

AGREEMENT

IN WITNESS WHEREOF, County and UPH have executed this Amendment as of the date and year indicated below.

1. Reimbursement for Capital Improvements.

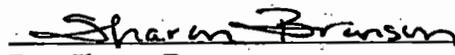
1.1. Except as provided in Section 2 below, in the event the Lease is terminated pursuant to Section 3.5 of the Lease, County will reimburse UPH up to but not in excess of \$2 million for the actual cost of capital improvements made by UPH to the Premises between August 1, 2014, and June 30, 2016. The reimbursement amount will be reduced at a depreciation rate of 20-percent per year from the date the improvement is substantially complete. The reimbursement shall be made within thirty (30) days of UPH's written request for payment.

1.2. In order for an improvement to be eligible for reimbursement, UPH must obtain the County's prior written approval of the improvement even if not otherwise required pursuant to Section 17.1 of the Lease. UPH must also provide the County with documentation substantiating the actual cost of the improvements at the same time UPH provides the County with as-built drawings pursuant to Section 17.2 of the Lease. All other provisions of Section 17 regarding improvements apply as written to such improvements.

2. Geriatric Psych Improvements. No reimbursement will be made pursuant to Section 1 above for improvements to the geriatric psychiatric section of the Hospital for which the County provides funding pursuant to the IGA. All provisions of the Lease will apply fully to any such improvements, and UPH will be responsible for those improvements, regardless of whether the funding is provided to ABOR or UAHN, or directly to UPH at the direction of ABOR or UAHN.

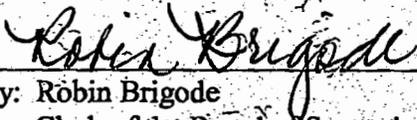
3. Lease. The Lease remains in full force and effect as modified by this Amendment.

PIMA COUNTY, a political subdivision
of the State of Arizona


By: Sharon Bronson
Chair of the Board of Supervisors

Date: MAY 13 2014

ATTEST:

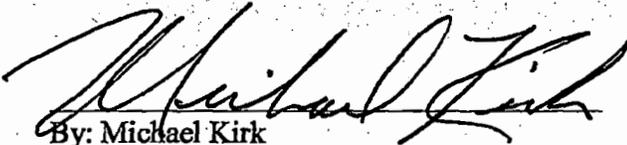


By: Robin Brigode
Clerk of the Board of Supervisors

MAY 13 2014

Date: _____

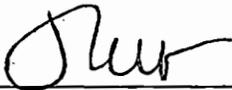
APPROVED AS TO CONTENT:



By: Michael Kirk
Director, Facilities Management Department

Date: _____

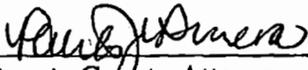
APPROVED AS TO CONTENT:



By: Jan Leshner
Deputy County Administrator for
Medical and Health Services

Date: 5-1-2014

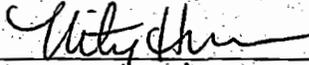
APPROVED AS TO FORM:



Deputy County Attorney

Date: 5.1.14

**UNIVERSITY PHYSICIANS
HEALTHCARE, an Arizona
nonprofit corporation**


By: Misty Hansen
Its: CEO

CONSENT TO AMENDMENT OF LEASE:

**THE UNIVERSITY OF ARIZONA HEALTH NETWORK, INC. an Arizona
nonprofit corporation**


By: Michael W. D. ...
Its: CEO UAHN

CONTRACT
NO. <u>CT-FM-12000000000000000000 2152</u>
AMENDMENT NO. <u>09</u>
<small>This number must appear on all documents pertaining to this contract.</small>

**FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN PIMA COUNTY AND UNIVERSITY PHYSICIANS HEALTHCARE
FOR KINO HOSPITAL CAMPUS
[PIMA COUNTY CONTRACT #CT FM 12*2152]**

This First Amendment to the Amended and Restated Lease Agreement (the "Restated Lease"), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County" or "Landlord") and University Physicians Healthcare, an Arizona non-profit corporation formerly known as University Physicians, Inc. ("Tenant" or "UPH").

