



### Project Sign Agreement

Effective as of *18 August*, 2020, Mountain View Hospital, Inc. (“MVH”), Mountain View Nursing and Rehabilitation, Inc. d/b/a Parkway Health (“Parkway Health”), and Payson Medical Associates, L.L.C. (“PMA”) enter into this agreement pertaining to the proposed project sign to be placed on the real property located at the south-east corner of Professional Way and Highway 198 in Payson, Utah, Tax ID:46:588:0014 (the “Project Sign”).

WHEREAS, MVH owns the real property located at 1204 E. Hwy 198, Payson, Utah, Tax IDs: 46:588:0014 and 30:030:0075 (the “MVH Parcels”);

WHEREAS, Parkway Health owns the real property located at 55 S. Professional Way, Payson, Utah, Tax IDs: 30:030:0076 and 30:030:0071 (the “Parkway Health Parcels”);

WHEREAS, PMA owns the real property located at 97 S. Professional Way, Payson, Utah, Tax ID: 49:636:0003 (the “PMA Parcel”);

WHEREAS, MVH entered into a Lease Agreement with Parkway and PMA dated January 1, 2020 (the “Lease”, attached as **Exhibit A** hereto) for the lease of the Leased Premises (as such term is defined in the Lease) to erect and maintain the Project Sign as well to grant an easement to access, maintain and supply the Project Sign with electricity;

WHEREAS, the Parties desire to enter into this agreement related to the Project Sign.

NOW, THEREFORE, the Parties agree as follows:

1. The Lease shall inure to the benefit of any successors-in-interest of the MVH Parcels, the Parkway Health Parcels or the PMA Parcel and such successors-in-interest shall have access to the Project Sign as set forth in the Lease.

2. Any successors-in-interest of the MVH Parcels, the Parkway Health Parcels or the PMA Parcel must abide by the terms and conditions of the Lease, including, but not limited to, payment of rent, share of maintenance costs and use of the Project Sign, as may be amended from time-to-time.

*Signatures appear on the next page.*

*Legal descriptions and lease follow.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

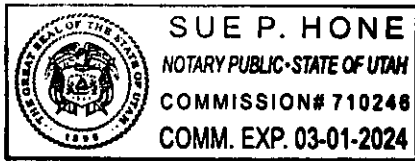
Mountain View Hospital, Inc.

By: [Signature]  
Name: KEVIN A. JOHNSON  
Title: CEO

State of Utah  
County of Utah

The foregoing instrument was acknowledged before me this 8/25/2020 (date)  
Kevin A Johnson (name of person acknowledged)

Notary Public  
Name: Sue P Hone  
Commission Expires: 3-1-2024

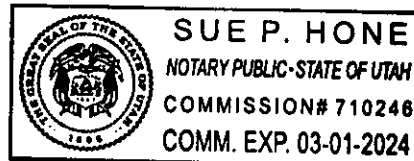


Payson Medical Associates, L.L.C.  
By: [Signature]  
Name: Robert Clark, MD  
Title: President

State of Utah  
County of Utah

The foregoing instrument was acknowledged before me this 8/25/2020 (date)  
Robert Clark, MD (name of person acknowledged)

Notary Public  
Name: Sue P Hone  
Commission Expires: 3-1-2024



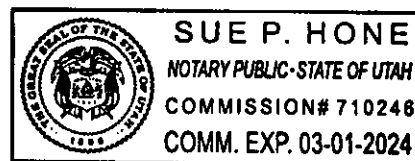
Mountain View Nursing and Rehabilitation, Inc.  
d/b/a Parkway Health

By: [Signature]  
Name: C. Todd Bramm  
Title: Co-Owner

State of Utah  
County of Utah

The foregoing instrument was acknowledged before me this 8/25/2020 (date)  
C. Todd Bramm (name of person acknowledged)

