

**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** (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, 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

66