) days under the laws

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and regulations of state, federal, county or municipal authorities; but such partial destruction shall, in no way, annul or void this Lease, except that the lease payments reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space. If such repairs cannot be made within 180 days, this Lease may be terminated at the option of either party.

15. Eminent Domain. If the whole of the subject property hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the term hereby granted shall cease on the day prior to the vesting of title in such authority, and lease payments hereunder shall be paid and adjusted as of that date.

If a portion of the subject property shall be taken and, as a result thereof, there shall be such a major change in the character of the subject property as to prevent Tenant from using the same in substantially the same manner as theretofore used, then and in that event Tenant, within fifteen (15) days after the date of such vesting of title, may either cancel and terminate this Lease as of the date when that part of the subject property so taken shall be required for such public purpose, or said Tenant may continue to occupy the remaining portion. In the event Tenant shall remain in possession and occupancy of the remaining portion of the subject property, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the lease payments reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining space; and provided, further, that Landlord shall, at Landlord's own expense, promptly and with all reasonable diligence, do such work as to make a complete architectural unit of the remainder of the subject property and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.

The entire award of damages or compensation for the subject property taken, or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be total or partial, shall belong to and be the property of Landlord, except for the value of the improvements made by Tenant in the basement portion of the subject property. Nothing herein contained shall be deemed or construed to prevent Tenant from interposing and prosecuting, in any condemnation proceeding, a claim for the value of any trade fixtures installed in the subject property by Tenant, and in the case of a partial condemnation of the subject property, the cost, loss or damages sustained by Tenant as the result of the alterations, modifications or repairs which may reasonably be required of Tenant in order to place the remaining portion of the subject property, not so condemned, in a suitable condition for Tenant's further occupancy.

16. Remedies on Default. Should default be made in the payment of any of the lease payments to be paid hereunder, and such default continue for a period of thirty (30) days after written notice from Landlord to Tenant, or should Tenant default in the performance or observance of any covenant, condition or consideration herein required to be performed or observed by Tenant, and if such default continues for a period of thirty (30) days after written notice from Landlord to Tenant specifying such default, then in such event it shall be lawful for Landlord, at its sole option, to declare the term hereof ended and to reenter the subject property and take possession thereof and remove all persons or property therefrom, and Tenant shall have no further claim thereon or hereunder; provided, however, that if the default complained of (money payment excepted) is of such a nature that the same cannot be rectified within the period allowed for curing such default, then such default shall be deemed to be rectified if Tenant shall have commenced within such period to cure Tenant's breach, Tenant shall with all diligence proceed to rectify such default.

In the alternative, Landlord, at its option, and without declaring this Lease ended, may reenter the subject property and relet the whole or any part thereof, for and on the account of Tenant for the remaining portion of the lease term, and on such other terms and conditions and for such reasonable rent as Landlord may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same toward the amount due, or thereafter become due, from Tenant. Should such rental be less than that herein agreed to be paid by Tenant, Tenant shall pay to Landlord the difference between the agreed lease payment under the terms of this Lease and the rental under the new Lease Agreement during the remainder of this Lease.

In the event Landlord shall incur any costs in connection with the reentry of the subject property, placing the same in good order and condition or repairing or altering the same for reletting as above set forth, Tenant shall reimburse Landlord for such costs.

It is also further agreed by and between the parties hereto that in case of any default as described in the preceding paragraph, the Landlord shall also send notice of such default to any designated creditor of the Tenant. Such notice shall give said designated creditor forty-five (45) days after written receipt of said default to rectify the Tenant's default in and on behalf of the Tenant by paying all deficient rents, costs and fees incurred in such default or rectifying any default under the terms of the Lease and allowing the creditor to assume and take over the obligations of this Lease Agreement. A designated creditor shall mean any creditor whose name and address has been previously submitted to the Landlord in writing by the Tenant indicating to the Landlord that such creditor shall be designated as a party to be notified under the terms of this paragraph of the Lease.

17. Liens and Encumbrances. Tenant agrees that it shall not take any actions, nor make any representations in

connection with the subject property, nor Tenant's business activities on the subject property, which shall have the affect of, or result in, the attachment of any lien or other encumbrance to the subject property or otherwise to interfere with Landlord's title to the underlying real property.

18. Assignment and Subletting. Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the subject property, without the prior written consent of Landlord in each instance, except as hereinafter provided. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include the prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the subject property, or any part thereof, be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved; but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of its covenants and agreements specified herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, conditions and covenants of this Lease without the express written consent of Landlord.