Notary Public  
Name: Sue P Hone  
Commission Expires: 3-1-2024



### Legal Descriptions

**Mountain View Hospital Parcel 46:588:0014:** PART LOT 2, PLAT A, MTN VIEW HOSPITAL AMENDED SUB DESCRIBED AS FOLLOWS; COM S 0 DEG 0' 1" E 1341.55 FT & S 89 DEG 59' 59" W 144.35 FT FR E 1/4 COR. SEC. 9, T9S, R2E, SLB&M.; N 77 DEG 5' 34" E 67.47 FT; S 423.66 FT; N 89 DEG 42' 48" W 178.18 FT; N 0 DEG 0' 4" E 153.1 FT; ALONG A CURVE TO L (CHORD BEARS: N 6 DEG 54' 55" W 110.31 FT, RADIUS = 458 FT); N 13 DEG 49' 55" W 110.77 FT; N 76 DEG 9' 10" E 156.71 FT TO BEG. AREA 1.725 AC.

**Mountain View Hospital Parcel 30:030:0075:** COM N 0 DEG 22' 32" W 915.33 FT & E 35.15 FT FR SW COR. SEC. 10, T9S, R2E, SLB&M.; N 89 DEG 42' 47" W 124.63 FT; N 0 DEG 4' 20" E 425.44 FT; N 77 DEG 26' 44" E 127.72 FT; S 0 DEG 4' 20" W 453.83 FT TO BEG. AREA 1.258 AC.

**Parkway Health Parcel 30:030:0076:** COM N 941.13 FT & E 29.18 FT FR SW COR. SEC. 10, T9S, R2E, SLB&M.; N 0 DEG 4' 20" E 428.02 FT; N 77 DEG 26' 44" E 177.84 FT; N 76 DEG 57' 3" E 208.67 FT; S 0 DEG 17' 13" W 373.25 FT; S 45 DEG 0' 0" W 200.41 FT; N 89 DEG 42' 47" W 233.83 FT TO BEG. AREA 3.835 AC

**Parkway Health Parcel 30:030:0071:** COM N 480.59 FT & E 401.72 FT FR SW COR. SEC. 10, T9S, R2E, SLB&M.; N 89 DEG 55' 40" W 369.24 FT; N 0 DEG 4' 20" E 18.28 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 6' 11" E 26.87 FT, RADIUS = 18 FT) ARC LENGTH = 30.33 FEET; N 0 DEG 0' 1" W 177.22 FT; ALONG A CURVE TO L (CHORD BEARS: N 44 DEG 59' 36" W 7.07 FT, RADIUS = 5 FT) ARC LENGTH = 7.85 FEET; N 89 DEG 59' 57" W 143.26 FT; N 0 DEG 4' 20" E 31 FT; S 89 DEG 59' 57" E 143.04 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 0' 1" E 7.07 FT, RADIUS = 5 FT) ARC LENGTH = 7.85 FEET; N 179.69 FT; S 89 DEG 42' 47" E 185 FT; N 45 DEG 0' 0" E 236.73 FT; S 0 DEG 17' 13" W 601.08 FT TO BEG. AREA 3.929 AC.

**Payson Medical Associates Parcel 49:636:0003:** COMMON AREA, PAYSON MEDICAL-DENTAL PLAZA CONDOMINIUMS. AREA 0.450 AC. ALSO COMMON AREA, PAYSON MEDICAL-DENTAL PLAZA CONDOMINIUMS. AREA 0.629 AC. ALSO COMMON AREA, PAYSON MEDICAL-DENTAL PLAZA CONDOMINIUMS. AREA 0.147 AC. ALSO COMMON AREA, PAYSON MEDICAL-DENTAL PLAZA CONDOMINIUMS. AREA 0.033 AC. TOTAL AREA 1.259 AC.

*Lease Agreement on next pages*



MOUNTAIN STAR

Mountain View Hospital

## GROUND LEASE FOR SIGNAGE

**THIS GROUND LEASE FOR SIGN** (this "Lease") is made and entered into this 7th day of August, 2020, by and between **MOUNTAIN VIEW HOSPITAL, INC.** (hereinafter called the "Lessor") and **PAYSON MEDICAL ASSOCIATES, LLC** (hereinafter called the "Lessee").