RECITALS

A. Landlord and Tenant previously entered into a lease, dated April 27, 2004, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises more fully described therein, including a hospital facility in which the County formerly operated Kino Community Hospital (the "Hospital"), and in which UPH continues to operate the Hospital. The lease was amended several times and then restated by the parties pursuant to that certain Amended and Restated Lease Agreement dated June 21, 2011.

B. The Restated Lease includes the newly constructed Behavioral Health Pavilion and furniture fixtures and equipment owned by Pima County, in addition to the original hospital building and the Heliport. The Restated Lease provides, in Section 4.4, that certain furniture, fixtures and equipment in the BHP, which was provided by the County, can be used by Tenant but remains the property of the County.

C. The Landlord is now constructing improvements on the 2nd floor of the Hospital for a gastrointestinal lab ("GI Lab") as shown on Exhibit A and installing in the GI Lab the fixtures, furniture and equipment listed on Exhibit B to this First Amendment (the "GI Lab Property").

AGREEMENT

Landlord and Tenant agree to modify the terms of the Restated Lease as follows:

1. The GI Lab Property will be treated for all purposes as part of the "County Property" within the meaning of Section 4.4 of the Restated Lease, and the provisions of that section will also apply to the GI Lab Property.
2. The provisions of Section 18.2 of the Restated Lease will apply to the GI Lab improvements. In particular, Tenant acknowledges that for some period of time warranties will be in effect with respect to the new GI Lab, and before undertaking any repairs in the GI Lab, Tenant will coordinate with Landlord to make sure that these warranties are utilized, and that nothing is done that might void them.

All other terms and conditions of the Restated Lease remain unchanged.

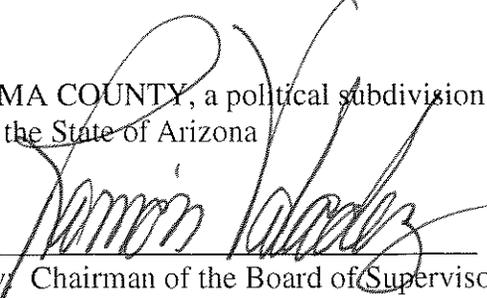
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date and year first written above.

LANDLORD:

TENANT:

PIMA COUNTY, a political subdivision of the State of Arizona

UNIVERSITY PHYSICIANS HEALTHCARE, an Arizona non-profit corporation

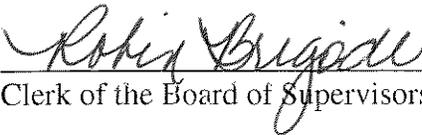

By: Chairman of the Board of Supervisors


By: Misty Hansen
Its: CEO

AUG 20 2012

ATTEST:

CONSENT TO AMENDMENT:


Clerk of the Board of Supervisors

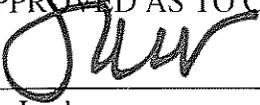
THE UNIVERSITY OF ARIZONA HEALTH NETWORK, INC., an Arizona non-profit corporation

APPROVED AS TO CONTENT:

By: 
Its: CEO
Date: 7/5/12


Director, Facilities Management Department

APPROVED AS TO CONTENT:


Jan Lesh
Deputy County Administrator for Medical and Health

APPROVED AS TO FORM:

