

5

When Recorded Return To:

William A. Stokes
IASIS Healthcare
117 Seaboard Lane, Building E
Franklin, TN 37067

5-097910

16-05-201-006

12622925
9/25/2017 2:42:00 PM \$18.00
Book - 10601 Pg - 9170-9174
ADAM GARDINER
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 5 P.

MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE

This MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE ("Memorandum") is made and executed as of the 21st day of September, 2017, by and between SALT LAKE REGIONAL MEDICAL CENTER, LP, a Delaware limited partnership ("Landlord"), and THE LODGE PROPERTIES, LLC, a Utah limited liability company ("Tenant").

This instrument refers to that certain SECOND AMENDMENT TO GROUND LEASE dated September 21st, 2017, between Landlord and Tenant (the "Second Amendment"), to which reference is made for a full recitation of the terms and provisions thereof. Capitalized terms used herein but not otherwise defined herein are defined in that certain Ground Lease dated March 14, 1986 (the "Original Lease"), as amended by that certain First Amendment dated March 10, 1994 (the "First Amendment"; the Original Lease and the First Amendment being herein collectively referred to as the "Existing Lease"; and the Existing Lease and the Second Amendment being hereinafter collectively referred to as the "Ground Lease"), with respect to a certain parcel of land located at the Southwestern corner of South Temple and 11th Street East, with an address of 24 South 1100 East, Salt Lake City, Utah, on the campus of Salt Lake Regional Medical Center, Salt Lake City, Utah ("Building"), and as further described on Exhibit A attached hereto and incorporated herein (the "Land").


1. **PROPERTY AFFECTED:** The Second Amendment covers the Land that is described on Exhibit A attached to the Second Amendment and to this Memorandum.
2. **TERM:** The Ground Lease is for a Primary Term of sixty (60) years together with permitted extensions or renewals (collectively, the "Term"), beginning on the Commencement Date of March 14, 1986 (as referred to in the original Memorandum of Ground Lease and Ground Lease). Subject to Tenant's construction of Capital Improvements in accordance with the provisions of Section 1 of the Second Amendment, Tenant shall have two options to extend Primary Term for consecutive periods of fifteen (15) additional years each (each additional fifteen (15) year period is hereinafter referred to as an "Extension Period" and are collectively known as "Extension Periods") with respect to the Premises so that Tenant may extend the Term for a total of (30) additional years. The Primary Term and all Extension Periods shall be automatically extended, without any action or notice by Tenant, for each Extension Period, unless Tenant gives written notice to Landlord of Tenants intent not to extend the Primary Term or then current Extension Period, as applicable, which written notice Tenant shall deliver to Landlord no less than ninety (90) days prior to the expiration of the then current Primary Term or Extension Period, as applicable in accordance with the provisions of the Ground Lease.