**WITNESSETH:**

**1. AGREEMENT TO LEASE.** (a) LESSOR hereby leases and grants to LESSEE the right to erect one (1) monument sign (the "Sign") on that certain parcel of land located at the corner of East 100 North and Professional Way, Payson, Utah, which parcel is marked and shown as "Site A" on Exhibit A attached hereto and made a part hereof (the "Leased Premises"). The base of the Sign will measure no more than six feet by four feet and the sign will be no more than twenty feet high, nine feet wide and three feet thick. The Sign may have up to five LED panels on each side.

(b) Lessor hereby grants Lessee an easement for access to the Leased Premises of all necessary utilities and appurtenances for operation, construction, maintenance and removal of the Sign. Lessee will be responsible for all utilities used in conjunction with the Sign, including without limitation electrical power costs, and Lessee will promptly pay the same. All power and power line locations to provide illumination for the Sign will require the prior approval of the Lessor. Further, all access or access points to the Sign will be in areas designated and approved by the Lessor. Prior to submitting any applications to the appropriate governmental authorities for approval of the Sign and/or a building permit, Lessee will advise Lessor on the location of the Sign and all power, power line and access points on Lessor's property to the Leased Premises. If mutually acceptable power, power line and access points on Lessor's property for the Sign cannot be agreed upon within ninety (90) days after the date of this Lease, either party may terminate this Lease.

**2. TERM.** The initial term of this Lease will commence on the date both parties have executed this instrument (hereinafter called the ("Commencement Date"), and unless terminated earlier in the manner hereinafter set forth, will continue for an initial term of twenty (20) years. So long as Lessee is not in default of any of its obligations under this Lease at the time of exercise, Lessee will have the right to extend the term of this Lease, upon the same terms and conditions herein set forth, for up to two (2) consecutive terms of five (5) years each (each five-year extension is referred to here as a "Renewal Term."

**3. RENT; TAXES.** (a) In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, Lessee agrees to pay as rental to Lessor rental payments at the rate of \$910.00 per year in equal monthly installments of \$75.83 ("Base Rent"), which payments will be payable in advance on or before the first (1<sup>st</sup>) day of each month. Base Rent for any partial calendar month during the term of this Lease will be prorated on a *per diem* basis. If any installment of Base Rent or any other sums due from Lessee is not received by Lessor within five (5) days of the date due, Lessee will pay to Lessor a late charge equal to five percent (5%) of such overdue amount. Acceptance of such late charge by Lessor will in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted under this Lease. Further, any amount payable by Lessee to Lessor if not paid when due, will bear interest from the date due until paid at the lesser of the highest rate permitted by applicable law or five percent (5%) per annum. Payment of interest will not excuse or cure any event of default by Lessee. Lessee will send Base Rent payments to Lessor's property manager, **CBRE, at 1220 East 3900 South, Suite 2H Salt Lake City, Utah 84124.**

(b) Base Rent will increase on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Base Rent in effect for the month immediately preceding the anniversary of the Commencement Date.

(c) This Lease is an absolute "net" Lease. Lessee shall pay all Base Rent due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, set-offs, counterclaims, abatements, suspensions or defenses of any kind. It is the intention of the parties that the obligations of Lessee shall be separate and independent covenants, that the Base Rent and all other charges payable by Lessee shall continue to be payable in all events, and that the obligations of Lessee shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified by written agreement between Lessor and Lessee pursuant to an express provision of this Lease. Lessee shall pay and be responsible to Lessor for all costs, expenses, obligations, liabilities and acts necessary to and for the proper use, operation, maintenance, care and occupancy of the Leased Premises. In particular, without limiting the foregoing, Lessee will be solely responsible for the payment of taxes, if any, that are due as a result of this Lease, the use of the Leased Premises by Lessee, the existence of the Sign and any other items placed upon Leased Premises by Lessee.

**4. ASSIGNMENT; SUBLETTING.** This Lease may be assigned or sublet by Lessee only upon Lessor's prior written consent, which Lessor may withhold in its sole and absolute discretion. This Lease will bind and inure to the benefit of the parties and their respective permitted assigns, heirs, executors, representatives, and successors, including any subsequent owners of the Leased Premises. Lessor agrees that Lessee may lease panels on the Sign to providers of health care services operating on the campus of Mountain View Hospital in Payson, Utah; provided, however, that no person or entity may lease panels on the Sign if such person or entity is a competitor of Lessor, which determination Lessor will have the right to make in its sole and absolute discretion.

