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Leann H. Kilts, WEBER COUNTY RECORDER
19-Apr-19 0327 PM FEE $119.00 DEP JC
REC FOR: FIRST AMERICAN NCS SANTA ANA
ELECTRONICALLY RECORDED

This instrument prepared by
Carla F. Fenswick, Esq.
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511 Union Street, Suite 2700
Nashville, Tennessee 37219

RECORDING REQUESTED BY
FIRST AMERICAN TITLE CO.
NATIONAL COMMERCIAL SERVICES

BT BST

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

(Medical Office Building Development)

Made By:

COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation

(as Declarant)

As of April 19, **2019**

Ogden, Utah

~~When Recorded Return To:~~
First American Title Insurance Company
National Commercial Services
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
File No: NCS-897305-SA1

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "**Declaration**") is made effective as of April 19, 2019 (the "**Date of this Declaration**"), by Columbia Ogden Medical Center, Inc., a Utah corporation (hereinafter referred to as "**Declarant**"), having an address at One Park Plaza, Real Estate Department, Nashville, Tennessee 37203, under the following circumstances:

WITNESSETH:

A. Declarant is the owner of certain real property located in Weber County, Utah as described on Exhibit A attached hereto and made a part hereof (the "**MOB Land**"), upon which Declarant desires the construction and operation of a medical office building containing approximately seventy-four thousand four hundred eighty four (74,484) gross square feet (together with any additions or replacements thereto) (the "**MOB**", together with the "MOB Land" and the "MOB Improvements", as described and defined in Article I, are hereinafter referred to collectively as the "**MOB Property**");

B. The MOB Land is part of a larger tract of land owned by Declarant, which larger tract of land, less and except the MOB Land, is described in Exhibit B attached hereto and made a part hereof (the "**Hospital Land**"), upon which the "Hospital" (as described and defined in Article I) is located.

C. Declarant desires to ground lease the MOB Land to HCP OGDEN MOB, LLC, a Delaware limited liability company ("**Ground Tenant**"), a third party who will construct the MOB, and in connection therewith Declarant desires to create certain access rights and easements, on, over and across portions of the Hospital Land for the benefit of the MOB Land and, therefore, Declarant is executing and "Recording" (as hereinafter defined) this Declaration for, among other purposes, the purpose of creating such easements; and

D. Declarant desires that the use of the MOB Property complement and not conflict with the use of the "Hospital Property" (as described and defined in Article I), and that the use of the Hospital Property not conflict with the use of the MOB Property, and, therefore, Declarant is executing and Recording this Declaration for, among other purposes, the additional purpose of imposing certain easements, restrictions and obligations upon the MOB Property and the Hospital Property and other purposes as provided herein.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Hospital Property and the MOB Property, Declarant as fee simple owner of the Hospital Land and the MOB Land declares that the Hospital Property and the MOB Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration.

ARTICLE I
DEFINITIONS

1.01 **Definitions**. In addition to any terms defined elsewhere in this Declaration, as used in this Declaration, the following terms shall have the following meanings:

"**Affiliate**" shall mean any "Person" (as hereinafter defined), which directly or indirectly, owns or "Controls" (as hereinafter defined), is owned or "Controlled" (as hereinafter defined), or is under common ownership or Control with the Person.

"**Ancillary Medical Care Services**" shall mean the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a "Physician" (as hereinafter defined) or by other health care professionals either independently licensed or under the direct supervision of a Physician, including but not limited to the following procedures, services and facilities: (a) any form of testing for diagnostic or therapeutic purposes; (b) provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory); (c) diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, "CT" (as hereinafter defined), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and MRI); and (d) physical therapy services or respiratory therapy services.

"**Applicable Environmental Law**" shall have the meaning set forth in Section 4.07(f) hereof.

"**Attachment Improvements**" shall have the meaning set forth in Section 3.04(b) hereof.

"**Business Days**" shall mean any days other than a Saturday, Sunday or federal holiday.

"**Closure Notice**" shall have the meaning set forth in Section 2.10(a) hereof.

"**Connector Facilities**" shall mean the pedestrian walkways (together with all related facilities, improvements and equipment), including, but not limited to, enclosed structures containing or consisting of stairways, elevator systems and enclosed overhead walkways or corridors, now or hereafter connecting any two or more of the Hospital, the MOB and any other building on the Hospital Land.

"**Control**" (including the correlates of "**Controlled**" and "**Controlling**") shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of the specified Person, through the ownership or control of voting securities, partnership interests or other equity interests, by contract or otherwise.

"**CT**" shall mean computerized tomography.

"**Date of this Declaration**" shall have the meaning set forth in the first paragraph of this Declaration.

"**Declarant**" shall have the meaning set forth in the first paragraph of this Declaration.

"**Declaration**" shall have the meaning set forth in the first paragraph of this Declaration.

"**Driveway Facilities**" shall mean marked (or otherwise delineated) driveways and related driveway improvements, now located and from time to time located on the Hospital Land or the MOB Land, as the case may be, including without limitation, curbs, curb cuts, traffic control signs and signals, lighting equipment and landscaping.

"**Existing Declarations**" shall have the meaning set forth in Section 4.17 hereof.

"**First Mortgage**" shall mean the Mortgage which is the most senior Mortgage in terms of lien priority which encumbers the MOB Property or any part thereof or interest therein.

"**First Mortgagee**" shall mean the holder of the First Mortgage.

"**Ground Lease**" shall mean that certain Ground Lease, dated as of the Date of this Declaration, by and between Declarant, as "Landlord" (as defined therein), and Ground Tenant, as "Tenant" (as defined therein), relating to the MOB Land.

"**Ground Tenant**" shall have the meaning set forth in paragraph C of the recitals to this Declaration together with its permitted successors and assigns.

"**Hazardous Material**" shall have the meaning set forth in Section 4.07(e) hereof.

"**HCA**" shall mean HCA Healthcare, Inc., a Delaware corporation together with its permitted successors and assigns.

"**Hospital**" shall mean the "Hospital Facility" (as hereinafter defined) that may now or hereafter be located on the Hospital Land, other than the MOB Improvements and other medical office buildings.

"**Hospital Facility**" shall mean a general acute care hospital, medical hospital, specialty hospital or other health care facility providing either inpatient or outpatient services or facilities, which services or facilities are substantially the same as the inpatient or outpatient services provided in a typical general acute care hospital, specialty hospital or medical hospital.

"**Hospital Indemnified Parties**" shall have the meaning set forth in Section 4.08 hereof.

"**Hospital Land**" shall have the meaning set forth in paragraph B of the recitals to this Declaration; provided, however, for purposes of Article II hereof, if the Hospital Land is ever subdivided or if a portion (but not all) of the Hospital Land is ever transferred or conveyed such that the Hospital Land is thereafter owned by more than one Person, then from and after such subdivision, transfer or conveyance, the Hospital Land shall mean that portion of the real property described on Exhibit B attached hereto, that is owned or ground leased (as described in the definition of "Hospital Land Owner" (as hereinafter defined)), as the case may be, by the Person

who is the Hospital Land Owner for purposes of Article II of this Declaration as determined pursuant to the definition of Hospital Land Owner.

"**Hospital Land Owner**" shall mean each Person that is the owner from time to time of fee simple or leasehold (as described below) title to the Hospital Land, but only during the period of such Person's ownership; provided, however, for purposes of Article II only, if the Hospital Land is ever subdivided or if a portion (but not all) of the Hospital Land is ever transferred or conveyed such that the Hospital Land is thereafter owned by more than one Person, then Hospital Land Owner shall mean each Person that is the owner from time to time (but only during the period of such Person's ownership) of fee simple or leasehold (as described below) title to that portion of the Hospital Land designated as the portion of the Hospital Land entitled to the rights set forth in Article II in a written instrument executed by Declarant and Recorded in the land records of the county in which the Hospital Land is located; provided, further, in the event of any additional subdivisions, transfers or conveyances of that portion of the Hospital Land so designated, the instrument designating the portion of the Hospital Land entitled to the rights set forth in Article II shall be executed and Recorded by the Person that was the Hospital Land Owner for purposes of Article II at the time of such subdivision, transfer or conveyance; provided, further, in the event any such designation is not so Recorded, then until such designation is so Recorded, the Hospital Land Owner shall mean for purposes of Article II, each Person that is the owner from time to time (but only during the period of such Person's ownership) of fee simple or leasehold (as described below) title to that portion of the Hospital Land upon which the Hospital, if any, is located, or if the Hospital is no longer in operation on the Hospital Land or if there is no Hospital, the largest parcel of land which is a part of the Hospital Land. If any owner of record fee simple title to the Hospital Land ground leases the Hospital Land to another Person for a term of twenty (20) years or more, including all extensions and renewal options, pursuant to a ground lease, which ground lease or a memorandum thereof is Recorded, then until the expiration or termination of such ground lease, "Hospital Land Owner" shall be the then-current tenant under such ground lease; provided, however, for purposes of Article II only, such tenant shall be the "Hospital Land Owner" only so long as the owner of record fee simple title to the portion of the Hospital Land ground leased by such tenant would be the Hospital Land Owner for purposes of Article II in the absence of such ground lease. As of the date of this Declaration, Declarant is the Hospital Land Owner.