19. Entry by Landlord. Landlord or its agents shall have the right to enter and inspect the subject property upon notice to Tenant and at reasonable times and in such manner so as not to interfere with Tenant's business, to examine the subject property and to show the subject property to prospective purchasers or lessees of the subject property and to make such repairs, alterations, improvements or additions as Landlord

may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the subject property that may be required therefor without the same constituting an eviction of the Tenant, in whole or in part, and the lease payments reserved herein shall in no wise abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. Such repairs, alterations and improvements shall be made in such a way as not to interfere with or meaningfully distract from the design and interior decoration of the health club and health spa areas. In the case of emergency, if Tenant or Tenant's agent shall not be personally present to open and permit an entry into the subject property at any time when Landlord or Landlord's agent may enter the same by a master key or may forceably enter the same without in any manner affecting the obligations and covenants of this Lease, any damage caused to property by Landlord would be repaired by the Landlord at its cost. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the subject property, or any part thereof, except as otherwise herein specifically provided.

20. Regulations. Tenant covenants and agrees to make no unlawful or offensive use of the subject property and to comply with all of the statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal or other governmental authorities, and to acquire, at its own expense, all necessary licenses and permits in connection with the subject property and Tenant's business activities thereon.

21. Quiet Enjoyment. Subject to the provisions hereof respecting eminent domain, Landlord warrants and represents that it shall place and maintain Tenant in the peaceful and undisturbed possession of the subject property throughout the entire term of this Lease (including any extensions thereof) so long as Tenant pays the lease payments and performs all of its covenants as specified herein. This Lease shall be subject

and subordinate to the lien of any mortgage or mortgages or trust deed or deeds which may be placed upon the subject property or the underlying real property by Landlord, and Tenant covenants that it will execute and deliver to Landlord or to the nominee of Landlord proper subordination agreements to this effect at any time upon the request of Landlord and without payment being made therefor. Landlord agrees not to create any lien or encumbrance on the subject property which shall adversely affect Tenant's right or interest in this Lease or in the subject property, and to defend and indemnify Tenant against all damage or expense suffered by Tenant as a result of the creation or enforcement of any such lien or encumbrance. Any mortgage or deed of trust executed by Landlord upon the subject property shall be upon the condition that the mortgages or trustee upon foreclosure or exercise of power of sale shall be subject to this Lease and Tenant's rights hereunder as provided by law. In the event of any failure of Landlord to abide by the provisions hereof, or in the event of any default of Landlord in performance of its obligations to the holder of an encumbrance on the subject property, Tenant may at its election cure any default under any such mortgage or deed of trust but shall not be obligated to do so, and Tenant may deduct the cost of curing such default from the lease payments thereafter to be paid pursuant to this Lease, and Tenant shall thereupon be subrogated to the rights of the holder of such mortgage or deed or trust against Landlord.

22. Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of lease payments hereunder by Landlord shall not be deemed to be a waiver of any preceeding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular lease payment so accepted, regardless of Landlord's knowledge of such preceeding breach

at the time of acceptance of such lease payment. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

23. Entire Agreement. This Agreement contains the entire Agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

24. Force Majeure. In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, natural disaster, or other reason of a like nature, not the fault of the party delayed in performing work or doing acts required under the term of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from payment of any lease payment, additional lease payment or other payments required by the terms of this Lease.

25. Delivery of Subject Property. Tenant agrees to deliver up the subject property to Landlord at the expiration of this Lease Agreement in as good a condition as when the same was entered into by Tenant, reasonable wear and tear excepted.

26. Default. If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights arising under this Agreement.

27. Notices. Any notices sent to the parties may be sent to them at the following addresses by certified or registered mail:

Landlord: C. Dean Larsen
200 North Main Street, Suite 200
Salt Lake City, Utah 84103

Tenant: 32 Exchange Place #105 601
Salt Lake City, Utah 84111

28. Headings and Paragraph Numbers. Headings and Paragraph Numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction or effect of this Agreement.

29. Invalid Provision. If any provisions of this Agreement shall be determined to be void or unenforceable, such determination shall not effect the validity of any remaining portion of this Agreement, and any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

30. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, successors-in-interest, assigns and transferees.

31. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the subject property, and this Lease becomes effective as a Lease, only upon execution and delivery thereof by Landlord and Tenant.