#### **5. LESSEE'S OBLIGATIONS.**

(a) Maintenance. Lessee agrees, at its sole cost, to maintain the Sign and all related or ancillary improvements or facilities at all times in a good, clean and sightly condition, and Lessee will be solely responsible throughout the term of this Lease for all maintenance, upkeep, painting and illumination of the Sign.

(b) Compliance with Laws. Lessee will comply with any and all municipal, federal, state and county governmental laws, statutes, rules, regulations, codes, covenants and agreements. Lessee agrees to obtain any and all licenses and permits required for the installation and use of the Sign at Lessee's sole cost.

(c) Use of Sign. Lessee agrees that use of the Sign will be limited to identification of its own health care business and that of the other health care businesses described above in Section 4.

(d) Insurance. Lessee will obtain and keep in full force and effect during the term of this Lease at its own cost and expense Commercial Liability Insurance, such insurance to afford protection in an amount of not less than \$1,000,000 for injury or death to any one person, \$1,000,000 for injury or death arising out of any one occurrence, and \$1,000,000 for damage to property, protecting and naming the Lessor and Lessee as insureds against any and all claims for personal injury, death or property damage arising out of Lessee's acts or omissions in connection with Lessee's use of the Leased Premises or the easement rights herein granted. Lessee will pay all premiums and charges therefore and upon failure to do so Lessor may, but will not be obligated to, make such payments and in such latter event the Lessor agrees to pay the amount thereof to Lessor on demand and said sums will be deemed to be additional rent and in each instance collectible on the first day of any month following the date of notice to Lessee in the same manner as though it were rent originally reserved hereunder. The appropriate certificates of insurance will be deposited with the Lessor together with any

renewals, replacements or endorsements to the end that said insurance will be in full force and effect during the term of this Lease.

(e) Indemnity. Lessee will indemnify, defend and hold Lessor harmless from any and all damage, loss, cost, expense, liability and claims, arising out of Lessee's acts or omissions in connection with Lessee's use of the Leased Premises or the easement rights herein granted, including without limitation acts of Lessee, its agents, employees or others employed in the construction, maintenance, repair or removal of the Sign or any related or ancillary improvements or facilities on the Leased Premises or easement areas.

(f) No Liens. Lessee will not cause or permit any liens to be filed on the Leased Premises or on any other property owned by Lessor.

**6. FIXTURES.** All structures, displays, and materials placed upon the Leased Premises or an easement area by the Lessee are Lessee's trade fixtures and equipment (including below-grade improvements), and will be and remain the Lessee's property. Upon expiration or termination of this Lease for any reason, Lessee will remove any and all such structures, displays, and materials (including below-grade improvements) within ten (10) days after termination or expiration and return the Leased Premises to its original, pre-Lease condition. Any such structures, displays and materials, including below-grade improvements left by Lessee after ten (10) days will be forever abandoned by Lessee and become the exclusive property of Lessor.

## **7. DEFAULT; REMEDIES.**

(a) In addition to any other act or omission that would constitute a default under this Lease, each of the following will constitute an "Event of Default" hereunder:

(1) if applicable, if Lessee fails to pay Base Rent or any other payment when due hereunder, and such failure continues for more than ten (10) days after Lessor's delivery to Lessee of written notice of delinquency; or

(2) if Lessee fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Lessee under this Lease (other than the obligation to pay rent) for a period of fifteen (15) days after Lessor's delivery to Lessee of written notice of such default.

(b) Upon the occurrence of an Event of Default, Lessor will have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(1) Terminate this Lease, in which event Lessee will surrender the Leased Premises to Lessee within ten (10) days. If Lessee fails to do so, Lessor may, without any further notice and without prejudice to any other remedy Lessor may have for possession or arrearages in rental, enter upon and take possession of the Leased Premises and remove Lessee and its effects, including, without limitation, the Sign.