"**Hospital Parcel**" shall have the meaning set forth in Section 4.06(b) hereof.

"**Hospital Parcel Owner**" shall have the meaning set forth in Section 4.06(b) hereof.

"**Hospital Parcel Property**" shall mean and include a Hospital Parcel and all buildings and improvements now or hereafter located thereon.

"**Hospital Property**" shall mean and include the Hospital Land, the Hospital and all buildings and improvements now or hereafter located on the Hospital Land.

"**Hospital Utility Facilities**" shall mean such utility structures and improvements now or hereafter located on the MOB Land that provide Utility Services to the Hospital Property.

"**Interest Rate**" shall mean the prime rate of interest as announced from time to time by *The Wall Street Journal*, plus one percent per annum.

"**Land**" shall mean the Hospital Land and the MOB Land.

"**Legal Requirements**" shall mean all laws, ordinances and regulations and other governmental rules, orders and determinations, now or hereafter in effect and regardless of whether or not presently contemplated, which are applicable to the Land or any buildings or other improvements thereon.

"**Maintenance Costs**" shall have the meaning set forth in Section 4.15 hereof.

"**Medical Real Estate Investor**" shall have the meaning set forth in the definition of Precluded Transferee set forth in this Section 1.01.

"**MOB**" shall have the meaning set forth in paragraph A of the recitals to this Declaration.

"**MOB Improvements**" shall mean the MOB and all other buildings and improvements now or hereafter located on the MOB Land.

"**MOB Indemnified Parties**" shall have the meaning set forth in Section 4.08(b) hereof.

"**MOB Land**" shall have the meaning set forth in paragraph A of the recitals to this Declaration.

"**MOB Land Owner**" shall mean each Person that is the owner from time to time of fee simple title to the MOB Land, but only during the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the MOB Land ground leases the MOB Land to another Person for a term of twenty (20) years or more, including all extension and renewal options, pursuant to a ground lease, which ground lease or a memorandum thereof is Recorded, then until the expiration or termination of such ground lease, "MOB Land Owner" shall be the then-current tenant under such ground lease. As of the execution of the Ground Lease, Ground Tenant is the MOB Land Owner.

"**MOB Owner**" shall have the meaning set forth in Section 2.09(a) hereof.

"**MOB Property**" shall have the meaning set forth in paragraph A of the recitals to this Declaration.

"**Mortgage**" shall mean any mortgage, deed of trust, deed to secure debt or similar lien which is Recorded, secures the payment of any indebtedness and encumbers all or any part of the MOB Land or the Hospital Land, or any interest therein.

"**Mortgagee**" shall mean the holder of any Mortgage.

"**Offer Property**" shall have the meaning set forth in Section 2.09(a) hereof.

"**Other Easement Holders**" shall have the meaning set forth in Section 4.03 hereof.

"**Parking Facilities**" shall mean marked or otherwise delineated parking areas and drives and related parking improvements now located and from time to time located on the Hospital Land or the MOB Land, as the case may be, including, without limitation, parking structures, garages and parking decks.

"**Party Wall**" shall have the meaning set forth in Section 3.06 hereof.

"**Pedestrian Corridor**" shall mean the lobbies, foyers, vestibules, sidewalks, walkways (except, for the avoidance of doubt, Connector Facilities), elevators and corridors now or hereafter located on (a) the MOB Property, (b) Hospital Property, (c) within the MOB and (d) within buildings located on the Hospital Land providing pedestrian ingress and egress to, from, among or between two or more of the following: (i) the MOB Property, (ii) the Hospital Property, (iii) Connector Facilities, (iv) Driveway Facilities, and (v) Parking Facilities.

"**Permanently Closed**" shall have the meaning set forth in Section 2.10 hereof.

"**Permittees**" with respect to any party shall mean all tenants, visitors, invitees, patients, officers, directors, members, partners, contractors, representatives, licensees, employees, concessionaires, and the tenants, visitors, invitees, officers, directors, members, partners, contractors, representatives, licensees and employees of any of the foregoing.

"**Person**" or "**person**" shall mean any natural person, corporation, partnership (general or limited), limited liability company, joint venture, association, joint stock company, firm, trust, trustee, government, governmental authority, other entity, or other organization recognized at law.

"**Physicians**" shall mean (a) physicians and (b) other health care practitioners, so long as such other health care practitioners would qualify for membership on the staff of the Hospital in accordance with the criteria established from time to time by the Hospital Land Owner for non-physician health care practitioner-members of its medical or allied healthcare staff, provided that the foregoing definition shall not operate to require such other health care practitioners to actually be or become members of the Hospital's staff.

"**Precluded Transferee**" shall mean and include (i) any Person which is engaged in the ownership, operation or management of any acute care general hospital, medical/surgical hospital, specialty hospital or other hospital facility, extended care facility, rehabilitation center or facility, emergency center, outpatient or inpatient surgery center or facility, outpatient or inpatient birthing center or facility, diagnostic imaging center or facility, physical therapy center or facility, respiratory therapy center or facility or inhalation therapy center or facility; (ii) any Person who provides insurance to enrollees or accepts, directly or indirectly, delegated risk for the health care of individuals; and (iii) any Person that is an Affiliate of any Person described in clauses (i) and (ii) above; provided, however, Precluded Transferee shall not mean Hospital Land Owner and shall not mean any Affiliate of Hospital Land Owner; and provided, further, (a) a Precluded Transferee shall not include any Person that is engaged primarily in the business of owning and leasing real estate on which all or any of the businesses or facilities described above

are owned and operated by unrelated third parties (a "**Medical Real Estate Investor**") (provided, that, neither such Medical Real Estate Investor nor any of its Affiliates, directly or indirectly, operate or manage any such businesses or facilities), (b) in no event will any real estate investment trust ("**REIT**") be a Precluded Transferee solely because of such REIT's operation of (i) senior independent living and/or senior assisted living facilities, and/or (ii) nursing, long term acute care and/or extended care facilities, provided that with respect to (b), the day to day operations of such facilities are conducted through the engagement of a Person that is not Controlled by the REIT or an Affiliate thereof and (c) in no event will any REIT be a Precluded Transferee solely because of such REIT's ownership, operation or management of any Person described in clause (ii) above, so long as such REIT's ownership (by voting or by value) of such Person does not exceed thirty-five percent (35%) of the total ownership interest in any such Person.

"**Recorded**" (including the correlate of "**Recording**") shall mean filed for record in the land records of the county in which the MOB Land or the Hospital Land, as the case may be, is located.

"**Reinstatement Notice**" shall have the meaning set forth in Section 2.11(a) hereof.

"**REIT**" shall mean a real estate investment trust.

"**Released Hospital Tract**" shall have the meaning set forth in Section 4.06 hereof.

"**Required Campus Parking Number**" shall mean the sum of (i) the Required MOB Parking Number plus (ii) the number of parking spaces necessary to comply with all applicable Legal Requirements regarding the total number of parking spaces required for the buildings now or hereafter located on the Hospital Land and any other land in the vicinity of the Hospital Land upon which the Hospital Land Owner has a right or easement to park (excluding, however, the MOB Land).

"**Required MOB Parking Number**" shall mean the greater of (i) the number of parking spaces necessary to comply with all applicable Legal Requirements regarding the total number of parking spaces required for the MOB, or (ii) five parking spaces per 1,000 square feet of rentable area of the MOB.