3. **RIGHT OF FIRST REFUSAL:** Tenant will notify Landlord if and when it places the Improvements and/or its leasehold interest in the Ground Lease for sale on the market. If Tenant receives a third-party offer, which Tenant wishes to accept, to purchase or otherwise acquire title to the Improvements and/or Tenant's leasehold interest in the Ground Lease, or an option for the foregoing, before such offer may be accepted, Tenant shall provide written notice to Landlord of said third-party offer, as determined in accordance with the provisions of the Second Amendment.
4. **RENT:** The Ground Lease provides for rentals to be paid by Tenant to Landlord consisting of a Base Rent which escalates as provided therein, and a Fair Market Value Rent as also provided therein.
5. **USE:** Tenant shall use the Premises solely for construction and operation of the Building and necessary related Improvements, to be subleased to and occupied by Subtenants who are (i) Qualified Persons or Qualified Entities for the practice of their respective medical specialties, or a Substitute Subtenant, and (ii) otherwise in compliance with all recorded covenants, requirements and restrictions applicable to the Premises.
6. **TENANT'S OBLIGATIONS:** The obligations of Tenant under the Ground Lease include the payment of all taxes and assessments of every nature against the Land and Improvements, payment of insurance as required therein, payment of all repairs and maintenance and other expenses associated with the subject property.
7. **NO HYPOTHICATION OF LANDLORD'S INTEREST:** Notwithstanding any provision in the Ground Lease to the contrary, under no circumstances shall Landlord's fee simple interest in the Land or its reversionary interest in the Building, Improvements and/or Premises be hypothecated, subject to, or subordinated to, any lien, security interest or other encumbrance given to secure in whole or in part any indebtedness of Tenant secured by a lien on all or any part of Tenant's interest in the Building, Improvements and/or Premises and/or this Lease. Tenant shall cause any existing mortgage, deed of trust or other security instrument in violation of the preceding sentence to be immediately released of record and shall promptly deliver to Landlord a copy of the release instrument as recorded.
8. **OTHER:** The Ground Lease further provides, among other things, for obligations and allocations for reconstruction or otherwise of proceeds of insurance or condemnation awards in the event of damage, destruction, or taking of any or all of the subject property by power of eminent domain. The Ground Lease further provides for defaults and remedies, together with other matters appropriate for such documents. All terms and provisions of this Memorandum are subject to the terms and provisions of the Second Amendment, which shall control and take precedence over this Memorandum in every respect. A copy of the Second Amendment may be made available to any bona-fide interested party by written request to either the Landlord or Tenant.

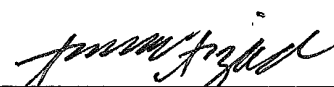
IN WITNESS WHEREOF the undersigned have hereunto set our hands as of the date first above stated.

LANDLORD: SALT LAKE REGIONAL MEDICAL CENTER, LP, a Delaware limited partnership

By: IASIS Healthcare Holdings, Inc., a Delaware corporation, its General Partner

By: 
William A. Stokes, Vice President

TENANT: THE LODGE PROPERTIES, LLC, a Utah limited liability company

By: 
Aaron Aizad, Manager

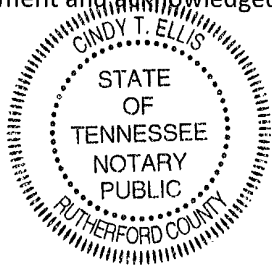
[Acknowledgments appear on following page.]

ACKNOWLEDGEMENT OF LANDLORD

State of Tennessee)

County of Rutherford

On the 21st day of September, 2017, before me a Notary Public, personally appeared, William A. Stokes, Vice President of IASIS Healthcare Holdings, Inc., a Delaware corporation and general partner of Salt Lake Regional Medical Center, LP, a Delaware limited partnership, proven to me through satisfactory evidence, who is personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose.



Cindy T. Ellis
Signature of Notary

Cindy T. Ellis
Printed Name of Notary

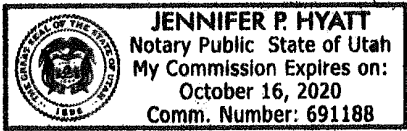
My commission expires:
6-21-2020

ACKNOWLEDGEMENT OF TENANT

State of Utah)

County of Salt Lake)

On the 22nd day of September, 2017, before me a Notary Public, personally appeared, Aaron Aizad, as Manager of THE LODGE PROPERTIES, LLC, a Utah limited liability company, proven to me through satisfactory evidence, who is personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose.



Jennifer P. Hyatt
Signature of Notary

Jennifer P. Hyatt
Printed Name of Notary

My commission expires
10-16-20

Exhibit A

Legal Description

Land in Salt Lake County, Utah, described as follows:

Beginning at the Northeast corner of Block 36, Plat "F", Salt Lake City Survey and running thence South 89°58'31" West 116.00 feet along the North line of said Block 36; thence South 00°01'29" East 148.00 feet; thence South 89°58'31" West 26.00 feet; thence South 00°01'29" East 66.00 feet; thence North 89°58'31" East 142.46 feet to the East line of said Block 36; thence North 00°08'48" West along said East line 214.00 feet to the point of beginning.