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**AMENDMENT NO. 1 TO
HOSPITAL LEASE AGREEMENT**

3 **THIS AMENDMENT NO. 1 TO HOSPITAL LEASE AGREEMENT ("First**
4 **Amendment")** is made and entered into as of the 14th day of January, 2002 by and between
5 **DESERT HEALTHCARE DISTRICT** (fka Desert Hospital District), a political subdivision of
6 the State of California (the "**District**"), and **TENET HEALTHSYSTEM DESERT, INC.**, a
7 California corporation ("**Tenet**"), with reference to the following facts:

8 A. The District and Tenet are parties to that certain Hospital Lease Agreement dated
9 as of May 30, 1997 (the "**Lease**"), pursuant to which Tenet leases from the District the Leased
10 Premises. The Leased Premises include the Real Property identified on Schedule "1.1(a)" of the
11 Lease.

12 B. For the reasons stated in the Pre-Lease Agreement, Tenet and the District wish to
13 amend the Lease to delete from the Leased Premises that portion of the Real Property described
14 in **Exhibit "A"** attached hereto and hereinafter referred to as the "**Hanson House Site**".

15 **NOW, THEREFORE**, in consideration of the foregoing recitals and the agreements
16 herein contained, and for other good and valuable consideration, the receipt and sufficiency of
17 which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby
18 agree as follows.

19 **1. Definitions**

20 Unless otherwise defined in this First Amendment, all capitalized terms used
21 herein shall have the meanings given to them in the Lease.

22 **2. Deletion of Hanson House Site from Leased Premises**

23 Effective as of the date hereof, the Hanson House Site shall constitute a Retained
24 Asset for all purposes of the Lease. Accordingly, Schedule "1.1(a)" of the Lease is amended in
25 its entirety to read, from and after the date hereof, as set forth on **Exhibit "B"** attached hereto.

26 **3. Effect on Lease; General Provisions**


27 Except as set forth in this First Amendment, the terms and provisions of the Lease
28 are hereby ratified and declared to be in full force and effect. This First Amendment shall be
29 governed by the provisions of the Lease regarding choice of law, attorneys' fees, and successors
30 and assigns. This First Amendment shall become effective upon its execution, which may occur
31 in one or more counterparts, each of which shall be deemed an original, but all of which together
32 shall constitute one and the same instrument. Caption and paragraph headings are used herein
33 for convenience only, are not a part of this First Amendment or the Lease as amended by this
34 First Amendment and shall not be used in construing either document. Each reference to the
35 Lease in any agreement contemplated thereby or executed in connection therewith, whether or
36 not accompanied by reference to this First Amendment, shall be deemed a reference to the Lease
37 as amended by this First Amendment.

1 **IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date
2 written above.

3

Tenet:

TENET HEALTHSYSTEM DESERT, INC.

By:  1/14/02
Name: Kenneth W. Westbrook
Title: Authorized Signatory

District:

DESERT HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____

4

1 **IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date
2 written above.

3

Tenet:

TENET HEALTHSYSTEM DESERT, INC.

By: _____
Name: _____
Title: _____

District:

DESERT HEALTHCARE DISTRICT

By: Mark Matthews
Name: MARK MATTHEWS
Title: PRESIDENT

4

1 Exhibit "A"

2 Legal Description

3 of

4 Hanson House Site

5
6 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT
7 PORTION OF PARCEL 1 OF PARCEL MAP NO. 26805, ON FILE IN BOOK 188 AT PAGES 91 AND
8 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING IN THE NORTHWEST
9 QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., MORE
10 PARTICULARLY DESCRIBED AS FOLLOWS:
11

12 COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN CANYON DRIVE AND MEL
13 AVENUE AS SHOWN ON SAID PARCEL MAP NO. 26805;

14
15 THENCE NORTH 89°57'26" EAST ALONG SAID CENTERLINE OF MEL AVENUE, A DISTANCE
16 OF 660.91 FEET;

17
18 THENCE SOUTH 00°01'39" EAST, A DISTANCE OF 25.00 FEET TO AN ANGLE POINT IN THE
19 NORTHERLY BOUNDARY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 26805, AND THE
20 TRUE POINT OF BEGINNING;

21
22 THENCE NORTH 89°59'15" EAST ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE
23 OF 30.00 FEET;

24
25 THENCE SOUTH 00°01'08" WEST, A DISTANCE OF 305.39 FEET TO A POINT ON THE
26 SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1;

27
28 THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARY LINES OF
29 SAID PARCEL 1 THROUGH THE FOLLOWING ELEVEN (11) COURSES:

30
31 1. SOUTH 89°58'31" WEST, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT IN SAID
32 SOUTHERLY BOUNDARY LINE;

33
34 2. SOUTH 89°59'46" WEST, A DISTANCE OF 118.00 FEET TO A POINT ON A NON-TANGENT
35 CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 104.50 FEET, A RADIAL
36 LINE TO SAID POINT BEARS NORTH 31°41'41" EAST;

37
38 3. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
39 ANGLE OF 15°19'55", AN ARC DISTANCE OF 27.96 FEET;

40
41 4. THENCE TANGENT TO SAID CURVE NORTH 73°38'14" WEST, A DISTANCE OF 48.39 FEET
42 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A
43 RADIUS OF 33.50 FEET;

1 5. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
2 ANGLE OF 62°51'53", AN ARC DISTANCE OF 36.76 FEET;