32. Governing Law. The terms and conditions of this Agreement shall be governed according to the laws of the State of Utah. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

LANDLORD:

COMMERCIAL CLUB, LTD.,
A Utah Limited Partnership

BY: C. Dean Larsen

ITS: See General Partnership

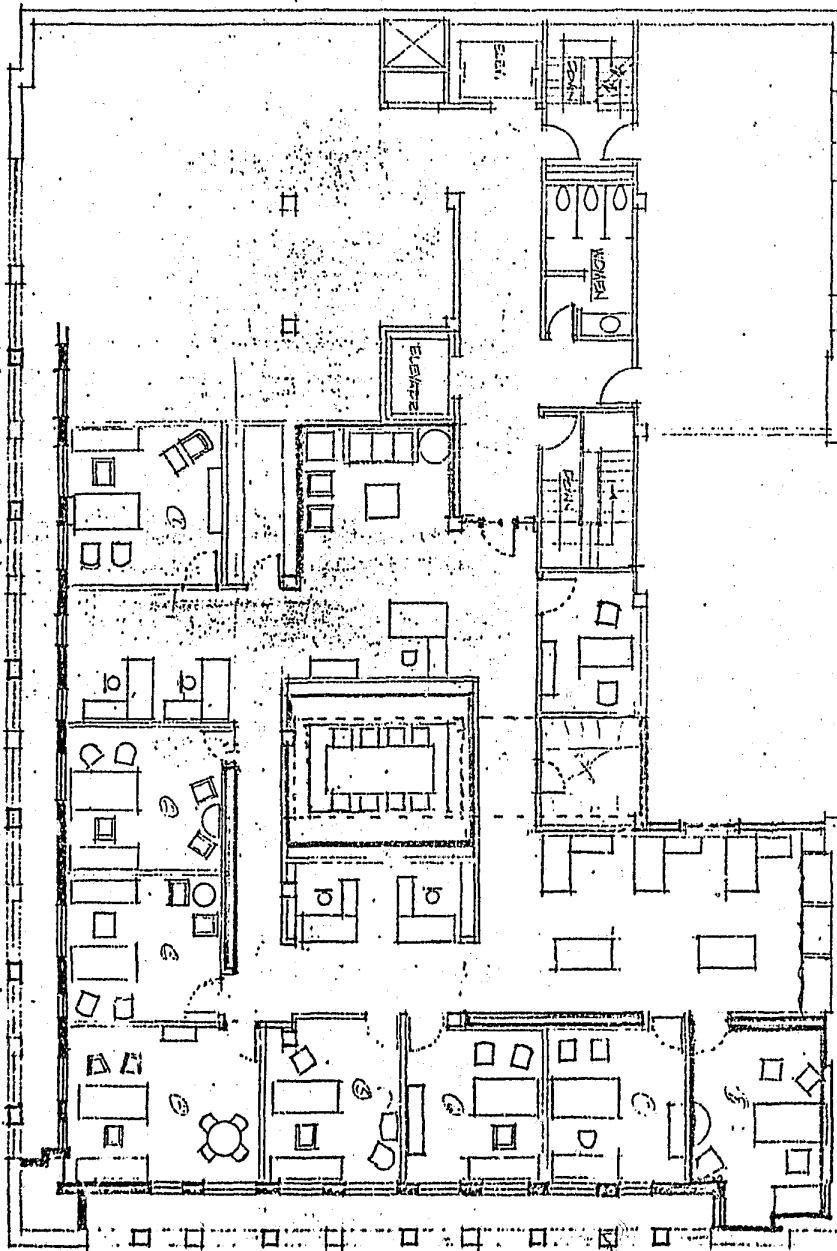
TENANT:

Fredrick N. Green
FREDERICK N. GREEN

Rick D. Higgins
RICK D. HIGGINS

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EXHIBIT "A"

