

ATC-D71312

110

4590416
26 FEBRUARY 88 01:42 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

When Recorded Return To:

Walter H. Allen
Vice Pres. & Gen. Counsel
Mediplex Medical Bldg. Corp.
1400 Two Energy Square
4849 Greenville Avenue
Dallas, Texas 75206

4590416

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is made and executed as of this 24th day of February, 1988, by and between:

HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah nonprofit corporation, as "Landlord", and

SALT LAKE CITY PROFESSIONAL BUILDING, LTD., a Utah limited partnership, as "Tenant".

This instrument reflects the substance of that certain GROUND LEASE dated as of March 14, 1986, between Landlord and Tenant (the "Ground Lease"). [Capitalized terms used herein are defined in the Ground Lease].

PROPERTY AFFECTED: The Ground Lease covers the Land which is a parcel of real property situated in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein.

TERM: The Ground Lease is for a Primary Term of sixty (60) years together with any permitted extensions or renewals (collectively, the "Term"), beginning on the Commencement Date of March 14, 1986. At the end of the Primary Term Tenant has the option, upon at least sixty (60) days advance written notice, to extend the Primary Term for a period of five (5) additional years, upon substantially the same terms and conditions, and Tenant has a similar option to extend for an additional period of five (5) years upon similar notice.

PURCHASE OPTION: Effective beginning at the end of the first forty (40) years of the Primary Term of the Ground Lease, and at the end of each five (5) year period of the Term thereafter, Landlord has the right and option to purchase the Improvements on the subject property (as defined in the Ground Lease) at the fair market value thereof, exclusive of the value of the Land, as determined in accordance with the provisions of the Ground Lease.

BOOK: 6006 PAGE: 2449

ATC-D71312

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.

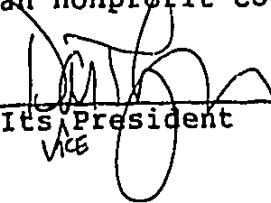
USE: Tenant shall use the Land and the Improvements solely for construction and operation of a Building to be developed and constructed at the expense of Tenant and subleased to and occupied by Subtenants who are (i) Qualified Persons or Qualified Entities for the practice of their respective medical specialties, or (ii) otherwise approved by Landlord, and only in accordance with the further restrictions on use of the Premises presented in the Ethical and Religious Directives for Catholic Health Facilities as evidenced by Exhibit "C" to the Ground Lease.

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.

OTHER: The Ground Lease further provides 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.

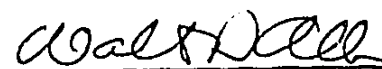
IN WITNESS WHEREOF we have hereunto set our hands as of the date first above stated.

LANDLORD: HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah nonprofit corporation

By: 
Its President
VICE

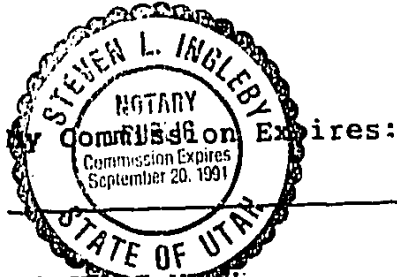
TENANT: SALT LAKE CITY PROFESSIONAL BUILDING, LTD., a Utah limited partnership

By: SALT LAKE PROFESSIONAL BUILDING, INC., a Utah corporation, Its General Partner

By: 
Its President

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

On the 26th day of February, 1988, personally appeared before me, Walter H. Allen, who being by me duly sworn, did say that he is the President of SALT LAKE PROFESSIONAL BUILDING, INC., a Utah corporation, that SALT LAKE PROFESSIONAL BUILDING, INC. is the General Partner of SALT LAKE CITY PROFESSIONAL BUILDING, LTD., a Utah limited partnership, and that said instrument was signed by SALT LAKE PROFESSIONAL BUILDING, INC. in behalf of said limited partnership pursuant to a Resolution of the Board of Directors of SALT LAKE PROFESSIONAL BUILDING, INC., and said Walter H. Allen acknowledged to me that said limited partnership executed the same.



Steven L. Ingleby
NOTARY PUBLIC

Residing At:

Salt Lake County, Utah

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

On the 26th day of February, 1988, personally appeared before me, Kenneth H. Rock, who being by me duly sworn, did say that he is the President of HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah non-profit corporation, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors and said Kenneth H. Rock acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing At:

My Commission Expires:

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

On the 26th day of February, 1988, personally appeared before me, Walter H. Allen, who being by me duly sworn, did say that he is the President of SALT LAKE PROFESSIONAL BUILDING, INC., a Utah corporation, that SALT LAKE PROFESSIONAL BUILDING, INC. is the General Partner of SALT LAKE CITY PROFESSIONAL BUILDING, LTD., a Utah limited partnership, and that said instrument was signed by SALT LAKE PROFESSIONAL BUILDING, INC. in behalf of said limited partnership pursuant to a Resolution of the Board of Directors of SALT LAKE PROFESSIONAL BUILDING, INC., and said Walter H. Allen acknowledged to me that said limited partnership executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing At:

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

On the 26th day of February, 1988, personally appeared before me, Don Thompson, who being by me duly sworn, did say that he is the Vice President of HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah non-profit corporation, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors and said Don Thompson acknowledged to me that said corporation executed the same.

Anna Jensen
NOTARY PUBLIC

My Commission Expires:

Residing At:

3-24-1991

Beautiful, Utah

BOOK 6006 PAGE 2452



EXHIBIT "A"

Real Property Description

That certain real property located in Salt Lake County, State of Utah and more particularly 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.