3
4 6. THENCE TANGENT TO SAID CURVE NORTH 10°46'21" WEST, A DISTANCE OF 46.44 FEET;

5
6 7. THENCE SOUTH 89°44'00" WEST, A DISTANCE OF 23.38 FEET;

7
8 8. THENCE NORTH 00°04'43" WEST, A DISTANCE OF 68.76 FEET;

9
10 9. THENCE NORTH 89°59'54" EAST, A DISTANCE OF 90.18 FEET;

11
12 10. THENCE NORTH 00°02'08" WEST, A DISTANCE OF 140.14 FEET;

13
14 11. THENCE NORTH 89°57'26" EAST, A DISTANCE OF 155.53 FEET TO THE **TRUE POINT OF**
15 **BEGINNING.**

16
17 COMPRISING 1.534 ACRES (66,822 S.F.), MORE OR LESS.

18
19 SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
20
21
22

1 Exhibit "B"

2 Amended and Restated Schedule "1.1(a)" of Lease

3
4 DIVISION I

5 PARCEL A-1

6 LOT 1 OF TRACT NO. 27039 AS SHOWN BY MAP ON FILE IN BOOK 261 PAGES 17 AND 18 OF
7 MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

8 PARCEL A-2

9 THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 23597 ON FILE IN BOOK 163, PAGES 79
10 AND 80 OF PARCEL MAPS, DESCRIBED AS FOLLOWS:

11 BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 27039 AS SHOWN BY
12 MAP ON FILE IN BOOK 261 PAGES 17 AND 18 OF MAPS, RIVERSIDE COUNTY RECORDS;

13 THENCE NORTH 89° 59' 00" EAST 335.55 FEET; THENCE SOUTH 00° 02' 00" EAST, A
14 DISTANCE OF 478.51 FEET;

15 THENCE SOUTH 89° 56' 26" WEST, A DISTANCE OF 315.54 FEET TO THE BEGINNING OF A
16 TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

17 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 01'
18 34", AN ARC DISTANCE OF 31.43 FEET;

19 THENCE TANGENT TO SAID CURVE NORTH 00° 02' 00" WEST, A DISTANCE OF 35.97 FEET
20 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A
21 RADIUS OF 48.00 FEET;

22 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 17' 28",
23 AN ARC DISTANCE OF 12.81 FEET;

24 THENCE TANGENT TO SAID CURVE NORTH 15° 15' 28" EAST, A DISTANCE OF 29.39 FEET
25 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A
26 RADIUS OF 72.00 FEET;

27 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 17' 28",
28 AN ARC DISTANCE OF 19.22 FEET;

29 THENCE TANGENT TO SAID CURVE NORTH 00° 02' 00" WEST, A DISTANCE OF 95.71 FEET;

30 THENCE SOUTH 89° 58' 00" WEST, A DISTANCE OF 12.00 FEET;

31 THENCE NORTH 00° 02' 00" WEST, A DISTANCE OF 266.98 FEET TO THE POINT OF
32 BEGINNING.

1 A LOT LINE ADJUSTMENT NO. 96-09 WAS RECORDED SEPTEMBER 9, 1996 AS INSTRUMENT
2 NO. 340036 OFFICIAL RECORDS.

3 PARCEL B:

4 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT
5 PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4
6 EAST, S.B.M., DESCRIBED AS PORTIONS OF PARCELS "A" AND "B" OF LOT LINE
7 ADJUSTMENT NO. 90-08, APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED
8 JUNE 24, 1993, AS INSTRUMENT NOS. 242380 AND 242381, RECORDS OF SAID RIVERSIDE
9 COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

10 BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "B" OF LLA NO. 90-08;

11 THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL "B" THE FOLLOWING SIX (6)
12 COURSES:

13 NORTH 89° 58' 26" EAST, A DISTANCE OF 871.58 FEET TO THE BEGINNING OF A TANGENT
14 CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE
15 NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 57' 38", AN
16 ARC DISTANCE OF 31.40 FEET;

17 THENCE TANGENT TO SAID CURVE NORTH 00° 01' 12" WEST, A DISTANCE OF 760.95 FEET;

18 THENCE SOUTH 89° 58' 31" WEST, A DISTANCE OF 616.66 FEET;

19 THENCE SOUTH 89° 59' 46" WEST, A DISTANCE OF 118.00 FEET TO A POINT ON A NON-
20 TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 104.50 FEET,
21 A RADIAL LINE TO SAID POINT BEARS NORTH 31° 41' 41" EAST;

22 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 53'
23 58", AN ARC DISTANCE OF 30.82 FEET;

24 THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID PARCEL "B" AND THE
25 SOUTHWESTERLY PROLONGATION THEREOF SOUTH 48° 35' 39" WEST, A DISTANCE OF
26 25.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND
27 HAVING A RADIUS OF 79.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 48° 35'
28 39" EAST;

29 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 56'
30 24", AN ARC DISTANCE OF 9.57 FEET;

31 THENCE TANGENT TO SAID CURVE SOUTH 34° 27' 57" EAST, A DISTANCE OF 14.48 FEET
32 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A
33 RADIUS OF 9.00 FEET;

34 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 25' 19",
35 AN ARC DISTANCE OF 10.43 FEET TO A POINT ON A REVERSE CURVE, CONCAVE
36 EASTERLY AND HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO SAID POINT BEARS
37 NORTH 58° 02' 38" WEST;