"**Restoration Period**" shall mean with respect to damage or destruction of the MOB Improvements or the Hospital Property by fire or other casualty, the two-year period following occurrence of such damage or destruction, which period shall be extended by any delay due to unforeseeable causes beyond MOB Land Owner's or Hospital Land Owner's control, as applicable, and without MOB Land Owner's or Hospital Land Owner's, as applicable, fault or negligence including, but not limited to, acts of God, acts of war, acts of terrorism, acts of Hospital Land Owner or MOB Land Owner, as applicable, not permitted under this Declaration, fires, floods, strikes, freight embargoes, unusually severe weather conditions not reasonably anticipatable, but excepting delays due to the fault of the contractors or subcontractors of MOB Land Owner or Hospital Land Owner, as applicable.

"**Standard for Changes**" as applicable to the MOB Property shall mean, where expressly used or referred to in this Declaration, the standard which requires that any grant, change, relocation, reconfiguration, closure or removal of any Driveway Facility, Parking Facility, Attachment Improvements, Connector Facility, Pedestrian Corridor, Utility Facility, Party Walls or any other part of the MOB Property or the exercise of any easement or other right which is either granted or reserved in this Declaration or the release of any such easement or right (i) shall not have a material adverse effect on the use, operation or value of the MOB, and shall not materially interfere with the operation of the MOB, (ii) shall not cause the MOB or the MOB Property to be in violation of any Legal Requirements, and (iii) shall not discriminate against the MOB, in relation to other medical office buildings on the Hospital Land, in a materially adverse way. Notwithstanding anything to the contrary contained herein, a temporary, short-term obstruction or condition as a result of any foregoing grant, change, relocation, reconfiguration, closure, exercise or release, which may cause an inconvenience as a result of such grant, change, relocation, reconfiguration, closure, exercise or release, but does not unreasonably interfere with access to or operation of the MOB Property, and does not cause the MOB Property or the MOB Land Owner to be in violation of any Legal Requirement, shall not be a violation of the Standard for Changes.

"**Standard for Repairs**" as applicable to the MOB Property shall mean, where expressly used or referred to in this Declaration, the standard which requires that repairs, maintenance, construction and other work to the MOB Property performed by Hospital Land Owner or the MOB Land Owner, as applicable, (i) shall not have a material adverse effect on the use, operation or value of the MOB and shall not materially interfere with the operation of the MOB, (ii) shall not cause the MOB or the MOB Property to be in material violation of any applicable Legal Requirements, and (iii) shall be performed in a good and workmanlike manner without material defects, with a quality equal to or better than the quality of the MOB. Notwithstanding anything to the contrary contained herein, a temporary, short-term obstruction or condition as a result of any of the foregoing repair, maintenance, construction and other work, which may cause an inconvenience while such work is being performed, but does not unreasonably interfere with access to or operation of the MOB Property, and does not cause the MOB Property or the MOB Land Owner to be in violation of any Legal Requirement, shall not be a violation of the Standard for Repairs.

"**Terminable Rights**" shall have the meaning set forth in Section 2.10 hereof.

"**Transferred Hospital Tract**" shall have the meaning set forth in Section 4.06 hereof.

"**Utility Facilities**" shall mean such utility structures and improvements as are described on Exhibit C attached hereto now or hereafter located on the Hospital Land providing Utility Services to the MOB Property or now or hereafter located on the MOB Land providing Utility Services to the Hospital Property.

"**Utility Easement Parcels**" shall mean that portion or those portions of the Hospital Land upon which the Utility Facilities which will be constructed by MOB Land Owner to provide Utility Services to the MOB Property will be located as provided in Exhibit E attached

hereto and such additional portions of the Hospital Land required to maintain and repair the Utility Facilities.

"Utility Services" shall mean such utility services as are described on Exhibit D attached hereto.

ARTICLE II
COVENANTS AND RESTRICTIONS APPLICABLE TO MOB PROPERTY

The MOB Property shall be burdened with the following restrictions, limitations and rights for the benefit of the Hospital Property and the Hospital Land Owner:

2.01 Covenants and Restrictions Regarding Use. (a) Except as otherwise expressly provided in this Declaration, the use of the MOB Property shall be limited to the occupancy, management, leasing, maintenance and operation of an office building to be used and occupied only as offices for Physicians to engage in the practice of medicine for the care and treatment of human beings and other related activities incidental thereto, and for no other purpose without the prior written consent of the Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion. Notwithstanding the foregoing, the greater of (i) ten percent (10%) of the usable area of the MOB or (ii) two thousand (2,000) square feet may be occupied for uses other than those permitted above in the first sentence of this Section 2.01(a) provided such uses do not violate the restrictions set forth in Sections 2.01(b) and 2.01(c) below.

(b) Notwithstanding anything to the contrary set forth in Section 2.01(a) above, or Section 2.02 below, in no event shall the MOB Property or any part thereof be used for the following activities without the prior written consent of the Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion: (i) as a Hospital Facility, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient surgery or surgical center, an oncology center, an emergency center, a birthing center or an inhalation, respiratory or physical therapy center; or (ii) for the provision of any Ancillary Medical Care Services or the operation of a facility in which any Ancillary Medical Care Services are provided; in the case of each of clause (i) and (ii), except as expressly permitted below in Section 2.01(c).

(c) Notwithstanding anything to the contrary set forth in Section 2.01(b) above, nothing in Section 2.01(b) shall prohibit or limit the provision or conduct of Ancillary Medical Care Services by a Physician or other health care professional under the supervision of a Physician to such Physician's own patients in such Physician's own office, provided that (i) such Ancillary Medical Care Services (A) are the kind and type usually and customarily provided by a Physician to such Physician's patients in its own offices and (B) are ancillary and incidental to such Physician's primary medical practice and (ii) the patients for whom such Ancillary Medical Care Services are performed are not referred to such Physician primarily for the purpose of obtaining such Ancillary Medical Care Services (except to the extent that performance of such Ancillary Medical Care Services pursuant to referrals made primarily for such purpose are no more than an insignificant portion of such Physician's medical practice on the MOB Property);

and provided further that, under no circumstances whatsoever may the MOB Property or any portion thereof be used to provide or operate any of the following services, procedures or facilities: (1) any surgical procedure other than those procedures customarily performed by a Physician in an office setting; (2) any service or procedure requiring the presence of an anesthesiologist or intravenous sedation; (3) MRI; (4) CT; (5) radiation therapy; or (6) birthing center.

(d) The provisions of Sections 2.01(a), (b) and (c) above and Section 2.02 below shall not apply to any space leased or otherwise occupied by any Affiliate of Hospital Land Owner. Notwithstanding any provision herein to the contrary, the Hospital Land Owner may grant exceptions to the restrictions set forth in Sections 2.01(a), (b) and (c) above or Section 2.02 below, provided (i) any and all such exceptions granted pursuant to this paragraph shall be in writing, (ii) any and all such exceptions shall apply only to such space in the MOB located on the MOB Land as specified in Hospital Land Owner's written grant of consent, (iii) such exceptions shall apply only for such period of time as specified in Hospital Land Owner's written grant of consent, and (iv) such exceptions shall apply only to those Persons identified in Hospital Land Owner's written grant of consent.

2.02 Physician Licensing. All leases and other agreements for the occupancy of space in the MOB with Physicians shall provide that each Physician who conducts a medical practice and related activities at the MOB Property pursuant to each such lease or other agreement shall be appropriately licensed and in good standing with the state licensing board and any applicable federal, state or local certification or licensing agency or office, without restriction, and not subject to any material sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program. MOB Land Owner shall use commercially reasonable efforts to enforce the foregoing requirement; provided, however, that if MOB Land Owner uses such commercially reasonable efforts, in the case of any failure of MOB Land Owner to enforce the foregoing requirement, Hospital Land Owner's remedies shall not include any right to withhold the performance of any of its obligations under this Declaration. Furthermore, each such Physician must be and remain qualified to be a member or associate of the active medical staff of the Hospital; provided, however, that nothing in this paragraph shall require any Physician who conducts a medical practice at the MOB Property actually to be a member of the Hospital's active medical staff.

2.03 Referrals. Nothing set forth in this Declaration requires or shall require or shall be interpreted to require any Physician or any person associated with any Physician to refer any patient to or order or purchase any item of service from Declarant, Hospital Land Owner, the Hospital or any Affiliate Declarant, Hospital Land Owner or the Hospital. No payment or consideration of any kind under or in connection with this Declaration is or shall be made for any such referrals, orders or purchases, if any.

