

3159411

Recorded AUG 28 1978
Request of Zions of 11540 ac.
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 9.50 By Patricia Brown Deputy
REC. Patricia Brown

Box 38880-84125

HOLY CROSS HOSPITAL OF SALT LAKE CITY

Lessor

AND

SALT LAKE CITY, UTAH

Lessee

GROUND LEASE

Dated as of June 1, 1978

THIS GROUND LEASE AND THE LEASEHOLD ESTATE HEREBY
CREATED HAVE BEEN ASSIGNED AND MORTGAGED TO ZIONS
FIRST NATIONAL BANK, AS TRUSTEE UNDER A TRUST
INDENTURE AND INDENTURE OF MORTGAGE, DATED AS OF
JUNE 1, 1978, FROM SALT LAKE CITY, UTAH.

This instrument was prepared by:

C.R. Foltz
Attorney at Law
111 West Monroe Street
Chicago, Illinois 60603

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THIS IS A GROUND LEASE dated as of June 1, 1978 between HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah not for profit corporation, as Lessor (the "Hospital"), and SALT LAKE CITY, UTAH (the "City"), a municipal corporation of the State of Utah, as Lessee.

R E C I T A L S:

Pursuant to the Utah Industrial Facilities Development Act (the "Act") the City has, with the approval of the Hospital, concurrently issued and sold its Hospital Revenue Bonds, Series 1978 (Holy Cross Hospital Project) (the "Bonds"), in the aggregate principal amount of \$11,000,000 under and pursuant to the provisions of that certain Trust Indenture and Indenture of Mortgage, dated as of June 1, 1978 (the "Indenture"), from the City to Zions First National Bank, as Trustee (the "Trustee"), for the purpose of acquiring a leasehold estate in certain hospital facility owned by the Hospital and located on the real estate described in Exhibit A attached hereto and made a part hereof (such land and facilities being herein called the "Hospital Facility") at a price sufficient to retire certain long term indebtedness of the Hospital incurred to finance the construction of the Hospital Facility and also for the purpose of acquiring and constructing additional capital improvements to the Hospital Facility, all for the primary benefit of all persons residing within the boundaries of the City. The Hospital accordingly desires to lease the Hospital Facility to the City pursuant to this Ground Lease. The City, in turn, will lease the Hospital Facility back to the Hospital pursuant to that certain Lease, dated as of June 1, 1978 (the "Lease"), between the City, as lessor, and the Hospital, as lessee, being executed and delivered concurrently herewith.

The Hospital and the City accordingly hereby covenant and agree as follows:

Section 1. Lease of Hospital Facility. The Hospital hereby demises and leases the Hospital Facility to the City, and the City hereby hires, takes and leases the Hospital Facility from the Hospital, for the term, at the rental and on the conditions set forth, subject to Permitted Encumbrances as defined in the Lease.

Section 2. Lease Term. The lease term for the Hospital Facility shall commence on the date of delivery of this Ground Lease and shall end on June 1, 2019. Notwithstanding the foregoing, this Ground Lease may be terminated by the Hospital on any date prior to June 1, 2019 upon not less than 10 days' prior written notice to the City, if on the date of such notice the Hospital's obligations under both the Lease and the Guaranty and Security Agreement, dated as of June 1, 1978, between the Hospital and the Trustee, have been fully performed and discharged. Upon any termination of this Ground Lease, the City will execute and deliver to the Hospital such appropriate instruments of release as the Hospital may reasonably request and will surrender all rights to possession of the Hospital Facility to the Hospital.

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Section 3. Rent. The City agrees to pay the Hospital rent for the Hospital Facility in the amount of \$10,697,500 plus accrued interest on the Bonds from June 1, 1978 to and including August 30, 1978, being the purchase price of the Bonds, payable concurrently herewith by making the application and deposits of the proceeds from the sale of the Bonds specified in Section 301 of the Indenture. The Hospital hereby acknowledges receipt in full of such rent.

Section 4. Use of Hospital Facility. So long as neither the Lease nor the Hospital's rights of possession as Lessee thereunder have been terminated by the City pursuant to Section 7.2 of the Lease, the City shall hold and use the Hospital Facility only for lease to the Hospital, as Lessee under the Lease, and shall not sell or assign its rights hereunder nor the leasehold estate hereby created, except pursuant to the Indenture. Upon any such termination, the City may use the Hospital Facility for any lawful purpose, may sell or assign its rights hereunder or the leasehold estate hereby created to any person or persons without the consent of the Hospital, and may enter upon the Hospital Facility for purposes of taking possession thereof.