1 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 48' 24" AN
2 ARC DISTANCE OF 7.02 FEET;

3 THENCE NON-TANGENT TO SAID CURVE NORTH 89° 58' 00" EAST, A DISTANCE OF 27.26
4 FEET;

5 THENCE SOUTH 00° 02' 00" EAST, A DISTANCE OF 56.59 FEET TO A POINT ON A NON-
6 TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 9.00 FEET, A
7 RADIAL LINE TO SAID POINT BEARS NORTH 54° 31' 24" EAST;

8 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 35'
9 03" AN ARC DISTANCE OF 3.23 FEET TO THE BEGINNING OF A COMPOUND CURVE,
10 CONCAVE WESTERLY AND HAVING A RADIUS OF 155.00 FEET, A RADIAL LINE TO SAID
11 POINT BEARS NORTH 75° 06' 27" EAST;

12 THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 42'; 08:"
13 AN ARC DISTANCE OF 120.93 FEET TO THE BEGINNING OF A COMPOUND CURVE,
14 CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO
15 SAID POINT BEARS SOUTH 60° 11' 25" EAST;

16 THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 22'
17 01" AN ARC DISTANCE OF 43.53 FEET TO THE BEGINNING OF A COMPOUND CURVE,
18 CONCAVE NORTHERLY AND HAVING A RADIUS OF 9.00 FEET, A RADIAL LINE TO SAID
19 POINT BEARS SOUTH 21° 49' 24" EAST;

20 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 49' 11", AN
21 ARC DISTANCE OF 5.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE
22 SOUTHERLY AND HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE TO SAID POINT
23 BEARS NORTH 11° 59' 47" EAST;

24 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 03' 07", AN
25 ARC DISTANCE OF 28.51 FEET TO A POINT ON AFOREMENTIONED BOUNDARY LINES OF
26 PARCEL "B" OF LOT LINE ADJUSTMENT NO. 92-08;

27 THENCE ALONG SAID BOUNDARY LINES THROUGH THE FOLLOWING THREE (3)
28 COURSES:

29 SOUTH 00° 02' 00" EAST, A DISTANCE OF 19.15 FEET; THENCE SOUTH 89° 58' 00" WEST, A
30 DISTANCE OF 121.45 FEET; THENCE SOUTH 00° 02' 00" EAST, A DISTANCE OF 478.51 FEET
31 TO THE POINT OF BEGINNING.

32 A LOT LINE ADJUSTMENT NO. 96-09 WAS RECORDED SEPTEMBER 9, 1996 AS INSTRUMENT
33 NO. 340036 OFFICIAL RECORDS.

34

35

36

1 DIVISION II

2 PARCEL 1:

3 PARCEL 1 OF PARCEL MAP NO. 26805 AS SHOWN BY MAP ON FILE IN BOOK 188 PAGES 91
4 AND 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THE
5 FOLLOWING DESCRIBED PROPERTY:

6 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT
7 PORTION OF PARCEL 1 OF PARCEL MAP NO. 26805, ON FILE IN BOOK 188 AT PAGES 91 AND
8 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING IN THE NORTHWEST
9 QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., MORE
10 PARTICULARLY DESCRIBED AS FOLLOWS:

11

12 COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN CANYON DRIVE AND MEL
13 AVENUE AS SHOWN ON SAID PARCEL MAP NO. 26805;

14

15 THENCE NORTH $89^{\circ}57'26''$ EAST ALONG SAID CENTERLINE OF MEL AVENUE, A DISTANCE
16 OF 660.91 FEET;

17

18 THENCE SOUTH $00^{\circ}01'39''$ EAST, A DISTANCE OF 25.00 FEET TO AN ANGLE POINT IN THE
19 NORTHERLY BOUNDARY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 26805, AND THE
20 **TRUE POINT OF BEGINNING**;

21

22 THENCE NORTH $89^{\circ}59'15''$ EAST ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE
23 OF 30.00 FEET;

24

25 THENCE SOUTH $00^{\circ}01'08''$ WEST, A DISTANCE OF 305.39 FEET TO A POINT ON THE
26 SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1;

27

28 THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARY LINES OF
29 SAID PARCEL 1 THROUGH THE FOLLOWING ELEVEN (11) COURSES:

30

31 1. SOUTH $89^{\circ}58'31''$ WEST, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT IN SAID
32 SOUTHERLY BOUNDARY LINE;

33

34 2. SOUTH $89^{\circ}59'46''$ WEST, A DISTANCE OF 118.00 FEET TO A POINT ON A NON-TANGENT
35 CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 104.50 FEET, A RADIAL
36 LINE TO SAID POINT BEARS NORTH $31^{\circ}41'41''$ EAST;

37

38 3. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
39 ANGLE OF $15^{\circ}19'55''$, AN ARC DISTANCE OF 27.96 FEET;

40

41 4. THENCE TANGENT TO SAID CURVE NORTH $73^{\circ}38'14''$ WEST, A DISTANCE OF 48.39 FEET
42 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A
43 RADIUS OF 33.50 FEET;

44

45 5. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
46 ANGLE OF $62^{\circ}51'53''$, AN ARC DISTANCE OF 36.76 FEET;