2.04 Maintenance and Repairs. Declarant and Hospital Land Owner have an interest in assuring that the MOB Improvements, landscaping and related improvements from time to time located on the MOB Land complement the buildings, landscaping and related improvements from time to time located on the Hospital Land and that the standards of maintenance and care exercised with respect to such building, landscaping and related

improvements from time to time located on the MOB Land complement the standards of maintenance and care exercised with respect to such buildings, landscaping and related improvements from time to time located on the Hospital Land. Hospital Land Owner shall have the right to solely approve the exterior or structural design of any new construction on the MOB Land or any material exterior or structural modifications, additions, repairs or maintenance (including, without limitation, painting) to the improvements located on the MOB Land. The MOB Land Owner shall submit any request for such approval to Hospital Land Owner in writing, which request shall include such other information as Hospital Land Owner and the MOB Land Owner shall reasonably deem necessary in order for Hospital Land Owner to evaluate such request. If Hospital Land Owner does not expressly disapprove any such request within fifteen (15) Business Days after receipt thereof from the MOB Land Owner, Hospital Land Owner shall be deemed to have approved such request. Hospital Land Owner also shall have the right to designate by written notice from time to time delivered to MOB Land Owner the color of paint to be used on any future painting of the exterior of the MOB Improvements. Furthermore, except as may otherwise be expressly set forth in Article III or Article IV of this Declaration, MOB Land Owner shall keep and maintain all of the MOB Improvements now or hereafter located on the MOB Land in material compliance with all Legal Requirements and in a state of good condition and repair in accordance with the Standard for Repairs. MOB Land Owner shall maintain the grounds and any landscaped areas on the MOB Land in a good condition. Notwithstanding the foregoing, for so long as the Ground Lease is in effect, if there is a conflict between the terms of this Section 2.04 and the applicable provisions of the Ground Lease with respect to MOB Land Owner's obligations with respect to the MOB Improvements, the Ground Lease shall control.

2.05 Damage or Destruction. (a) In the event of any damage to or destruction of the MOB Improvements by fire or other casualty, MOB Land Owner shall promptly use commercially reasonable efforts to (i) place the damaged area of the MOB Land in a safe and secure condition, and (ii) prevent further damage to property on the MOB Property and injury to persons on the MOB Property. MOB Land Owner, at its sole cost and expense, shall promptly and diligently repair or rebuild the MOB Improvements to substantially their condition prior to such fire or other casualty. MOB Land Owner shall repair or rebuild the MOB Improvements in compliance with the Standard for Repairs and MOB Land Owner shall complete such work by the expiration of the Restoration Period. Notwithstanding anything to the contrary set forth herein, MOB Land Owner shall not demolish or remove any Party Wall. Furthermore, in the event of any damage to or destruction of any Party Wall occurring as the result of a casualty that originates within the MOB or as the result of any act, omission or negligence of any person in the MOB, then MOB Land Owner shall repair and/or replace such Party Wall within the Restoration Period and in compliance with the Standard of Repairs, at MOB Land Owner's sole cost and expense. All repairs, rebuilding, demolition or other work done pursuant to this Section 2.05(a) shall be in compliance with the Standard for Repairs.

(b) Immediately following any material damage to the MOB that affects access to the Hospital through the MOB or across the MOB Land, MOB Land Owner, in compliance with the Standard for Repairs, shall promptly use commercially reasonable efforts to install adequate temporary access, reasonably satisfactory to Hospital Land Owner, to the Hospital through or around the MOB. If the MOB Land Owner does not make such access accommodations within

forty-eight (48) hours of the occurrence of the casualty (or if such access provided by MOB Land Owner is not satisfactory to Hospital Land Owner), Hospital Land Owner shall have the right, as its sole and exclusive remedy and at its sole cost, to enter upon the MOB Property and make such access accommodations at its own expense, including without limitation, demolishing and removing the remaining MOB Improvements that are blocking access to the Hospital, clearing debris from the Hospital's entrance and constructing temporary improvements and facilities for access to the Hospital.

(c) In the event of any damage to or destruction of the Hospital Property by fire or other casualty, Hospital Land Owner shall promptly use commercially reasonable efforts, to (i) place the damaged area of the MOB Land in a safe and secure condition, and (ii) prevent further damage to property on the MOB Property and injury to persons on the MOB Property.

(d) Immediately following any material damage to the Hospital Property that affects access to the MOB through the Hospital or across the Hospital Land, Hospital Land Owner shall promptly use commercially reasonable efforts to install adequate temporary access, reasonably satisfactory to MOB Land Owner, to the MOB through or around the Hospital. If the Hospital Land Owner does not make such access accommodations within forty-eight (48) hours of the occurrence of the casualty (or if such access provided by Hospital Land Owner is not satisfactory to MOB Land Owner), MOB Land Owner shall have the right, as its sole and exclusive remedy and at its sole cost, to enter upon the Hospital Property and to make such access accommodations at its own expense, including without limitation, demolishing and removing the remaining improvements located on the Hospital Land that are blocking access to the MOB, clearing debris from the MOB's entrance and constructing temporary improvements and facilities for access to the MOB.

(e) Notwithstanding the foregoing, for so long as the Ground Lease is in effect, if there is a conflict between the terms of this Section 2.05 and the applicable provisions of the Ground Lease with respect to MOB Land Owner's rights and obligations with respect to the MOB Improvements, the Ground Lease shall control.

2.06 Signs. (a) The MOB Land Owner shall provide a name for the MOB which name shall have been consented to in writing by the Hospital Land Owner, such consent not to be unreasonably withheld. MOB Land Owner shall not thereafter change or permit the change of the name of the MOB without the written consent of the Hospital Land Owner, which consent the Hospital Land Owner shall not unreasonably withhold. MOB Land Owner shall not change or modify or permit the change or modification of any sign located on the MOB Land or on the exterior of the MOB Improvements, without the prior written consent and approval of the Hospital Land Owner, which written consent and approval may be granted or denied on the basis of the Hospital Land Owner's reasonable determination as to whether or not such sign is consistent in design, size, color and content with other signs of a similar nature on the Hospital Property. No signs may be constructed, erected, installed or modified on the MOB Land or on the exterior of the MOB Improvements or otherwise visible from the Hospital Land or any other land adjacent to the MOB Land (including interior signs visible from the exterior) without in each instance the written consent and approval of the Hospital Land Owner, which written consent and approval may be granted or denied on the basis of the Hospital Owner's reasonable

determination as to whether or not such sign is consistent in design, size, color and content with other signs of a similar nature on the Hospital Property. Unless otherwise approved in writing by Hospital Land Owner, no sign located on the MOB Land or the MOB or otherwise visible from outside of the MOB shall contain any name or other identifying mark or symbol that incorporates or connotes the name of a Precluded Transferee, except that if a Precluded Transferee is a tenant of the MOB, then such Precluded Transferee's name may be included on interior or directory signs in or on the MOB in a style and size similar to that of other tenants of the MOB.

(b) Notwithstanding the foregoing, Hospital Land Owner's consent shall not be required for any replacement of any previously approved sign so long as the new sign has substantially the same design, size, color and content as the sign being replaced.

2.07 Exterior Changes by Hospital. Provided any such changes are made to the MOB in accordance with the Standard for Repairs and the Standard for Changes, Hospital Land Owner shall have the right to change the exterior appearance of the MOB Improvements to conform to or coordinate with the appearance of improvements on the Hospital Land, at the sole cost and expense of the Hospital Land Owner. The foregoing right shall include, without limitation, the right to (a) change the exterior color of the MOB, (b) change the materials used on the exterior of the MOB, (c) change the color or design of any canopies or other exterior decorative elements of the MOB, and (d) change the design of any signs located on the MOB Land or the MOB. Hospital Land Owner is hereby given the right to enter upon the MOB Land at reasonable times to make any such changes in accordance with the Standard for Repairs and the Standard for Changes. Hospital Land Owner shall provide MOB Land Owner not less than sixty (60) days written notice prior to Hospital Land Owner's entry upon the MOB Land to make such changes. The provisions of Section 4.16 shall apply to any changes made under this Section 2.07.