Section 5. Amendments. If the Lease is amended pursuant to Section 8.2 thereof, the Hospital and the City agree to amend this Ground Lease in similar fashion. No other amendment may be made to this Ground Lease without the prior written consent of the Trustee.

Section 6. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed as follows:

If to the City, at: Salt Lake City, Utah
City and County Building
Salt Lake City, Utah 84102

Attention: City Attorney

If to the Hospital, at: Holy Cross Hospital of Salt Lake City
1045 East First South Street
Salt Lake City, Utah 84102

Attention: Administrator

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Hospital to the other shall also be given to the Trustee, addressed to the Trustee at Zions First National Bank, P.O. Box 30880, Salt Lake City, Utah 84125, Attention: Corporate Trust Department. The City, the Hospital and

the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7. Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the City and the Hospital and their respective successors and assigns.

Section 8. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 9. Applicable Law. This Ground Lease shall be governed exclusively by the applicable laws of the State of Utah.

Section 10. Execution in Counterparts. This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Hospital and the City have caused this Ground Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

[SEAL]

HOLY CROSS HOSPITAL OF SALT LAKE CITY

ATTEST:



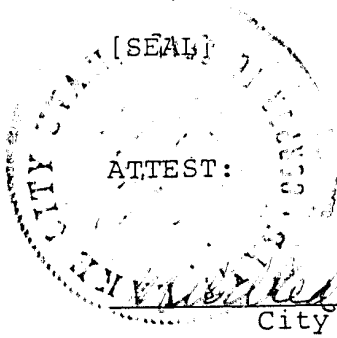
By Joseph Frank
President

Sister Joanne Updegraff
Secretary

[SEAL]

SALT LAKE CITY, UTAH

ATTEST:



By Richard W. [Signature]
Mayor

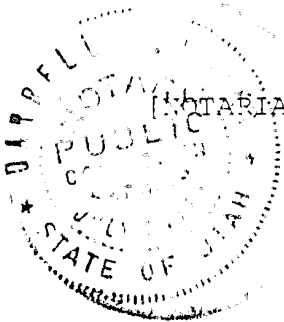
Richard W. [Signature]
City Recorder

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STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 25th day of August A.D. 1978, personally appeared before me Joseph Rosenblatt, who, being by me duly sworn, did say that he is the President of HOLY CROSS HOSPITAL OF SALT LAKE CITY and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees, and said Joseph Rosenblatt acknowledged to me that said corporation executed the same.

Doreen B. Lynch
Notary Public



[NOTARIAL SEAL]

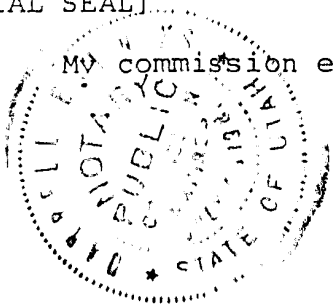
My commission expires: 7-6-81

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 25th day of August A.D. 1978, personally appeared before me Ted L. Wilson, who, being by me duly sworn, did say that he is the Mayor of SALT LAKE CITY, UTAH and that said instrument was signed in behalf of said City by authority of a resolution of its Board of Commissioners, and said Ted L. Wilson acknowledged to me that said City executed the same.

Doreen B. Lynch
Notary Public

[NOTARIAL SEAL]



My commission expires: 7-6-81

EXHIBIT A

LEGAL DESCRIPTION

All of Block 36, Plat "F", Salt Lake City Survey.
Less the following described Parcel:

Beginning at a point which is North 356.48 feet,
and East 384.13 feet from the intersection of Tenth East
Street and First South Street; thence North $88^{\circ}57'10''$ East
38.9 feet; thence South $1^{\circ}02'50''$ West 20.5 feet; thence
South $88^{\circ}57'10''$ West 3.5 feet; thence South $1^{\circ}02'50''$ East
54.3 feet; thence South $88^{\circ}57'10''$ West 12.4 feet; thence
South $1^{\circ}02'50''$ East 100 feet; thence South $88^{\circ}57'10''$ West
10.0 feet; thence North $1^{\circ}02'50''$ West 83.25 feet; thence
South $88^{\circ}57'10''$ West 22.6 feet; thence North $1^{\circ}02'50''$ West
10.75 feet; thence North $88^{\circ}57'10''$ East 22.6 feet; thence
North $1^{\circ}02'50''$ West 6.0 feet; thence South $88^{\circ}57'10''$ West
13.0 feet; thence North $1^{\circ}02'50''$ West 74.8 feet to the
point of beginning. Basis of bearings for this
description is the centerline between monuments on Tenth
East Street of North $0^{\circ}00'46''$ West.