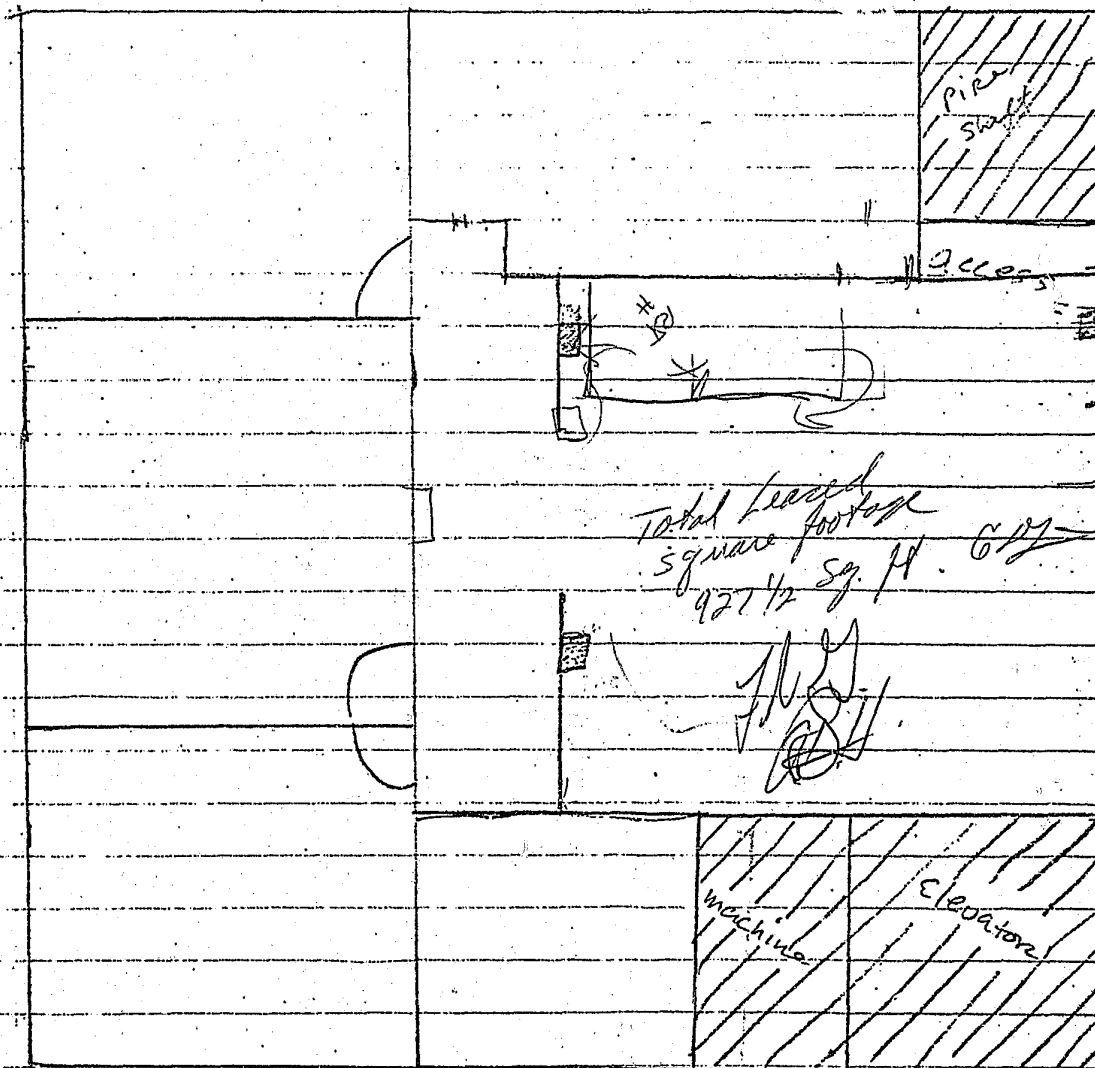


INTERIOR WORK:

1. Mahogany base (5 1/2")
2. Mahogany door trim (4 1/2")
3. 6 panel doors
4. Mahogany panel in office #8/w bookcase
5. Mahogany bookcases (2) in halls.
6. Mahogany panel in reception
7. Conference Room Mahogany panel to wainscott bookcases counter height
8. Skylight in Conference Room
9. Carpeting of an agreed quality (up to "Stratton")
10. Window Blinds