2.08 Intentionally Deleted.

2.09 Right of First Refusal. (a) If any owner of fee simple or leasehold title to the MOB Property or any portion thereof ("**MOB Owner**") shall receive a bona fide offer from any third party for the purchase, acquisition or lease of the MOB Property or any part thereof or interest therein, which offer MOB Owner desires to accept, or if MOB Owner desires to sell, transfer or lease or make a bona fide offer to sell, transfer, assign or lease the MOB Property or any part thereof or interest therein to a third party, MOB Owner shall promptly deliver to Hospital Land Owner, c/o HCA, One Park Plaza, Nashville, Tennessee 37203, Attention: Real Estate Department (or such other address as Hospital Land Owner may designate by written notice to MOB Owner), a written notice setting forth the full terms and conditions of the proposed transaction, and if available, a copy of such offer, in the case of a purchase or other transfer, or a copy of the proposed lease agreement, in the case of a lease or an assignment of any leasehold interest of MOB Land Owner. The sale, assignment or transfer in one or more transactions of 25% or more of the ownership interest in MOB Owner, which is intended to transfer 25% or more of the beneficial interest of MOB Owner shall constitute a sale of the MOB Property for purposes of this Section 2.09; provided, however, that nothing in this Declaration shall be construed as prohibiting, or requiring the consent of Hospital Land Owner for, nor shall Hospital Land Owner have a right of first refusal with respect to (i) a transfer with respect to the MOB Property as a result of a

foreclosure of a First Mortgage or a deed in lieu of foreclosure of a First Mortgage or the first transfer following an acquisition on account of any such foreclosure or deed in lieu of foreclosure or (ii) any lease of space within the MOB Property provided such lease is for less than all or substantially all of the MOB Property, and so long as no such lease or transfer described in clause (i) or (ii) is to a Precluded Transferee. Hospital Land Owner may, within fifteen (15) days after receipt of such notice, elect to purchase, acquire or lease the MOB Property or such portion thereof or interest therein (or such ownership interest in MOB Owner) which is subject to any offer as described above (which is hereinafter called the "**Offer Property**") on the same terms and conditions as those set forth in such notice. The failure of Hospital Land Owner to exercise this right of first refusal with respect to any proposed sale, lease, or other transfer by MOB Owner shall not result in termination of the right of first refusal with respect to the MOB Property or any portion thereof or interest therein (or interest in MOB Owner) sold, leased, transferred, or assigned as this right of first refusal shall be a continuing right binding upon MOB Owner and all successors to MOB Owner with respect to all subsequent proposed sales, leases, transfers, or assignments of the MOB Property or any portion thereof or interest therein (or interest in MOB Owner). Furthermore, in the event that any proposed sale, lease, assignment or other transfer as to which Hospital Land Owner did not exercise its right of first refusal as above provided, is not completed and closed by MOB Owner within one hundred eighty (180) days after notice thereof was given to Hospital Land Owner, or if prior to the closing of such transaction the terms available to the proposed purchaser, lessee, assignee or transferee are modified and made materially more favorable, then MOB Owner must reoffer the Offer Property to Hospital Land Owner in the same manner provided above and Hospital Land Owner shall have fifteen (15) days from receipt of MOB Owner's reoffer within which to exercise the right of first refusal under this Section 2.09(a).

(b) If the consideration to be paid pursuant to any acceptable third party offer to purchase the Offer Property or otherwise acquire the same from MOB Owner shall include property other than cash, Hospital Land Owner may exercise its right of first refusal with respect to such transaction and shall pay as consideration therefor the same amount of cash and the same exchange property as set forth in the proposed offer, or an all cash purchase price in an amount equal to the sum of the cash portion of the consideration, plus the fair cash value of the property which the purchaser proposed to exchange for the Offer Property. If any acceptable third party offer to MOB Owner for the Offer Property shall include other property owned by MOB Owner, Hospital Land Owner's right of first refusal shall, at Hospital Land Owner's election, be applicable to the MOB Property or the applicable portion thereof or interest therein (or interest in MOB Owner) alone, at a purchase price which shall be that part of the price offered by the third party which the value of the MOB Property or any portion thereof or interest therein (or interest in MOB Owner) bears to the value of all the property included in such third party offer.

2.10 Term of Certain Restrictions and Rights. (a) The provisions of this Article II shall remain in effect and be enforceable for a period of ninety-nine (99) years after the Date of this Declaration, and shall be extended automatically for four (4) successive twenty-five (25) year periods, unless an instrument terminating this Declaration executed by MOB Land Owner, Hospital Land Owner and all Mortgagees is Recorded. Notwithstanding anything to the contrary set forth in this Declaration, at such time as the Hospital is Permanently Closed, then the rights and restrictions set forth in Article II, except for the provisions of Sections 2.03 and 2.12

(collectively, the "**Terminable Rights**"), shall terminate, lapse and be of no further force or effect. The Hospital shall "**Permanently Close**" or be "**Permanently Closed**" at such time as either of the following events has occurred: (i) the Hospital Land Owner determines that the Hospital shall close and no other Hospital Facility will be operated on the Hospital Land within six months after the date of such closing; or (ii) no Hospital Facility has been operated on the Hospital Land for a period of eighteen (18) consecutive months; provided, however, if the Hospital or another Hospital Facility is not being operated because of damage or destruction by fire or any other casualty, and the Hospital or such other Hospital Facility is being repaired or reconstructed, then the Hospital or such other Hospital Facility shall not be deemed to have closed, Permanently Closed or otherwise, from the date of such casualty to the date of completion of such repairs or restoration; provided, however, the Hospital or such other Hospital Facility shall be deemed Permanently Closed if the same has not been reopened for business by the expiration of the Restoration Period. As soon as possible after Hospital Land Owner determines that the Hospital will be closed and that no Hospital Facility will be operated on the Hospital Land, it shall give the MOB Land Owner written notice not less than ninety (90) days prior to the date Hospital Land Owner intends to close the Hospital (such notice is hereinafter referred to as a "**Closure Notice**").

(b) Upon the occurrence of (i) the reduction of licensed beds at the Hospital (or at any Hospital Facility operating on the Hospital Land after the Hospital has closed that has licensed beds) to a number equal to or less than fifty percent (50%) of the number of licensed beds at the Hospital on the Date of this Declaration and (ii) the reduction of occupied rentable space in the MOB to a number less than seventy percent (70%) of such rentable space, then the restrictions set forth in Section 2.01(a) shall terminate and no longer apply to the MOB Property, subject to the provisions of Section 2.11.

(c) In the event that (i) the Terminable Rights terminate as set forth in Section 2.10(a), or (ii) the restrictions set forth in Section 2.01(a) terminate as set forth in Section 2.10(b), then in either such event, the Hospital Land Owner and MOB Land Owner shall execute and record, in the real property records of the county in which the MOB Land is located, an amendment to this Declaration evidencing termination of the Terminable Rights or the restrictions in Section 2.01(a), as applicable.

2.11 Reinstatement of Certain Restrictions and Rights. (a) If the Hospital Land Owner has given a Closure Notice pursuant to Section 2.10(a), but the Hospital Land Owner decides, after giving Closure Notice to the MOB Land Owner, that it will not Permanently Close the Hospital or will operate another Hospital Facility on the Hospital Land, then the Hospital Land Owner may deliver an additional written notice to MOB Land Owner (a "**Reinstatement Notice**") and thereby reinstate the Terminable Rights. Notwithstanding anything to the contrary contained herein, any tenants of space in the MOB under leases entered into after the MOB Land Owner has received the Closure Notice but before MOB Land Owner has received the Reinstatement Notice shall not be subject to the restrictions on use of the MOB Property under Sections 2.01(a), (b) and (c) of this Declaration.

(b) If the restrictions set forth in Section 2.01(a) of this Declaration have been terminated pursuant to Section 2.10(b), then such restrictions may be reinstated by the Hospital

Land Owner by delivering a Reinstatement Notice to MOB Land Owner if (i) the number of licensed beds at the Hospital is increased to more than fifty percent (50%) of the number of licensed beds at the Hospital as of the Date of this Declaration and (ii) occupancy of the rentable space in the MOB increases to no less than eighty-five percent (85%) of such rentable space. Notwithstanding anything to the contrary contained herein, no restrictions set forth in Section 2.01(a) of this Declaration (including without limitation restrictions on use of the MOB Property) will apply to any leases entered into by MOB Land Owner after termination of the restrictions in Section 2.01(a) but before reinstatement of such restrictions.