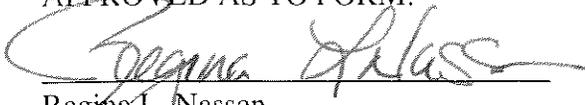
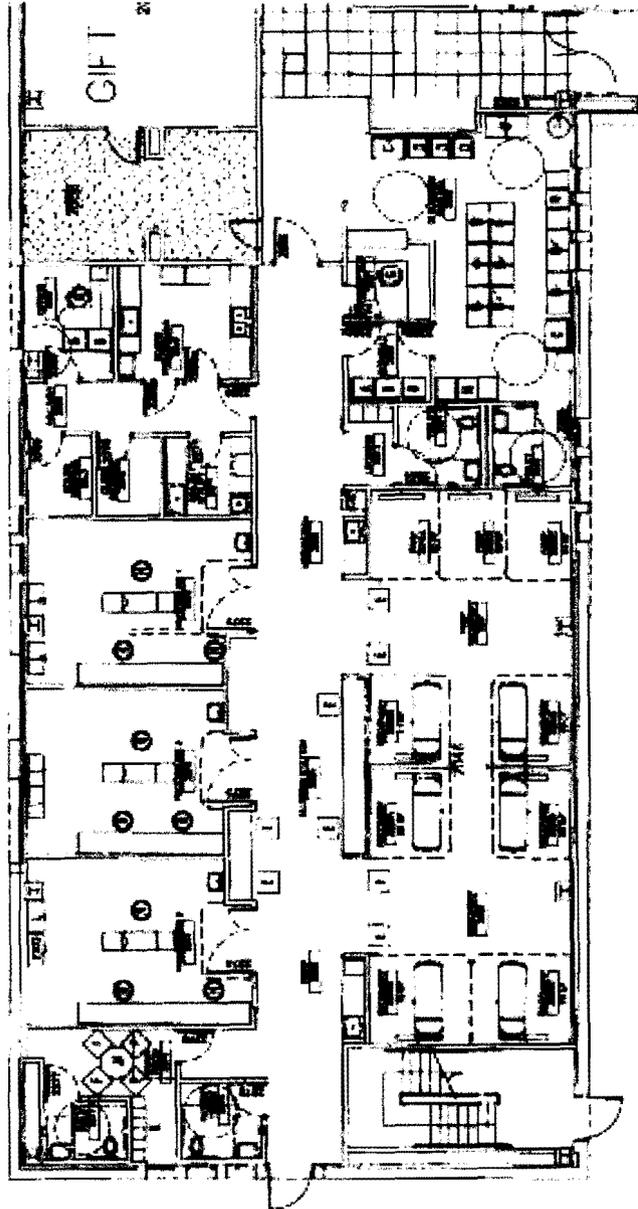

Regina L. Nassen
Deputy County Attorney

EXHIBIT A
COUNTY PROPERTY-FLOOR PLAN



**EXHIBIT B-1
COUNTY PROPERTY-LOOSE FURNITURE**

Manufacturer	Vendor	Description	Quantity	Value (with Freight)	Tag #
Nemschoff Chairs LLC	Goodmans	Two seat w/full intervening arm- 2600X-22 S	9	\$13,218.93	M
Nemschoff Chairs LLC	Goodmans	Three seat w/full intervening arm- 2600X-33 S	2	\$4,295.38	N
Nemschoff Chairs LLC	Goodmans	Easy Access 2750H	3	\$2,809.08	D
Nemschoff Chairs LLC	Goodmans	Bariatric Chair 2700S- OB30		\$3,061.36	C
Herman Miller	Goodmans	Work Chair Angled Adjust Arms/Seat TriFlex Back MR123AAM-AJ-G1- C7-G1-BK-3Q-11 Airweave	2	\$1,176.00	G
Herman Miller	Goodmans	36" Round Table Laminate DT1C.36LP-LM-MT- 57	1	\$277.53	J
Herman Miller	Goodmans	Stacking Molded Seat Chair w/Fixed Arms WC410P-BK-G1-YX- BK	4	\$592.30	F
Herman Miller	Goodmans	Flip Door Unit w/Lock 13D 48W 15.5H A3353.1348-KA-MT- MT	1	\$150.75	Office
Herman Miller	Goodmans	Shelf B Style 7.5H 13D 48W A3221.1348-MT	1	\$42.76	Office
Herman Miller	Goodmans	Tackboard B Style 12H 48W A3410.1248-1V-02	1	\$62.54	Office
Herman Miller	Goodmans	Twist LED Task Light G6160.AM	1	\$112.69	Office
Herman Miller	Goodmans	Freestanding Pedestal Standard Pull F16- 1522-BBF-TS-MT-T1- KA-B2-NO-C	1	\$306.36	Office
Herman Miller	Goodmans	Pencil Tray for 15W Box Drawer 73-1516- PT	1	\$9.20	Office
Herman Miller	Goodmans	Keyboard/Mouse Fully Adjustable	1	\$193.60	Office