SIXTH FLOOR PLAN

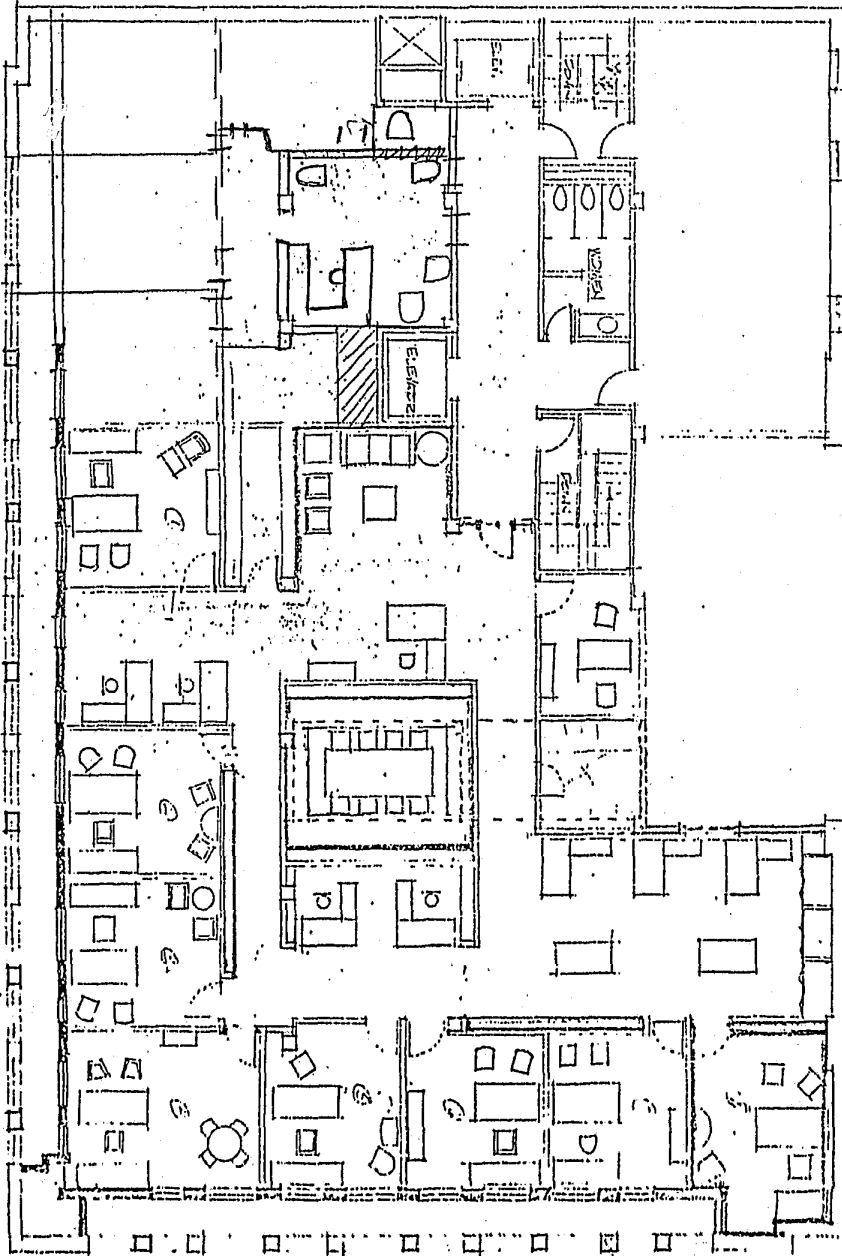
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The above constitutes a preliminary sketch and plan of the Tenants' leased space. The Landlord will complete this space as above provided, except the Tenants agree to provide all of their own wall coverings. Said wall coverings are to be approved by Landlord prior to installation.

Consideration for this work by the Tenants is reflected in the Tenants' monthly rent rates.

EXHIBIT "A"



INTERIOR WORK:

1. Mahogany base (5 1/2")
2. Mahogany door trim (4 1/2")
3. 6 panel doors
4. Mahogany panel office #8/w book
5. Mahogany bookca (2) in halls.
6. Mahogany panel reception
7. Conference Room Mahogany panel wainscott bookc counter height
8. Skylight in Conference Room
9. Carpeting of an agreed quality (up to "Stranger")
10. Window Blinds

OFFICE FLOOR PLAN

ADDENDUM
LEASE AGREEMENT

THIS ADDENDUM is made to that Lease Agreement entered into as of the 3rd day of March, 1976, by and between COMMERCIAL CLUB, LTD., A Utah Limited Partnership, hereinafter referred to as "LANDLORD," and FREDERICK N. GREEN and RICK D. HIGGINS, hereinafter referred to as "TENANT."

It is expressly understood by and between the parties hereto that should any terms or conditions of this Addendum conflict with the terms or conditions of the basic Lease Agreement that the terms of the Addendum shall prevail.

The purpose and intent of this Addendum is to modify some of the basic provisions of the Lease Agreement as set forth in the attached Lease.

