

**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: 

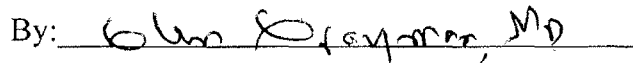
Name: Karolee M. Sowle, FACHE

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

**DESERT HEALTHCARE DISTRICT**  
**PREPAID LEASE EARLY TERMINATION REIMBURSEMENT ANALYSIS**

Schedule 2.1 Revised

Year No.	Year Ending		Earned Rent	Unearned Rent	% to Refund	\$ Amount To Be Paid	\$ cost To be determined	
							Reduction Improvements	Revised \$ Amount
	<b>May 1997</b>			<b>\$ 92,000,000</b>			<b>\$3 for\$1</b>	
1	May	1998	\$ 3,066,667	\$ 88,933,333	0%	\$ -		
2	May	1999	\$ 3,066,667	\$ 85,866,666	0%	\$ -		
3	May	2000	\$ 3,066,667	\$ 82,799,999	0%	\$ -		
4	May	2001	\$ 3,066,667	\$ 79,733,332	0%	\$ -		
5	May	2002	\$ 3,066,667	\$ 76,666,665	0%	\$ -		
6	May	2003	\$ 3,066,667	\$ 73,599,998	0%	\$ -		
7	May	2004	\$ 3,066,667	\$ 70,533,331	0%	\$ -		
8	May	2005	\$ 3,066,667	\$ 67,466,664	0%	\$ -		
9	May	2006	\$ 3,066,667	\$ 64,399,997	0%	\$ -		
10	May	2007	\$ 3,066,667	\$ 61,333,330	0%	\$ -		
11	May	2008	\$ 3,066,667	\$ 58,266,663	75%	\$ 43,699,997		
12	May	2009	\$ 3,066,667	\$ 55,199,996	75%	\$ 41,399,997		
13	<b>May</b>	<b>2010</b>	<b>\$ 3,066,667</b>	<b>\$ 52,133,329</b>	<b>75%</b>	<b>\$ 39,099,997</b>	\$ -	\$ 39,099,997
14	May	2011	\$ 3,066,667	\$ 49,066,662	75%	\$ 36,799,997	\$ -	\$ 36,799,997
15	May	2012	\$ 3,066,667	\$ 45,999,995	75%	\$ 34,499,996	\$ -	\$ 34,499,996
16	May	2013	\$ 3,066,667	\$ 42,933,328	100%	\$ 42,933,328	\$ -	\$ 42,933,328
17	May	2014	\$ 3,066,667	\$ 39,866,661	100%	\$ 39,866,661	\$ -	\$ 39,866,661
18	May	2015	\$ 3,066,667	\$ 36,799,994	100%	\$ 36,799,994	\$ -	\$ 36,799,994
19	May	2016	\$ 3,066,667	\$ 33,733,327	100%	\$ 33,733,327	\$ -	\$ 33,733,327
20	May	2017	\$ 3,066,667	\$ 30,666,660	100%	\$ 30,666,660	\$ -	\$ 30,666,660
21	May	2018	\$ 3,066,667	\$ 27,599,993	100%	\$ 27,599,993	\$ -	\$ 27,599,993
22	May	2019	\$ 3,066,667	\$ 24,533,326	100%	\$ 24,533,326	\$ -	\$ 24,533,326
23	May	2020	\$ 3,066,667	\$ 21,466,659	100%	\$ 21,466,659	\$ -	\$ 21,466,659
24	May	2021	\$ 3,066,667	\$ 18,399,992	100%	\$ 18,399,992	\$ -	\$ 18,399,992
25	May	2022	\$ 3,066,667	\$ 15,333,325	100%	\$ 15,333,325	\$ -	\$ 15,333,325
26	May	2023	\$ 3,066,667	\$ 12,266,658	100%	\$ 12,266,658	\$ -	\$ 12,266,658
27	May	2024	\$ 3,066,667	\$ 9,199,991	100%	\$ 9,199,991	\$ -	\$ 9,199,991
28	May	2025	\$ 3,066,667	\$ 6,133,324	100%	\$ 6,133,324	\$ -	\$ 6,133,324
29	May	2026	\$ 3,066,667	\$ 3,066,657	100%	\$ 3,066,657	\$ -	\$ 3,066,657
30	May	2027	\$ 3,066,657	\$ -	100%	\$ -		