47

- 1 6. THENCE TANGENT TO SAID CURVE NORTH 10°46'21" WEST, A DISTANCE OF 46.44 FEET;
2
3 7. THENCE SOUTH 89°44'00" WEST, A DISTANCE OF 23.38 FEET;
4
5 8. THENCE NORTH 00°04'43" WEST, A DISTANCE OF 68.76 FEET;
6
7 9. THENCE NORTH 89°59'54" EAST, A DISTANCE OF 90.18 FEET;
8
9 10. THENCE NORTH 00°02'08" WEST, A DISTANCE OF 140.14 FEET;
10
11 11. THENCE NORTH 89°57'26" EAST, A DISTANCE OF 155.53 FEET TO THE **TRUE POINT OF**
12 **BEGINNING.**

13
14 PARCEL 2:

15 PARCEL 2 OF PARCEL MAP NO. 26805 AS SHOWN BY MAP ON FILE IN BOOK 188 PAGES 91
16 AND 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

17 PARCEL 3:

18 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
19 DESCRIBED AS:

20 LOTS 74, 75 , 76 AND 77 OF THE JOHN MEL TRACT AS PER MAP ON FILE IN BOOK 13 PAGE
21 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

22 PARCEL 4:

23 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
24 DESCRIBED AS:

25 LOTS 17 AND 18 OF THE JOYCE TRACT AS PER MAP RECORDED IN BOOK 13 PAGE 18 OF
26 MAPS, RIVERSIDE COUNTY RECORDS.

27

AMENDMENT NO. 2 TO
HOSPITAL LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO HOSPITAL LEASE ("Second Amendment") is made and entered into as of the 12th day of May, 2005 by and between **DESERT HEALTHCARE DISTRICT** (fka Desert Hospital District), a political subdivision of the State of California ("**District**"), and **TENET HEALTHSYSTEM DESERT, INC.**, a California corporation ("**Tenet**"), with reference to the following facts:

A. District and Tenet are parties to that certain Hospital Lease Agreement dated as of May 30, 1997, as amended by that certain Amendment No. 1 to Hospital Lease Agreement dated as of January 14, 2002 (collectively, the "**Lease**") pursuant to which Tenet leases from the District the Leased Premises.

B. Tenet and the District wish to amend the Lease to delete from the Leased Premises that portion of the Real Property described in **Exhibit "A"** attached hereto and hereinafter referred to as the "**Encroachment Parcel**".

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions

Unless otherwise defined in this Second Amendment, all capitalized terms used herein shall have the meanings given to them in the Lease.

2. Deletion of the Encroachment Parcel from Leased Premises

Effective as of the date hereof, the Encroachment Parcel shall constitute a Retained Asset for all purposes of the Lease. Accordingly, Schedule "1.1(a)" of the Lease is amended in its entirety to read, from and after the date hereof, as set forth on **Exhibit "B"** attached hereto.

3. Effect of Lease; General Provisions


Except as set forth in this Second Amendment, the terms and provisions of the Lease are hereby ratified and declared to be in full force and effect. This Second Amendment shall be governed by the provisions of the Lease regarding choice of law, attorneys' fees, and successors and assigns. This Second Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Caption and paragraph headings are used herein for convenience only, are not a part of this Second Amendment or the Lease as amended by this Second Amendment and shall not be used in construing either document. Each reference to the Lease in any agreement contemplated thereby or executed in connection

therewith, whether or not accompanied by reference to this Second Amendment, shall be deemed a reference to the Lease as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date written above.

Tenet:

TENET HEALTHSYSTEM DESERT, INC.

By: 
Name: C. BARRY DIKES
Title: CEO

District:

DESERT HEALTHCARE DISTRICT

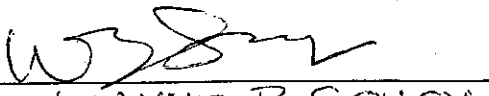
By: 
Name: WAYNE B. SOLLEY
Title: CEO

Exhibit "A"

Legal Description of Encroachment Parcel

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

THAT PORTION OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 26805 ON FILE IN BOOK 188, PAGES 91 AND 92 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY RECORDER, CALIFORNIA, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11;

THENCE NORTH 89° 58' 28" EAST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 25.00 FEET;

THENCE NORTH 00° 02' 28" EAST PARALLEL WITH AND 25.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 95.50 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 00° 02' 28" EAST PARALLEL WITH AND 25.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 26805;

THENCE NORTH 89° 58' 28" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 26805 A DISTANCE OF 106.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 45" EAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 16' 36" AN ARC DISTANCE OF 9.97 FEET;

THENCE NON-TANGENT TO LAST MENTION CURVE, SOUTH 00° 02' 27" WEST A DISTANCE OF 10.89 FEET TO A POINT LYING 20.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 26805;

THENCE PARALLEL WITH AND 20.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF PARCEL 2, SOUTH 89° 58' 28" WEST A DISTANCE OF 110.50 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.

COMPRISING 2,190 SQUARE FEET, MORE OR LESS.

