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WHEN RECORDED RETURN TO:  
Carla F. Fenswick, Esq.  
WALLER LANSDEN DORTCH & DAVIS, LLP  
511 Union Street  
Suite 2700  
Nashville, TN 37219

EH 2952067 PG 1 OF 4  
LEANN H KILTS, WEBER COUNTY RECORDER  
14-NOV-18 909 AM FEE \$16.00 DEP JKC  
REC FOR: WALLER LANSDEN DORTCH DAVIS

**AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE,  
CONSENT TO ASSIGNMENT, AND CLARIFICATION AND MEMORANDUM OF  
GROUND LEASE**

This AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, CONSENT TO ASSIGNMENT, AND CLARIFICATION AND MEMORANDUM OF GROUND LEASE (this "Amendment") is made as of October 24<sup>th</sup> 2018, (the "Amendment Effective Date"), by and between Columbia Ogden Medical Center, Inc., a Utah coporation ("Lessor") and HCPI/Utah, LLC, a Utah limited liability company ("Lessee"), under the following circumstances:

Lessor, as successor in interest to St. Benedict's Hospital and Lessee, as successor by assignment from Boyer Ogden Medical Associates No. 2, Ltd., are parties to that certain Ground Lease Agreement dated as of April 29, 1991, as disclosed by that certain Assignment and Assumption of Ground Lease, Consent to Assignment, and Clarification and Memorandum of Ground Lease dated as of January 25, 1999 and of record as Entry No. 1608039 in Book 1987 at Page 2444 of the Official Records of the Weber County, Utah Recorder (the "Memorandum" and collectively, the "Ground Lease"); and

Lessor and Lessee are executing this Amendment to update the Memorandum to reflect certain changes to the Ground Lease.

NOW THEREFORE, in consideration of the promises and the agreements and covenants contained herein, Lessor and Lessee agree that the Memorandum is amended and modified as follows:

- 1. Effective as of the Amendment Effective Date, the second sentence of Paragraph 5 of the Memorandum is hereby deleted in its entirety and replaced with the following:

"The initial term of the Ground Lease is forty (40) years, commencing February 1, 1991. The first renewal term under the Ground Lease is ten (10) years, commencing February 1, 2031. The second renewal term under the Ground Lease is ten (10) years, commencing February 1, 2041. Lessee has been granted one (1) renewal option for a period of twenty-five years, to be exercised not less than one (1) year prior to the expiration of the second renewal term of the Ground Lease."

- 2. Except as amended by this Amendment, the Memorandum is not otherwise amended, and the Memorandum remains in full force and effect, as amended hereby. In the

event of a conflict between the terms of this Amendment and the terms of the Memorandum, the terms of this Amendment shall control. Defined terms used in this Amendment not defined herein shall have the meaning set forth in the Memorandum.

*[signatures on following pages]*

[

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first above written.

**LESSOR:**

**COLUMBIA OGDEN MEDICAL CENTER, INC.,** a Utah corporation

By: *Nicholas L. Paul*

Name: Nicholas L. Paul

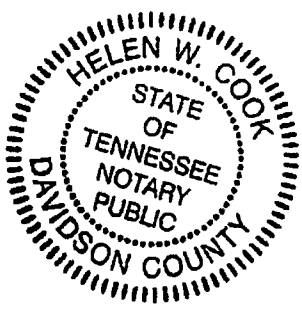
Title: Vice President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The foregoing instrument as acknowledged before me this 24<sup>th</sup> day of October 2018, by Nicholas L. Paul, the Vice President of Columbia Ogden Medical Center, Inc., a Utah corporation.

*Don W. Cook*  
Notary Public  
Residing at: Nashville, Tennessee

My Commission Expires:  
January 3, 2022



**LESSEE:**

**HCPI/UTAH, LLC**, a Utah limited liability company

By HCP, Inc., its managing member

By: *Glenn Preston*

Name: Glenn Preston

Title: Senior managing director

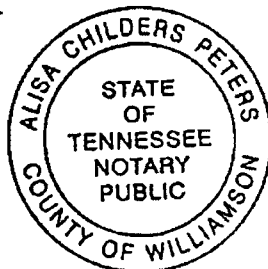
STATE OF Tennessee

COUNTY OF Williamson

The foregoing instrument as acknowledged before me this 19th day of October, 2018, by Glenn Preston, the Senior managing director of HCP, Inc., the managing member of HCPI/Utah, LLC, a Utah limited liability company.

*Alisa Childers Peters*  
Notary Public  
Residing at: Franklin, TN

My Commission Expires:  
February 15, 2021



My Comm. Expires  
February 15, 2021