(c) In the event that (i) the Terminable Rights are reinstated as set forth in Section 2.11(a) or (ii) the restrictions set forth in Section 2.01(a) are reinstated as set forth in Section 2.11(b), then in either such event the Hospital Land Owner and MOB Land Owner shall execute and record in the real property records of the county in which the MOB Land is located an amendment to this Declaration evidencing reinstatement of the Terminable Rights or the restrictions in Section 2.01(a), as applicable.

2.12 Precluded Transferees. MOB Land Owner shall not sell, lease, or sublease or consent to a sublease of all or any portion of the MOB Property to a Precluded Transferee without the consent of Hospital Land Owner.

2.13 Covenants Running with the Land; Enforcement and Remedies. The covenants, agreements, rights, options and restrictions set forth in this Article II shall be effective upon the Date of this Declaration and shall be covenants running with the land and shall be binding upon MOB Land Owner, its successors and assigns, and all Persons claiming by, through or under MOB Land Owner, its successors and assigns, and shall inure to the benefit of Hospital Land Owner and its heirs, successors and assigns. The covenants, agreements, rights, options and restrictions set forth in this Declaration shall remain in full force and effect and shall be unaffected by any change in ownership of the MOB Property, the Hospital Property, or any part of either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Hospital Land Owner by reason of any breach of the agreements, covenants and restrictions set forth in Article II of this Declaration, and, therefore, Hospital Land Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Article II, as well as any other relief available at law or equity. The failure of Hospital Land Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Article II, or to exercise any right or privilege conferred in this Article II, shall not constitute or be construed as the waiver of such restriction, right, option or privilege or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

ARTICLE III
EASEMENTS

3.01 Access Easement. Declarant grants and declares to and for the benefit of the MOB Land Owner, a perpetual non-exclusive right and easement for pedestrian and motor vehicle ingress and egress to and from the MOB Land on, over, and across the Driveway

Facilities from time to time located on the Hospital Land. The Hospital Land Owner shall have the right (a) to relocate or reconfigure the layout of the Driveway Facilities (or any part thereof) to other locations on the Hospital Land, (b) to close temporarily any portion of the Driveway Facilities, (c) to permanently close and/or remove any Driveway Facilities, and (d) to construct buildings, structures and other improvements on any portion or portions of the Hospital Land, including, without limitation, those portions of the Hospital Land upon which the Driveway Facilities are located; provided that, in each instance, the ingress and egress easement provided herein shall be applicable to any relocated Driveway Facilities, and MOB Land Owner shall continue to have access to and from the MOB Land from and to a public right of way. In exercising the right to make any of the changes described in clauses (a) through (d) above and in making such changes, Hospital Land Owner shall comply with the Standard for Changes. The foregoing easement shall not include the right to park or otherwise allow vehicles to stand (other than momentarily) in the entrances, driveways or lanes on the Hospital Land.

3.02 Parking Easement. Declarant grants and declares to and for the benefit of the MOB Land Owner, a perpetual nonexclusive right and easement for pedestrian and motor vehicle ingress and egress to and from the MOB Land and for parking of motor vehicles by MOB Land Owner and its Permittees on, over and across the Parking Facilities from time to time located on the Hospital Land. The Hospital Land Owner shall have the right (a) to reconfigure the layout of any Parking Facilities (or any part thereof) located on the Hospital Land, (b) to relocate Parking Facilities (or any part thereof) to other locations on the Hospital Land, (c) to close temporarily any portion of the Parking Facilities, (d) to permanently close and/or remove Parking Facilities, (e) to convey or lease any portion of the Hospital Land from which Parking Facilities have been or will be closed or removed, and (f) to construct additional buildings, structures and other improvements on any portion or portions of the Hospital Land (subject to all other applicable provisions of this Declaration), including, without limitation, on Parking Facilities; provided, however that that the sum of the number of parking spaces remaining available for use by the MOB Land Owner on the MOB Land, the Hospital Land and any other land in the vicinity of the Hospital Land upon which the MOB Land Owner has a right or easement to park after any such reconfiguration, relocation, closure, removal, conveyance, lease or construction equals not less than the Required MOB Parking Number; and provided that the total number of parking spaces located on the MOB Land, the Hospital Land and on any other land in the vicinity of the Hospital Land upon which the Hospital Land Owner has a right or easement to park after any such reconfiguration, relocation, closure, removal, conveyance, lease or construction equals not less than the Required Campus Parking Number. In order to maintain necessary or desirable parking spaces before, during or after any such reconfiguration, relocation, closure, removal, conveyance, lease or construction, the Hospital Land Owner may construct parking decks, parking structures, garages, parking spaces, and additional drives and/or other Parking Facilities or improvements on the Hospital Land or on other property in the vicinity of the Hospital Land. The parking easement provided herein shall be applicable to such additional Parking Facilities to the extent required to comply with the foregoing requirement if any of the parking spaces located on the Hospital Land are reconfigured, relocated, closed or removed. In exercising the right to make any of the changes described in clauses (a) through (f) above and in making such changes, Hospital Land Owner shall comply with the Standard for Changes.

3.03 Utility Easements. (a) Declarant hereby grants and declares to and for the benefit of the MOB Land Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, on, under and from the Utility Easement Parcels, Utility Facilities for the provision of Utility Services to the MOB Land as are reasonably necessary in connection with the use and enjoyment of the MOB Property; provided that the MOB Land Owner shall comply with the Standard for Changes and the Standard for Repairs in connection with exercising its rights hereunder and in performing such work on the Hospital Land. The Hospital Land Owner shall have the right to use the Utility Easement Parcels for any purpose, including without limitation the installation, use and operation of driveways, parking areas and landscaping, provided that Hospital Land Owner's use of the Utility Easement Parcels complies with the Standard for Changes. The easement and easement rights granted pursuant to this paragraph shall not prohibit the Hospital Land Owner from constructing any buildings, structures or other improvements on the Hospital Land or from otherwise using the Hospital Land for any purpose so long as Hospital Land Owner complies with the Standard for Changes. In connection with such construction, Hospital Land Owner shall (i) not damage or impair the structural integrity of the Utility Facilities by the construction or location of such buildings, structures or other improvements and (ii) ensure that the Utility Services provided by such Utility Facilities are not and will not be interfered with or disrupted or diminished by the construction or location of such building, structures or other improvements. The Hospital Land Owner shall have the right to reconfigure the Utility Easement Parcels or relocate the Utility Easement Parcels and the Utility Facilities to other locations on the Hospital Land provided in the event of any such relocation or reconfiguration, (A) the Hospital Land Owner shall reconfigure the Utility Easement Parcels or relocate the Utility Easement Parcels and such Utility Facilities at its sole cost and expense and (B) there shall be no interference with or disruption of Utility Services provided by such Utility Facilities to the MOB Land, except to the extent reasonably necessary to accomplish such reconfiguration or relocation. The MOB Land Owner shall, at its sole cost and expense, maintain all Utility Facilities installed on, in or under the Utility Easement Parcels by the MOB Land Owner or which provide Utility Services solely to the MOB Land in material compliance with all applicable Legal Requirements and shall make all repairs, replacements and renewals necessary to maintain such material compliance subject to the obligation of Ground Tenant set forth in the Ground Lease to reimburse "Landlord" (as defined in the Ground Lease) for its equitable share of all costs incurred in connection with such maintenance, repairs, replacements and renewals. In the event that the surface of the ground or any improvements located on the Utility Easement Parcels are damaged in the course of the installation of any Utility Facilities by the MOB Land Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement of Utility Facilities by the MOB Land Owner or its agent or contractors, the MOB Land Owner shall, at its sole cost and expense, promptly repair all damage to such surface of the ground or to such improvements to substantially the condition existing prior to such damage. The Hospital Land Owner shall, at its sole cost and expense, maintain all Utility Facilities to the extent the Utility Facilities serve both the MOB Land and the Hospital Land. In exercising its right to reconfigure the Utility Easement Parcels or relocate the Utility Easement Parcels and the Utility Facilities and in making any such reconfiguration or relocation, Hospital Land Owner shall comply with the Standard for Changes.