Exhibit "B"

Amended and Restated Schedule "1.1(a)" of Lease

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA:

DIVISION I

PARCEL A-1

LOT 1 OF TRACT NO. 27039 AS SHOWN BY MAP ON FILE IN BOOK 261 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

PARCEL A-2

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 23597 ON FILE IN BOOK 163, PAGES 79 AND 80 OF PARCEL MAPS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 27039 AS SHOWN BY MAP ON FILE IN BOOK 261 PAGES 17 AND 18 OF MAPS, RIVERSIDE COUNTY RECORDS;

THENCE NORTH 89° 59' 00" EAST 335.55 FEET; THENCE SOUTH 00° 02' 00" EAST, A DISTANCE OF 478.51 FEET;

THENCE SOUTH 89° 56' 26" WEST, A DISTANCE OF 315.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 01' 34", AN ARC DISTANCE OF 31.43 FEET;

THENCE TANGENT TO SAID CURVE NORTH 00° 02' 00" WEST, A DISTANCE OF 35.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 48.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 17' 28", AN ARC DISTANCE OF 12.81 FEET;

THENCE TANGENT TO SAID CURVE NORTH 15° 15' 28" EAST, A DISTANCE OF 29.39 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 72.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 17' 28", AN ARC DISTANCE OF 19.22 FEET;

THENCE TANGENT TO SAID CURVE NORTH 00° 02' 00" WEST, A DISTANCE OF 95.71 FEET;

THENCE SOUTH 89° 58' 00" WEST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 00° 02' 00" WEST, A DISTANCE OF 266.98 FEET TO THE POINT OF BEGINNING.

A LOT LINE ADJUSTMENT NO. 96-09 WAS RECORDED SEPTEMBER 9, 1996 AS INSTRUMENT NO. 340036 OFFICIAL RECORDS.

PARCEL B:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., DESCRIBED AS PORTIONS OF PARCELS "A" AND "B" OF LOT LINE ADJUSTMENT NO. 90-08, APPROVED BY THE CITY OF PALM SPRINGS AND RECORDED JUNE 24, 1993, AS INSTRUMENT NOS. 242380 AND 242381, RECORDS OF SAID RIVERSIDE COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "B" OF LOT LINE ADJUSTMENT NO. 90-08;

THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL "B" THE FOLLOWING SIX (6) COURSES:

NORTH 89° 58' 26" EAST, A DISTANCE OF 871.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 57' 38", AN ARC DISTANCE OF 31.40 FEET;

THENCE TANGENT TO SAID CURVE NORTH 00° 01' 12" WEST, A DISTANCE OF 760.95 FEET;

THENCE SOUTH 89° 58' 31" WEST, A DISTANCE OF 616.66 FEET;

THENCE SOUTH 89° 59' 46" WEST, A DISTANCE OF 118.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 104.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 31° 41' 41" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 53' 58", AN ARC DISTANCE OF 30.82 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID PARCEL "B" AND THE SOUTHWESTERLY PROLONGATION THEREOF SOUTH 48° 35' 39" WEST, A DISTANCE OF 25.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 79.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 48° 35' 39" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6° 56' 24", AN ARC DISTANCE OF 9.57 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 34° 27' 57" EAST, A DISTANCE OF 14.48 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 9.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 25' 19", AN ARC DISTANCE OF 10.43 FEET TO A POINT ON A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 02' 38" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 48' 24" AN ARC DISTANCE OF 7.02 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 89° 58' 00" EAST, A DISTANCE OF 27.26 FEET;

THENCE SOUTH 00° 02' 00" EAST, A DISTANCE OF 56.59 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 9.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 54° 31' 24" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 35' 03" AN ARC DISTANCE OF 3.23 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 155.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 75° 06' 27" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 42'; 08:" AN ARC DISTANCE OF 120.93 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 60° 11' 25" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 22' 01" AN ARC DISTANCE OF 43.53 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 9.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 21° 49' 24" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33° 49' 11", AN ARC DISTANCE OF 5.31 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 32.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 11° 59' 47" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51° 03' 07", AN ARC DISTANCE OF 28.51 FEET TO A POINT ON AFOREMENTIONED BOUNDARY LINES OF PARCEL "B" OF LOT LINE ADJUSTMENT NO. 92-08;

THENCE ALONG SAID BOUNDARY LINES THROUGH THE FOLLOWING THREE (3) COURSES:

SOUTH 00° 02' 00" EAST, A DISTANCE OF 19.15 FEET; THENCE SOUTH 89° 58' 00" WEST, A DISTANCE OF 121.45 FEET; THENCE SOUTH 00° 02' 00" EAST, A DISTANCE OF 478.51 FEET TO THE POINT OF BEGINNING.

A LOT LINE ADJUSTMENT NO. 96-09 WAS RECORDED SEPTEMBER 9, 1996 AS INSTRUMENT NO. 340036 OFFICIAL RECORDS.

DIVISION II

PARCEL 1:

PARCEL 1 OF PARCEL MAP NO. 26805 AS SHOWN BY MAP ON FILE IN BOOK 188 PAGES 91 AND 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 26805, ON FILE IN BOOK 188 AT PAGES 91 AND

92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 4 EAST, S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF INDIAN CANYON DRIVE AND MEL AVENUE AS SHOWN ON SAID PARCEL MAP NO. 26805;

THENCE NORTH 89°57'26" EAST ALONG SAID CENTERLINE OF MEL AVENUE, A DISTANCE OF 660.91 FEET;