(2) If the Event of Default relates to nonpayment of rent or any other monetary sum due hereunder, terminate this Lease, in which event Lessee's default will be deemed a total and entire breach of Lessee's obligations under this Lease and Lessee immediately will become liable for liquidated damages in an amount equal to (i) the unpaid rental due as of the date of termination, and (ii) the present value of ninety (90) days of Base Rent. It is acknowledged and agreed that the amounts which Lessor is entitled to recover under this paragraph constitute liquidated damages and not a penalty for Lessee's defaults related to nonpayment of rental. Such amounts constitute the parties' best, good faith, and reasonable estimate of the damages which would be suffered by Lessor in the event any such default occurs, the exact amount of such damages being difficult or impractical to calculate.

**8. NOTICES.** All notices or demands to be delivered hereunder will be given in writing and delivered by overnight or same day courier service or certified mail with return receipt requested and will be delivered to the following address by:

As to Lessor:

Mountain View Hospital  
100 East 100 North  
Payson, Utah 84651  
Attn: Kevin Johnson, CEO

With a copy to:

Mountain View Hospital, Inc.  
One Park Plaza  
Nashville, Tennessee 37203  
Attn: Real Estate Department

As to Lessee:

Payson Medical Associates, LLC  
97 Professional Way, Suite 2  
Payson, Utah 84651  
Attn: Dr. Robert Clark

or to such other address or addresses as may from time to time hereafter be designated by Lessor and Lessee by like notice.

**9. ENTIRE AGREEMENT.** Neither Lessor nor Lessee will be bound by any agreement or representation, expressed or implied, not contained herein. This Lease will be deemed to have been accepted and its terms enforceable only when executed by both parties in the spaces provided. Following such execution, it will inure to the benefit of and be binding upon the parties hereto and their respective tenants, heirs, successors, personal representatives, executors, administrators and assigns.

**10. RELATIONSHIP OF PARTIES.** Nothing contained in this Lease will be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

**11. LEASE NOTICE.** Lessee may not record this Lease or any memorandum or short version of this Lease.

**12. NO BROKER COMMISSIONS.** The parties engaged no brokers in connection with this Lease. Lessee agrees that if any claim should be made for commissions by any broker by reason of any act of Lessee or its representatives, Lessee will indemnify, defend and hold Lessor free and harmless from any and all loss, liabilities and expenses in connection therewith.

**13. NO EXCLUDED INDIVIDUALS.** Neither Lessee nor any partner or member of Lessee nor any owner of a beneficial interest in Lessee or any partner or member of Lessee (i) is currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. §1320a-7b(f) (the "**Federal Health Care Programs**"); (ii) has been convicted of a criminal offense related to the provision of health care items or services; or (iii) is under investigation or is otherwise aware of any circumstances which may result in Lessee, any partner or

member of Lessee or any owner of a beneficial interest in Lessee or any partner or member of Lessee being excluded from participation in any Federal Health Care Program. The foregoing representation will be an ongoing representation and warranty during the term of this Lease and Lessee will immediately notify Lessor in writing of any change in the status of the representation and warranty set forth in this Section, which at time Lessor will have the right to terminate this Lease immediately. Lessee covenants and agrees that it will not knowingly employ or contract with any individual or entity who is excluded, debarred or otherwise ineligible to participate in Medicare or any Federal Health Care Program. Any breach of this Section will give Lessee the right to terminate this Lease immediately.

**14. MISCELLANEOUS.** The parties acknowledge and agree that this Lease will be governed by the laws of the State of Utah without regard to its conflict of law provisions. This Lease may be executed in multiple counterparts, each of which will be deemed an original.


(SIGNATURES APPEAR ON THE FOLLOWING PAGE)



**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease to be executed as of the dates set forth below their respective signatures.

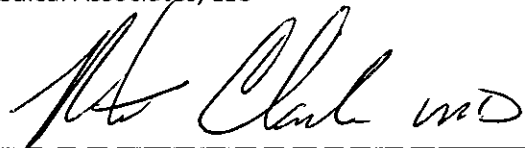
**LESSOR:**

Mountain View Hospital, Inc.

By:   
Name: Kevin Johnson 8/7/2020  
Title: Chief Executive Officer

**LESSEE:**

Payson Medical Associates, LLC

By:   
Name: Robert Clark, MD  
Title: Physician, President Payson Medical Associates, LLC