(b) Declarant hereby grants and declares to and for the benefit of the Hospital Land Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair,

replace and/or remove in, on under and from the MOB Land, Utility Facilities for the provision of Utility Services to the Hospital Land as are reasonably necessary in connection with the use and enjoyment of the Hospital Property; provided that the Hospital Land Owner shall comply with the Standard for Changes and the Standard for Repairs in connection with exercising its rights hereunder and in performing such work on the MOB Land. The foregoing right and easement shall include the right to construct and install underground Utility Facilities beneath the MOB so long as the construction and installation of such Utility Facilities will not damage, weaken or impair the structural integrity of the MOB and shall be done in a manner to minimize disruption of tenants of the MOB. Hospital Land Owner will provide reasonable assurances of the foregoing to MOB Land Owner. The easements and easement rights granted pursuant to this paragraph shall not prohibit the MOB Land Owner from constructing any buildings, structures or other improvements on the MOB Land or from otherwise using the MOB Land for the purposes permitted in this Declaration so long as MOB Land Owner complies with the Standard for Changes and the Standard for Repairs. In connection with such construction, MOB Land Owner shall (i) not damage or impair the structural integrity of the Utility Facilities benefiting the Hospital Land Owner by the construction or location of such buildings, structures or other improvements and (ii) ensure that the Utility Services provided by such Utility Facilities are not and will not be interfered with or disrupted or diminished by the construction or location of such building, structures or other improvements. The Hospital Land Owner shall, at its sole cost and expense, maintain all Utility Facilities installed on, in or under the MOB Land by the Hospital Land Owner or which provide Utility Services to the Hospital Land, in material compliance with all applicable Legal Requirements and shall make all repairs, replacements and renewals necessary to maintain such material compliance subject to the obligation of Ground Tenant set forth in the Ground Lease to reimburse "Landlord" (as defined in the Ground Lease) for its equitable share of all costs incurred in connection with such maintenance, repairs, replacements and renewals. In the event that the surface of the ground or any improvements located on MOB Land are damaged in the course of the installation of any Utility Facilities by the Hospital Land Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement of such Utility Facilities by the Hospital Land Owner, or its agent or contractors, the Hospital Land Owner shall, at its sole cost and expense, promptly repair all damage to such surface of the ground or to such improvements to the condition existing prior to such damage.

3.04 Attachment Easements.

(a) ***Intentionally Deleted.***

(b) Declarant hereby grants and declares to and for the benefit of the Hospital Land Owner, a perpetual non-exclusive right and easement to attach and connect to the MOB at Hospital Land Owner's sole expense and in compliance with the Standard for Changes and the Standard for Repairs, foundations, footings, columns, walls, frames, ceilings, floors, roof structures and systems, beams, joists and other building components (collectively, the "**Attachment Improvements**") and to enter upon the MOB Land and into the MOB for the purpose of exercising the foregoing right and easement; provided, however, such easement and easement rights shall not be exercised without the prior written consent of the MOB Land Owner, which consent may be withheld in its sole discretion. Hospital Land Owner shall keep and maintain the Attachment Improvements in good condition and repair and shall make all

repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, in order to maintain the same in such condition and repair, subject to the Standard for Repairs. In addition, the Hospital Land Owner shall keep and maintain the Attachment Improvements in a safe, clean and attractive condition. The foregoing obligations are subject to the obligation of Ground Tenant set forth in the Ground Lease to reimburse "Landlord" (as defined in the Ground Lease) for its equitable share of all costs incurred in connection with such maintenance, repairs, replacements and renewals.

3.05 ***Intentionally Deleted.***

3.06 **Party Walls.** (a) Declarant hereby grants and declares to and for the benefit of the Hospital Land Owner and MOB Land Owner that any structural wall and other structural components now located or hereafter constructed on or near the boundary of the Hospital Land and the MOB Land that connects, or is otherwise in common with, the buildings or building additions now or hereafter located on the Hospital Land and the MOB Land are attached as hereinabove permitted or to which an Atrium is attached as hereinabove permitted shall be a "**Party Wall**". The Hospital Land Owner shall own so much of a Party Wall as stands upon the Hospital Land and the MOB Land Owner shall own so much of a Party Wall as stands upon the MOB Land. The Hospital Land Owner shall have the right and easement to use so much of a Party Wall as is located on the MOB Land and the MOB Land Owner shall have the right and easement to use so much of a Party Wall as is located on the Hospital Land, provided any such use is not for a purpose inconsistent with the joint use of the Party Wall. Neither Hospital Land Owner nor MOB Land Owner shall take or permit any action that adversely affects the structural integrity of any Party Wall.

(b) Hospital Land Owner shall be responsible for and shall pay, without contribution by MOB Land Owner, the costs of maintaining and repairing the nonstructural components of the exterior portion of any Party Wall and MOB Land Owner shall be responsible for and shall pay, without contribution by Hospital Land Owner, the costs of maintaining and repairing the nonstructural components of the interior portion of any Party Wall. For purposes of interpreting the preceding, the interior portion of a Party Wall is that portion that faces the interior of the MOB and the exterior portion of a Party Wall is that portion that faces away from the MOB. This Section 3.06(b) applies to the maintenance and repair of the nonstructural components of Party Walls.

(c) Hospital Land Owner shall keep and maintain, in accordance with the Standard for Repairs, the structural components of any Party Wall in good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary and extraordinary, that may be necessary to maintain the foregoing condition. Hospital Land Owner shall have the right to enter the MOB at reasonable times and as reasonably necessary to inspect, maintain, repair, restore, reconstruct or improve the structural components of any Party Wall, which work shall be performed in accordance with the Standard for Repairs. The expense of any maintenance, repair, restoration, reconstruction or improvement of the structural components of any Party Wall shall be borne equally by Hospital Land Owner and MOB Land Owner.

3.07 **Connector Easements**. (a) Declarant hereby grants and declares to and for the benefit of the Hospital Land Owner, a perpetual non-exclusive right and easement for the operation, maintenance, repair and replacement of Connector Facilities on the MOB Land, subject to the Standard for Repairs, and for pedestrian ingress and egress to and from the MOB on, over and across the Connector Facilities. Hospital Land Owner shall have a perpetual right and easement to maintain on the MOB Land any foundations, footings, columns, walls, frames, ceilings, floors, roof structures and systems, beams, joists and any other building components that are part of any Connector Facilities and to encroach upon and enter the MOB Land and the MOB Property to the extent required to maintain, repair, replace, remove or renew any foundations, footings, columns, walls, frames, ceilings, floors, roof structures and systems, beams, joists and any other building components that are part of any Connector Facilities, subject to the Standard for Repairs. In the event that any improvements located on the MOB Land are damaged during any maintenance, repair, replacement, removal or renewal of the Connector Facilities by Hospital Land Owner or its agents, employees or contractors, Hospital Land Owner shall repair all such damage with reasonable promptness in accordance with the Standard for Repairs. In the event that Hospital Land Owner desires to expand any building on the Hospital Land to which Connector Facilities are attached, Hospital Land Owner shall have the right to relocate the Connector Facilities provided that (i) Hospital Land Owner shall relocate and reconstruct the Connector Facilities, at its sole cost and expense, and (ii) Hospital Land Owner

building. Notwithstanding anything set forth herein to the contrary, MOB Land Owner shall not have any right or easement with respect to any Pedestrian Corridor located on the Hospital Land to which access is not available from the MOB via Connector Facilities and/or other Pedestrian Corridors or which is not otherwise reasonably necessary for the use and operation of the MOB. Notwithstanding the foregoing, the rights and easements granted in this Section 3.08(b) shall not prohibit Hospital Land Owner from demolishing any building located on the Hospital Land through which a Pedestrian Corridor is located. If the Hospital is Permanently Closed, the easements through Pedestrian Corridors granted in this Section 3.08(b) shall be terminated.

ARTICLE IV
GENERAL PROVISIONS

4.01 **Covenants Running With Land; Consideration**. The rights and easements granted, declared and created in Articles III and IV hereof and the various terms, conditions, restrictions and agreements set forth herein shall be (a) easements, covenants and agreements running with the land and (b) binding upon and inure to the benefit of Hospital Land Owner, MOB Land Owner and their respective successors and assigns and all those claiming by, through or under Hospital Land Owner, MOB Land Owner or any of their successors and assigns. Declarant acknowledges and declares that the rights and easements granted to and for the benefit of the MOB Land Owner in Article III are granted in consideration of the obligations and covenants undertaken by MOB Land Owner herein in connection with the MOB Land. Except as may be specifically and expressly otherwise provided herein, MOB Land Owner may use and enjoy such rights and easements at no cost to it.