THENCE SOUTH 00°01'39" EAST, A DISTANCE OF 25.00 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 1 OF PARCEL MAP NO. 26805, AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°59'15" EAST ALONG SAID NORTHERLY BOUNDARY LINE A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°01'08" WEST, A DISTANCE OF 305.39 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARY LINES OF SAID PARCEL 1 THROUGH THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°58'31" WEST, A DISTANCE OF 30.00 FEET TO AN ANGLE POINT IN SAID SOUTHERLY BOUNDARY LINE;
2. SOUTH 89°59'46" WEST, A DISTANCE OF 118.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 104.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 31°41'41" EAST;
3. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°19'55", AN ARC DISTANCE OF 27.96 FEET;
4. THENCE TANGENT TO SAID CURVE NORTH 73°38'14" WEST, A DISTANCE OF 48.39 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 33.50 FEET;
5. THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°51'53", AN ARC DISTANCE OF 36.76 FEET;
6. THENCE TANGENT TO SAID CURVE NORTH 10°46'21" WEST, A DISTANCE OF 46.44 FEET;
7. THENCE SOUTH 89°44'00" WEST, A DISTANCE OF 23.38 FEET;
8. THENCE NORTH 00°04'43" WEST, A DISTANCE OF 68.76 FEET;
9. THENCE NORTH 89°59'54" EAST, A DISTANCE OF 90.18 FEET;
10. THENCE NORTH 00°02'08" WEST, A DISTANCE OF 140.14 FEET;
11. THENCE NORTH 89°57'26" EAST, A DISTANCE OF 155.53 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL 2:

PARCEL 2 OF PARCEL MAP NO. 26805 AS SHOWN BY MAP ON FILE IN BOOK 188 PAGES 91 AND 92 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF PARCEL 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11;

THENCE NORTH 89° 58' 28" EAST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 25.00 FEET;

THENCE NORTH 00° 02' 28" EAST PARALLEL WITH AND 25.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 95.50 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 00° 02' 28" EAST PARALLEL WITH AND 25.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 11 A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 26805;

THENCE NORTH 89° 58' 28" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 26805 A DISTANCE OF 106.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 40.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 74° 00' 45" EAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 16' 36" AN ARC DISTANCE OF 9.97 FEET;

THENCE NON-TANGENT TO LAST MENTION CURVE, SOUTH 00° 02' 27" WEST A DISTANCE OF 10.89 FEET TO A POINT LYING 20.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF PARCEL 2 OF PARCEL MAP NO. 26805;

THENCE PARALLEL WITH AND 20.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF PARCEL 2, SOUTH 89° 58' 28" WEST A DISTANCE OF 110.50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOTS 74, 75 , 76 AND 77 OF THE JOHN MEL TRACT AS PER MAP ON FILE IN BOOK 13 PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

PARCEL 4:

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
DESCRIBED AS:

LOTS 17 AND 18 OF THE JOYCE TRACT AS PER MAP RECORDED IN BOOK 13 PAGE 18 OF
MAPS, RIVERSIDE COUNTY RECORDS.

**AMENDMENT NO. 3 TO
HOSPITAL LEASE AGREEMENT**

THIS AMENDMENT NO. 3 TO HOSPITAL LEASE AGREEMENT ("Third Amendment") is made and entered into as of the later of January 8, 2010, or the date of execution of this Third Amendment by both parties, (the "**Effective Date**") by and between **DESERT HEALTHCARE DISTRICT** (fka Desert Hospital District), a political subdivision of the State of California (the "**District**"), and **TENET HEALTHSYSTEM DESERT, INC.**, a California corporation ("**Tenet**"), with reference to the following facts:

A. The District and Tenet are parties to that certain Pre-Lease Agreement dated as of April 1, 1997 (the "Pre-Agreement"), and that certain Hospital Lease Agreement dated May 30, 1997 which has been amended by that certain First Amendment dated as of January 14, 2002 and by that certain Second Amendment dated as of May 12, 2005 (collectively the "Lease Agreement").

B. Effective as of May 30, 1997 (the "Closing Date"), the transactions contemplated by the Pre-Lease Agreement and Hospital Lease Agreement were consummated with the result that Tenet leased from the District the Leased Premises pursuant to the Hospital Lease and acquired from the District, the Desert Businesses. Tenet has operated the Desert Businesses continuously since the Closing Date.

C. Tenet is interested in having the District assist in providing certain improvements to Leased Premises as that term is defined in the Pre-Lease and Lease Agreements in consideration of Tenet reducing the outstanding Prepaid Rent amounts set forth on Schedule 2.1 of the Lease Agreement by Three Dollars for every One Dollar the District spends on the improvements. The improvements shall be subject to agreement by the District and may include but are not limited to parking lot construction (including solar panel canopies).

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows.

1. Definitions

Unless otherwise defined in this Third Amendment, all capitalized terms used herein shall have the meanings given to them in the Pre-Lease and Lease Agreements.

2. Mutual Agreement on Improvements

Tenet shall notify the District in writing of proposed improvements including the scope of the work and the estimated costs of the improvements. District shall notify Tenet in writing within Sixty (60) days if the proposed improvements are acceptable. Upon completion of the improvements the party who constructed the improvements will provide the other party with a summary and back-up documentation supporting the actual costs of the improvements. All improvements shall comply with the applicable State and Federal laws pertaining to the construction of public improvements with public funds.

3. Reduction in Prepaid Rent Amounts in Schedule 2.1

After review and mutual agreement by the parties of the improvement costs, the parties agree that Schedule 2.1 of the Lease Agreement shall be promptly modified to reduce the then outstanding Prepaid Rent amount by Three dollars for each One dollar paid by District for the improvements. The new Schedule 2.1 shall then be incorporated as part of the Lease Agreement. Any disputes relating to the costs of the improvements shall be resolved in accordance with the Dispute Resolution provisions of Section 16.12 of the Lease Agreement.

