

This instrument prepared by:  
John D. Claybrook, Esq.  
Waller Lansden Dortch & Davis,  
A Professional Limited Liability Company  
511 Union Street, Suite 2100  
Nashville, Tennessee 37219-1780

ENT 97187 BK 4457 PG 644  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1997 Dec 08 2:01 PM FEE 16.00 BY JW  
RECORDED FOR SECURITY TITLE AND ABSTRACT

46387

STATE OF UTAH  
COUNTY OF UTAH

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and is effective as of the 14th day of November, 1997, by and between MOUNTAIN VIEW HOSPITAL, INC., a Utah corporation, as landlord ("Landlord"), having a mailing address of c/o Columbia/HCA Healthcare Corporation, One Park Plaza, Nashville, Tennessee 37203, and BOYER OREM MEDICAL, L.C., a Utah limited liability company, as tenant ("Tenant"), having a mailing address of 127 South 500 East, Suite 100, Salt Lake City, Utah 84102, under the following circumstances:

A. Landlord and Tenant have entered into a Ground Lease (the "Lease"), wherein Landlord has leased to Tenant (i) the parcel of land situated in the City of Orem, Utah County, Utah, and being more particularly described in Exhibit A attached hereto (the "Land"); (ii) a non-exclusive right in common with Landlord to use and occupy those certain parking areas, drives, sidewalks, utility improvements and related structures, improvements and amenities located on real property adjacent to the Land, and being more particularly described in Exhibit B attached hereto. The Land and those real property rights described in clauses (i) and (ii) above are hereinafter referred to as the "Leased Premises."

B. Landlord and Tenant desire to enter into this Memorandum of Lease which is to be recorded in order that third parties may have notice of Tenant's interest in the Leased Premises and of the existence of the Lease.

NOW, THEREFORE, Landlord, in consideration of the rents, covenants and agreements on the part of Tenant to be paid and performed, hereby lets and demises to Tenant the Leased Premises, all in accordance with the terms of the Lease.

1. The Leased Premises are leased for a term beginning on November 14, 1997 and ending on November 13, 2037. Pursuant to the terms of the Lease, Tenant has the option to extend the term of the Lease for up to four (4) consecutive, additional ten (10) year periods.

2. Pursuant to the provisions of Section 31 of the Lease, Landlord has a right of first refusal with respect to any "Transfer" (as defined in Section 31.1 of the Lease) of Tenant's interest under the Lease and a right to purchase the "MOB Improvements" (as defined in Section 3.2(d) of the Lease) on the terms set forth in Section 3.2 of the Lease.

3. Pursuant to the terms of Section 35 of the Lease, in the event that, during the first five (5) years of the term of the Lease, Tenant obtains the necessary permits and governmental authorizations required for the lawful subdivision and conveyance of the

264751.01

LTC #1876

Land as a separate parcel of real property, Landlord will convey the Land to Tenant by Special Warranty Deed.

4. All the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though written out at length herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document provided, however, that in the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern.

6. This Memorandum of Lease may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly signed by their respective signatories thereunto duly authorized as of the day and year first above written.

**LANDLORD:**

**MOUNTAIN VIEW HOSPITAL, INC., a  
Utah corporation**

By: Howard K. Patterson  
Name: HOWARD K. PATTERSON  
Title: VICE PRESIDENT

**TENANT:**

**BOYER OREM MEDICAL, L.C., a Utah  
limited liability corporation**

By: H. H. Boyer  
Name: H. H. BOYER  
Title: CHAIRMAN & MANAGER

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

SS:

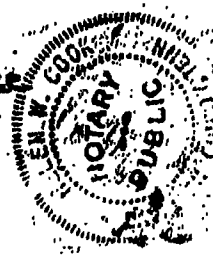
ENT 97187 M 4457 M 646

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of November, 1997, by Herman R. Barnes, Vice. Pres. of MOUNTAIN VIEW HOSPITAL, INC., a Utah corporation, on behalf of said corporation.

Helen W. Cook  
Notary Public

My Commission expires:  
September 26, 1998

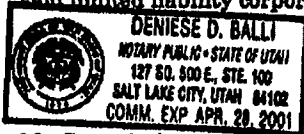
Residing at:  
Nashville, Tennessee  
Davidson County



STATE OF UTAH )  
COUNTY OF UTAH )

SS:

The foregoing instrument was acknowledged before me this 5 day of December, 1997, by R. Roger Boyer of BOYER OREM MEDICAL, L.C., a Utah limited liability corporation, on behalf of said limited liability corporation.



Deniese D. Balli  
Notary Public

My Commission expires:  
4-27-01

Residing at:  
Salt Lake County

**EXHIBIT A**

ENT 97187 M 4457 P8 647

**Description of the Land**

The following tract of land located in Utah County, State of Utah:

Beginning at the southwest corner of the building site which point is North 847.913 feet and East 409.410 feet from the West  $\frac{1}{4}$  corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $00^{\circ}35'27''$  West 108.5385 feet; thence North  $44^{\circ}24'33''$  East partially along the face of the southeast entrance of the Orem Health Care Center 41.05 feet; thence North  $0^{\circ}35'37''$  West 10.18 feet; thence North  $89^{\circ}24'33''$  East 191.06 feet; thence South  $00^{\circ}35'27''$  East 147.75 feet; thence South  $89^{\circ}24'33''$  West 220.0833 feet to the point of beginning. (Being a portion of Lot 1, OREM HEALTH CARE SUBDIVISION, FLAT "A".)

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