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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims PLC (MSP)
150 Third Avenue South
Suite 2800
Nashville, Tennessee 37201

PIN 27-05-251-019-2000, 27-05-251-019
-2001 and 27-05-251-019-2002

78507 AE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“**Memorandum**”) is entered into as of the 8th day of October, 2015, by and between JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited partnership (“**Landlord**”) and RW JVCC, LLC, a Utah limited liability company (“**Tenant**”).

WHEREAS Landlord and Tenant have entered into that certain Ground Lease dated October 8, 2015 (the “**Lease**”) relating to certain real property located in Salt Lake County, Utah and more particularly described on attached Exhibit “A”; and

WHEREAS Landlord and Tenant wish to memorialize the existence of the Lease and certain specific terms contained therein.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Capitalized Terms. Except as otherwise indicated herein, capitalized terms used in this Memorandum are defined as set forth in the Lease.
2. Term. The initial term of the Lease is for a period of ninety-nine (99) years commencing on the Lease Commencement Date, as such term is defined in the Lease. Subject to the terms and conditions set forth in the Lease, Tenant has the option to extend the term of the Lease for three (3) additional periods of fifteen (15) years each.
3. Permitted Use. Except as set forth elsewhere in the Lease, including, without limitation, Section 4.5, neither Tenant nor any subtenant shall use or cause the use of the Ground Leased Premises for any purpose other than as a medical clinic building / medical office building. Tenant shall not lease or sublease any space within the Building or enter in any sublease with respect to the Building that allows any use that is incompatible (defined below) with the operation of the Medical Center without the prior written consent of the operator of the Medical Center, which consent may be withheld or denied in the sole and absolute discretion of such operator. For purposes of the Lease, an “**incompatible**” use shall be defined as: any use, except a use for which the operator of the Medical Center has granted its prior written consent, constituting a Commercial Ancillary Facility (defined below) in direct competition with services provided by the Medical Center at the time a subtenant of a Commercial Ancillary Facility

executes a sublease for space within the Building. For purposes of the Lease, the term “**Commercial Ancillary Facility**” shall mean and include any facility for the provision of any commercial laboratory, x-ray, radiological “imaging”, radiographic service, outpatient surgical facility, or any other medical or medically related service provided on a commercial basis to third-party users who are not patients of physicians who are subtenants within the Building. “**Commercial Ancillary Facility**” shall not include services provided by the Medical Center within the Building pursuant to a sublease for space within the Building. Except as otherwise expressly permitted by the operator of the Medical Center in writing, no subtenant shall dispense any drugs or medicines to persons other than the subtenant’s own patients. In the practice of medicine at the Ground Leased Premises, a subtenant shall have the right to perform only such laboratory tests and diagnostic procedures which are ancillary, incidental to and in furtherance of the care and treatment of a subtenant’s patients, and not for third parties or for an independent profit motive. Prior to the installation and use of any diagnostic, laboratory or radiology equipment, a subtenant shall provide Landlord with a list of such equipment and its intended use, a list of any Hazardous Materials, as defined in Section 4.4.1 of the Lease, that will be used or generated in connection with such laboratory and/or diagnostic tests, and the subtenant’s proposed procedures for the use, storage and disposal of any such Hazardous Materials, including (but not limited to) the procedure for silver recovery for any radiology equipment. Landlord and Tenant agree that any use by Landlord under a space lease in the Building will be deemed to be a permitted use so long as said use does not violate any applicable laws, rules, ordinances, orders and regulations of governmental authorities.

4. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall prevail.

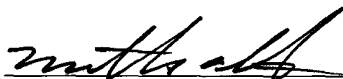
5. Selected Provisions. This Memorandum constitutes only a few selected provisions of the Lease, and interested parties should obtain a complete copy of the Lease from Landlord or Tenant and carefully review all provisions thereof.

IN WITNESS WHEREOF the parties have executed this Memorandum as of the date set forth above.

[Signature Page Follows]

LANDLORD:

JORDAN VALLEY MEDICAL CENTER, LP,
a Delaware limited partnership

By: 
Name: William A. Stokes
Title: Vice President

TENANT:

RW JVCC, LLC,
a Utah limited liability company

By: ROCKWORTH COMPANIES, LLC, a Utah
limited liability company
It's: Manager

By: _____
Name: Spencer H. Hess
Title: Manager

By: _____
Name: J. Blair Jenkins
Title: Manager

LANDLORD:

JORDAN VALLEY MEDICAL CENTER, LP,
a Delaware limited partnership

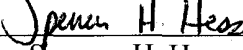
By: _____
Name: William A. Stokes
Title: Vice President

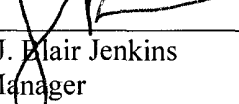
TENANT:

RW JVCC, LLC,
a Utah limited liability company

By: ROCKWORTH COMPANIES, LLC, a Utah
limited liability company

It's: Manager

By:  _____
Name: Spencer H. Hess
Title: Manager

By:  _____
Name: J. Blair Jenkins
Title: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

Personally appeared before me, the undersigned Notary Public, Spencer H. Hess, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of Rockworth Companies, LLC, a Utah limited liability company, Mangers of RW JVCC, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 9 day of October, 2015.

Stephanie Garahana
Notary Public

My Commission Expires: 3-23-2018



STATE OF UTAH

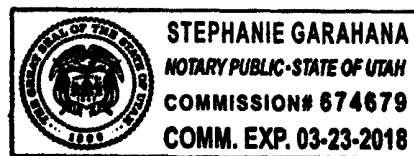
COUNTY OF SALT LAKE

Personally appeared before me, the undersigned Notary Public, J. Blair Jenkins, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of Rockworth Companies, LLC, a Utah limited liability company, Mangers of RW JVCC, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 9 day of October, 2015.

Stephanie Garahana
Notary Public

My Commission Expires: 3-23-2018



STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

WITNESS my hand, at office, this 9th day of October, 2015.

Cindy J Ellis
Notary Public

My Commission Expires: 8.22-16

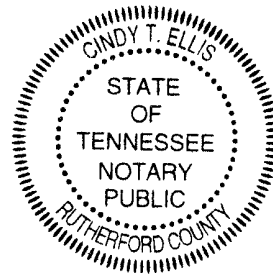


EXHIBIT "A"
TO
MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF GROUND LEASED PREMISES

That certain real property located in Salt Lake County, Utah more particularly described as follows:

A part of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, West Jordan City, Salt Lake County, Utah:

Beginning at a point which is 2537.92 feet North 89°13'35" West along the Section line and 956.13 feet North 0°46'23" East from the East Quarter Corner of said Section 5, and running thence due North 106.77 feet; thence due East 61.72 feet; thence due North 17.44 feet; thence due East 50.08 feet; thence due South 17.44 feet; thence due East 84.37 feet; thence due South 106.77 feet; thence due West 196.17 feet to the point of beginning.

Contains: 21,818 sq.ft.