4. Not Part of Termination Assets

The parties acknowledge and agree that any improvements paid for by the District shall not be included as part of the "Termination Assets" as that term is defined in the Pre-Lease and Lease Agreements upon the expiration or earlier termination of the Lease Agreement.

5. Effect on Lease Agreement; General Provisions

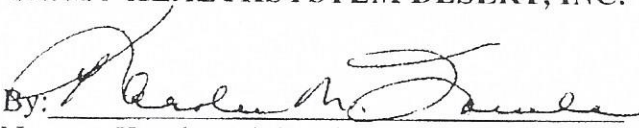
Except as set forth in this Third Amendment, the terms and provisions of the Lease Agreement are hereby ratified and declared to be in full force and effect. This Third Amendment shall be governed by the provisions of the Pre-Lease and Lease Agreement regarding choice of law, attorneys' fees, and successors and assigns. This Third Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Caption and paragraph headings are used herein for convenience only, are not a part of this Third Amendment or the Lease Agreement as amended by this Third Amendment and shall not be used in construing either document. Each reference to the Lease Agreement in any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to

this Third Amendment, shall be deemed a reference to the Lease Agreement as amended by this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Effective Date.

Tenet:

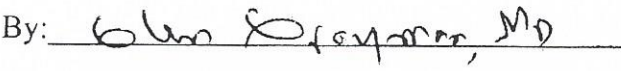
TENET HEALTHSYSTEM DESERT, INC.

By: 
Name: Karolee M. Sowle, FACHE
Title: President

Date: 1-8-10

District:

DESERT HEALTHCARE DISTRICT

By: 
Name: Glen Grayman, M.D.
Title: President of the Board

Date: 1/29/10

**AMENDMENT NO. 4
TO
HOSPITAL LEASE AGREEMENT**

THIS AMENDMENT NO. 4 to HOSPITAL LEASE AGREEMENT ("Fourth Amendment") is made and entered into as of August 1, 2013, (the "**Effective Date**") by and between **DESERT HEALTHCARE DISTRICT** (aka Desert Hospital District), a political subdivision of the State of California (the "**District**"), and **TENET HEALTHSYSTEM DESERT, INC.**, a California corporation ("Tenet"), with reference to the following facts:

A. The District and Tenet are parties to that certain Pre-Lease Agreement dated as of April 1, 1997 (the "Pre-Agreement"), and that certain Hospital Lease Agreement dated May 30, 1997 which has been amended by that certain First Amendment dated as of January 14, 2002, that certain Second Amendment dated as of May 12, 2005, and by that certain Amendment No. 3 To Hospital Lease Agreement dated as of January 8, 2010 (collectively the "Lease Agreement"),

B. Effective as of May 30, 1997 (the "Closing Date"), the transactions contemplated by the Pre-Lease Agreement and Hospital Lease Agreement were consummated with the result that Tenet leased from the District the Leased Premises pursuant to the Hospital Lease and acquired from the District, the Desert Businesses. Tenet has operated the Desert Businesses continuously since the Closing Date.

C. Concurrently with the execution of this Fourth Amendment, Tenet is entering into that certain Commercial Lease dated August 1, 2013 herewith with the District for certain medical office space located at 555 E. Tachevah Drive, Building 2 East, Palm Springs, California, which space is a portion of the medical office building commonly known as Las Palmas Medical Plaza, Palm Springs, California (the "Las Palmas Medical Plaza Lease"), and such space is adjacent to the Leased Premises as that term is defined in the Pre-Lease and Lease Agreement.

D. Tenet is interested in having the District assist in providing certain improvements to the premises leased pursuant to the Las Palmas Medical Plaza Lease in consideration of Tenet reducing the outstanding Prepaid Rent amounts set forth on the adjusted outstanding Prepaid Rent authorization Schedule 2.1 of the Lease Agreement by Three and One-Half Dollars (\$3.50) for every One Dollar (\$1.00) the District spends on the improvements. The improvements shall be subject to agreement by the District as provided in the Las Palmas Medical Plaza Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows.

1. Definitions

Unless otherwise defined in this Fourth Amendment, all capitalized terms used herein

shall have the meanings given to them in the Pre-Lease and Lease Agreements.

2. Reduction in Prepaid Rent Amounts in Schedule 2.1

After reimbursement of the tenant improvement costs in accordance with, and subject to the terms of, Section 4.04 of the Las Palmas Medical Plaza Lease, the parties agree that the adjusted outstanding Prepaid Rent authorization Schedule 2.1 of the Lease Agreement shall be promptly modified to reduce the then outstanding Prepaid Rent amount by Three and One Half Dollars (\$3.50) for each One Dollar (\$1.00) reimbursed by District for the tenant improvements. The new Schedule 2.1 shall then be incorporated as part of the Lease Agreement.

3. Not Part of Termination Assets

The parties acknowledge and agree that any improvements paid for by the District shall not be included as part of the "Termination Assets" as that term is defined in the Pre-Lease and Lease Agreements upon the expiration or earlier termination of the Lease Agreement.