It is understood that Section 3 of the basic Lease shall be amended as follows:

It is the intent of the parties hereto that the space for the Tenants shall be ready for occupancy on or about 1 April, 1976. However, it is further understood that the space is currently under renovation and may not be ready for occupancy as of the 1st of April, 1976. Accordingly, the Landlord shall provide occupancy as soon after the 1st of April, 1976 as reasonably possible, and by the 15th of April at the latest. If space is not available by the 15th of April, on the designated 6th floor of the Commercial Club Building as herein set forth, temporary, comparable and suitable space shall be made available to the Tenants.

It is understood that initially only Frederick Green shall require space in the building until such time as Rick Higgins returns from the studies in California, which shall be on or about June ____, 1976.

It is further understood that the Law Firm, Kipp and Christian, which will take the balance of the space on the 6th floor, will not take possession until 1 June, 1976. As a result, it is anticipated that substantial renovation will be underway on the 6th floor during the months of April and May, 1976. Accordingly, it is agreed between the parties hereto that no rent will be charged to them until 1 May, 1976 and at that time they will only be required to pay two-thirds (2/3) of the regular monthly rent until October 1, 1976, and that this rent shall only be charged as of 1 May, 1976 upon condition that the 6th floor premises are basicly ready for occupancy. If the premises are not ready as of 1 May, 1976, then the two-thirds (2/3) rent shall not commence until such time as the space is basicly ready for occupancy.

"Ready for occupancy" shall mean that the office space for Frederick Green has been completed except for a wall covering and the office reception area is in reasonably completed status, and that the plumbing, lavatories, electrical facilities are functioning and that one elevator to the 6th floor is working satisfactorily. Additionally, the entrance and lobby to the space should be in a substantial usable condition without obstruction of scaffolding, building materials and other matters, notwithstanding the fact that additional restoration and renovation work is continuing on other sections of the 6th floor. Heat shall also be provided to the subject 6th floor office space prior to readiness for occupancy.

The parties hereto acknowledge that the air conditioning shall not be completed until May or June of 1976 and this shall not constitute a condition for readiness of occupancy.

Section 2 of the Lease shall be modified in this regard:

The parties hereto agree that this is a two-year Lease subject to a two-year option to renew by the Tenants at the same base rent, subject to the adjustments as provided in the attached Lease document. The two-year term of this Lease shall commence as of the date the Tenants commence paying rent as set forth above.

Section 4 shall be amended as follows:

Any decrease in the Tenants' proportionate share of property taxes, utilities or in a cost of living index decrease shall be reflected in a reduction of rent.

Section 11 shall be amended as follows:

The following provisions shall be added to Paragraph 11. The Landlord shall be responsible for any structural defects in the building and the Tenant shall not be responsible for any liability arising out of the use of the common areas unless such liability shall result from the tenants' negligence.

Section 13 shall be amended as follows:

The Tenant shall be responsible for all common minor, ordinary and tenantable repairs. All extraordinary repairs, including those required by law, ordinance, regulations or ruling of governmental body or authority affecting the capital improvements of the building shall be the responsible of Landlord.

Section 14 shall be amended as follows:

The following clause shall be added to the end of the first sentence of Section 14, "and disruption or interference with Tenants' business."

Section 18 is amended as follows:

The Landlord hereby and herewith gives its consent to the Tenant to assign the herein provided Lease rights of the Tenant to the Small Business Administration or

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other appropriate lenders for security purposes in obtaining an SBA loan, and the Landlord further consents that the third office space in that area being leased by the Tenants may be subleased as additional professional offices to third parties.

Section 19 shall be amended as follows:

Any repairs, alterations or improvements made to the Tenants' leased space or other involved space in the building, shall not interfere with or meaningfully distract from the Tenants' business and if such repairs, alterations and/or improvements prove unreasonably burdensome, then an appropriate rent adjustment shall be made with the Tenant as mutually agreed by and between the parties hereto.

Section 24 shall be amended as follows:

It is understood that the terms and conditions of Section 24 shall be subject to the amendments of Section 3 as set forth in this Addendum above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first hereinabove first written.

LANDLORD:

COMMERCIAL CLUB, LTD.,
A Utah Limited Partnership

BY: *William J. Green*

ITS: *Gen. Annual Partner*

TENANT:

Frederick N. Green
FREDERICK N. GREEN

Rick D. Higgins
RICK D. HIGGINS