		Aluminum Tray w/Adjustable Mouse Tray 21.75" long track SA412723			
Herman Miller	Goodmans	Corner Wedge Square Edge Laminate Y2091 L-LM	1	\$41.80	Office
Herman Miller	Goodmans	Wall Strip 84H AO213.84-MT	3	\$56.64	Office
Herman Miller	Goodmans	Wall Fasteners	33	\$43.89	Office
Herman Miller	Goodmans	Lock Cylinder Key #320 232092-320	3	\$0.00	Office
La Z Boy Healthcare Division	Goodmans	Medical Stool HMSF1M	9	\$2,801.25	Procedure
Herman Miller	Goodmans	Multipurpose Molded Seat Chair w/Fixed Arms WC111P-BK-G1-C7- BK	8	\$2,632.00	Corridor
Exemplis Corp. DBA Sit on It	Goodmans	Freelance Sled Chair w/Arms 5234-FABRIC-26- GRD7 G3	1	\$391.98	A
Exemplis Corp. DBA Sit on It	Goodmans	Freelance Sled Chair Armless 5233-FABRIC-26- GRD7 G3	4	\$1,447.60	Office-2 & Consult-2
Spec Furniture	Goodmans	Durm Drum Table 24" Diameter 18" High	1	\$398.61	I
Herman Miller	Goodmans	Shelf B-Style 7.5H 13D 24W A3221.1324-MT	1	\$34.81	Office
Herman Miller	Goodmans	Tackboard B Style 12H 24W A3410.1224-1V-02	1	\$53.69	Office
Herman Miller	Goodmans	Square Edge Vinyl Round End Peninsula Laminate Top 24"D 60"L Column Base Z2BLA-24-60-D-C- S7-LM-LM-MT	1	\$211.22	Office
Herman Miller	Goodmans	Work Surface Square Edge Rectangular Laminate 24D 48W A2310.2448L-LM-MT	1	\$98.83	Office
Herman Miller	Goodmans	Flip Door Unit B-Style Paint w/lock 13D 24W 15.5H A3353.1324-KA-MT- MT	1	\$115.94	Office

**EXHIBIT B-2
COUNTY PROPERTY-FIXED FURNITURE**

Manufacturer	Vendor	Description	Quantity	Value (with Freight)	Tag #
Stanley Healthcare Solutions	Innerspace	Cabinet, Scope 16 capacity w/vent fan unit	1	\$3,917.12	119267
Stanley Healthcare Solutions	Innerspace	Cabinet, Scope 16 capacity w/vent fan unit	1	\$3,917.12	119268
Stanley Healthcare Solutions	Innerspace	Cabinet, Scope 16 capacity w/vent fan unit	1	\$3,917.12	119269
Stanley Healthcare Solutions	Innerspace	Cabinet, Scope 16 capacity w/vent fan unit	1	\$3,917.12	119270
Stanley Healthcare Solutions	Innerspace	Cabinet, Scope 16 capacity w/vent fan unit	1	\$3,917.12	119271
Penco - Vanguard	Arizona Furnishings	2-Tier Gray Ash Lockers 12"Wx15"Dx72"H with recessed handle	6	\$1,111.93	NA
Penco - Vanguard	Arizona Furnishings	Slope Top Kits	2	\$108.74	NA