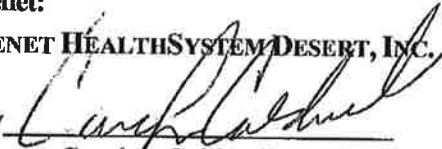
4. Effect on Lease Agreement; General Provisions

Except as set forth in this Fourth Amendment, the terms and provisions of the Lease Agreement are hereby ratified and declared to be in full force and effect. This Fourth Amendment shall be governed by the provisions of the Pre-Lease and Lease Agreement regarding choice of law, attorneys' fees, and successors and assigns. This Fourth Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Caption and paragraph headings are used herein for convenience only, are not a part of this Fourth Amendment or the Lease Agreement as amended by this Fourth Amendment and shall not be used in construing either document. Each reference to the Lease Agreement in any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Fourth Amendment, shall be deemed a reference to the Lease Agreement as amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the Effective Date.

Tenet:

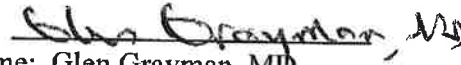
TENET HEALTHSYSTEM DESERT, INC.

By: 
Name: Carolyn Caldwell, FACHE
Title: President and CEO

Date: 7/29/13

District:

DESERT HEALTHCARE DISTRICT

By: 
Name: Glen Grayman, MD
Title: President, Board of Directors

Date: 7/30/13

**AMENDMENT NO. 5
TO
HOSPITAL LEASE AGREEMENT**

THIS AMENDMENT NO. 5 to HOSPITAL LEASE AGREEMENT (“Fifth Amendment”) is made and entered into as of April 9, 2018, (the “Effective Date”) by and between **DESERT HEALTHCARE DISTRICT** (formerly known as Desert Hospital District), a political subdivision of the State of California (the “District”), and **DESERT REGIONAL MEDICAL CENTER, INC.** (formerly known as Tenet HealthSystem Desert, Inc.), a California corporation (“Tenet”), with reference to the following facts:

A The District and Tenet are parties to that certain Pre-Lease Agreement dated as of April 1, 1997 (the “Pre-Agreement”), and that certain Hospital Lease Agreement dated May 30, 1997 which has been amended by that certain First Amendment dated as of January 14, 2002, that certain Second Amendment dated as of May 12, 2005, that certain Amendment No. 3 To Hospital Lease Agreement dated as of January 8, 2010, and by that certain Amendment No. 4 To Hospital Lease Agreement dated as of August 1, 2013 (collectively the “Lease Agreement”).

B. Effective as of May 30, 1997 (the “Closing Date”), the transactions contemplated by the Pre-Lease Agreement and Hospital Lease Agreement were consummated with the result that Tenet leased from the District the Leased Premises pursuant to the Hospital Lease and acquired from the District, the Desert Businesses. Tenet has operated the Desert Businesses continuously since the Closing Date.

C. The District is interested in pursuing an expansion of its geographical boundaries to include the remainder of Palm Desert, Indian Wells, La Quinta, Indio, Coachella, Bermuda Dunes, Mecca, Thermal, Oasis, North Shore and Vista Santa Rosa and unincorporated areas of Riverside County, all as described in the annexation application submitted by the District to the Riverside County Local Agency Formation Commission, dated January 5, 2017 (the “Expanded Geography”), through a public vote in 2018 and the parties wish to clarify certain terms of the Lease Agreement with respect to the Expanded Geography.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows.

1. Definitions.

Unless otherwise defined in this Fifth Amendment, all capitalized terms used herein shall have the meanings given to them in the Pre-Lease and Lease Agreements.

2. Article XIII – Additional Covenant of Lessor. The following provisions are hereby added to the end of Article XIII of the Lease Agreement.

“Notwithstanding the foregoing, in the event the District obtains all of the required approvals to expand its geographical boundaries to include the entire Expanded Geography by December 1, 2018,

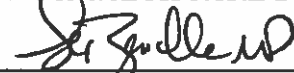
all of the above restrictions on the Lessor or any Affiliate including the Foundation in this Article XIII shall not apply to activities that solely relate to the Expanded Geography. Should the District fail to obtain all required approvals to expand its geographical boundaries by December 1, 2018, or should the District abandon, modify, amend or withdraw its annexation application prior to December 1, 2018, the terms of this Fifth Amendment shall be of no force and effect. For the avoidance of doubt, the foregoing shall not modify any restrictions related to the existing geographic boundaries of the District as of the date of this Fifth Amendment.”

3. Effect on Lease Agreement; General Provisions

Except as set forth in this Fifth Amendment, the terms and provisions of the Lease Agreement are hereby ratified and declared to be in full force and effect. This Fifth Amendment shall be governed by the provisions of the Pre-Lease and Lease Agreement regarding choice of law, attorneys’ fees, and successors and assigns. This Fifth Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Caption and paragraph headings are used herein for convenience only, are not a part of this Fifth Amendment or the Lease Agreement as amended by this Fifth Amendment and shall not be used in construing either document. Each reference to the Lease Agreement in any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Fifth Amendment, shall be deemed a reference to the Lease Agreement as amended by this Fifth Amendment. Should the District fail to obtain all required approvals by, or should the District abandon or withdraw its annexation application prior to December 1, 2018, this Fifth Amendment shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the Effective Date.

DESERT HEALTHCARE DISTRICT

By: 
Name: LES ZENKE, MD
Title: PRESIDENT

DESERT REGIONAL MEDICAL CENTER, INC.

By: 
Name: Michael T. Maloney
Title: Senior Vice President