4.02 **Use of Easements by Others**. The rights and easements granted and declared herein for the benefit of the MOB Land Owner are intended to create a property interest or right only in the MOB Land Owner and its successors in title or assigns with respect to its interest in the MOB Land, and those tenants or subtenants of MOB Land Owner to whom MOB Land Owner has explicitly, in writing, assigned or granted any such rights or easements, but only to the extent of such assignment or grant. Notwithstanding anything to the contrary contained herein, the MOB Land Owner may permit its Permittees to use and enjoy the easements and easement rights granted and declared herein for the benefit of the MOB Land Owner, but only so long as no property interest in such easements or easement rights is transferred, leased or conveyed to any such Permittee and only so long as any such Permittee uses such easements and easements rights in compliance with this Declaration. The rights and easements granted and declared herein for the benefit of the Hospital Land Owner are intended to create a property interest or right only in the Hospital Land Owner and its successors in title or assigns with respect to its interest in the Hospital Land, and those tenants or subtenants of Hospital Land Owner to whom Hospital Land Owner has explicitly, in writing, assigned or granted any such rights or easements, but only to the extent of such assignment or grant. Notwithstanding anything to the contrary contained herein, the Hospital Land Owner may permit its Permittees to use and enjoy the easements and easement rights granted and declared herein for the benefit of the Hospital Land Owner, but only so long as no property interest in such easements or easement rights is transferred to any such Permittee and only so long as any such Permittee uses such easements and easements rights in compliance with this Declaration.

4.03 Common Use of Easements. The Hospital Land Owner shall have the right to grant easements, leases and licenses to other Persons ("**Other Easement Holders**") for the use of the Driveway Facilities, the Parking Facilities, the Utility Easement Parcels, the Connector Facilities and the Pedestrian Corridors as shall be determined in the sole discretion of the Hospital Land Owner to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings and improvements now or hereafter located on the Hospital Land or any part thereof, or other lands adjacent to or in the vicinity of the Hospital Land. Any Other Easement Holder may permit its Permittees to use and enjoy the Driveway Facilities, the Parking Facilities, the Utility Easement Parcels, the Connector Facilities and the Pedestrian Corridors in common with the MOB Land Owner and Hospital Land Owner, but only so long as no property interest in such easements or easement rights is transferred, leased or conveyed to any such Permittee.

4.04 No Dedication. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

4.05 Easement Reconfiguration. (a) Whenever the Hospital Land Owner relocates or reconfigures to other locations on the Hospital Land any Driveway Facilities, any Parking Facilities, any Utility Facilities providing Utility Services to the MOB Land, or any Connector Facilities, as permitted pursuant to the terms hereof, then: (i) the MOB Land Owner and any Mortgagee shall, upon written request of the Hospital Land Owner, execute and deliver all releases or other documents that the Hospital Land Owner shall determine to be reasonably necessary or appropriate that are in form and substance mutually and reasonably satisfactory to all parties to record in the applicable public land records a termination, cancellation and release of the easement rights herein granted with respect to those portions of the Hospital Land which were subject to the easement(s) or portions thereof which have been relocated or reconfigured; and (ii) the Hospital Land Owner and any Mortgagee shall, upon written request of the MOB Land Owner, execute and deliver to the MOB Land Owner all agreements or other documents that the MOB Land Owner shall determine to be reasonably necessary or appropriate that are in form and substance mutually and reasonably satisfactory to all parties to record in the applicable public land records the location of such relocated or reconfigured easement. Notwithstanding anything to the contrary contained herein, neither MOB Land Owner nor Hospital Land Owner shall have any liability to the other for any failure or refusal of any Mortgagee to execute and deliver any instrument or document required under this Section 4.05(a) or do any other act or thing which it is required to do under this Section 4.05(a) if such failure or refusal is not the result of the failure of MOB Land Owner or Hospital Land Owner, as applicable, to observe or perform any of its agreements or obligations under this Declaration. Notwithstanding anything to the contrary contained herein, any relocation, termination, cancellation or reconfiguration of the easements described in Sections 3.01(a), 3.02(a), 3.03(a), 3.07(a) and 3.07(c) hereof or of any Driveway Facilities, Parking Facilities, Utility Facilities or Connector Facilities, as permitted pursuant to the terms of this Declaration, shall be effective and self-operative without the execution and Recording of any of the instruments referenced in this Section 4.05(a).

(b) Whenever the MOB Land Owner relocates or reconfigures to other locations on the MOB Land any Driveway Facilities, any Parking Facilities, any Utility Facilities providing

Utility Services to the Hospital Land, or any Connector Facilities, as permitted pursuant to the terms hereof (including without limitation, any requirement to comply with the Standard for Changes and/or the Standard for Repairs, to the extent applicable), then (i) the Hospital Land Owner and any Mortgagee shall, upon written request by the MOB Land Owner, execute and deliver all releases or other documents that the MOB Land Owner shall determine to be reasonably necessary or appropriate that are in form and substance mutually and reasonably satisfactory to all parties to record in the applicable public land records a termination, cancellation and release of the easement rights herein granted with respect to those portions of the MOB Land which were subject to the easement(s) or portions thereof which have been relocated or reconfigured; and (ii) the MOB Land Owner and any Mortgagee shall, upon written request of the Hospital Land Owner, execute and deliver to the Hospital Land Owner all agreements or other documents that the Hospital Land Owner shall determine to be reasonably necessary or appropriate that are in form and substance mutually and reasonably satisfactory to all parties to record in the applicable public land records the location of such relocated or reconfigured easement. Notwithstanding anything to the contrary contained herein, neither MOB Land Owner or Hospital Land Owner shall have any liability to the other for any failure or refusal of any Mortgagee to execute and delivery any instrument or document under this Section 4.05(b) or do any other act or thing which it is required to do under this Section 4.05(b) if such failure or refusal is not the result of the failure of MOB Land Owner or Hospital Land Owner, as applicable, to observe or perform any of its agreements or obligations under this Declaration. Notwithstanding anything to the contrary, any relocation, termination, cancellation or reconfiguration of the easements described in Sections 3.01(b), 3.02(b), 3.03(b) and 3.07(e) hereof or any Driveway Facilities, Parking Facilities, Utility Facilities or Connector Facilities, as permitted pursuant to the terms of this Declaration (including without limitation meeting any requirement for compliance with the Standard for Changes and/or the Standard for Repairs, to the extent applicable), shall be effective and self-operative without the execution and Recording of any of the instruments referenced in this Section 4.05(b).

(c) The provisions of Section 4.16 shall apply to any changes made under this Section 4.05.

4.06 Release From Easements. (a) Notwithstanding anything to the contrary set forth in this Declaration, if in connection with the development of any portion of the Hospital Land, the Hospital Land Owner desires to sell, lease, transfer or convey a portion of the Hospital Land to another Person (such portion of the Hospital Land being sold, leased, transferred or conveyed being hereinafter referred to as the "**Transferred Hospital Tract**"), and in connection therewith, such Person desires the release of all or a portion of the Transferred Hospital Tract from one or more of the easements granted and declared pursuant to Article III hereof (such portion of the Transferred Hospital Tract being hereinafter referred to as the "**Released Hospital Tract**"), then upon the request of Hospital Land Owner, subject to the provisions of the penultimate sentence of this Section 4.06(a), Hospital Land Owner, MOB Land Owner and any Mortgagee shall release the Released Hospital Tract from such easement by executing and Recording an instrument releasing the Released Hospital Tract from such easement; provided, however, that (i) any such release of the parking easement set forth in Section 3.02(a) hereof does not result in either (A) the sum of the number of parking spaces remaining available for use by the MOB Land Owner on the MOB Land, the Hospital Land and on any other land in the vicinity of

Hospital Land upon which the MOB Land Owner has a right or easement to park after such release equaling less than the Required MOB Parking Number; or (B) the sum of the number of parking spaces located on the MOB Land, the Hospital Land and on any other land in the vicinity of Hospital Land upon which the Hospital Land Owner has a right or easement to park after such release equaling less than the Required Campus Parking Number, (ii) in the event of any such release of the utility easement set forth in Section 3.03(a) hereof, Hospital Land Owner shall prior to such release relocate the Utility Facilities providing Utility Services to the MOB Land to other locations on the Hospital Land in accordance with the provisions regarding the relocation or reconfiguration of Utility Facilities set forth in Sections 3.03 and 4.05 above, (iii) any such release of the walkway easement set forth in Section 3.07(c) hereof does not prevent pedestrian traffic through any Connector Facilities that directly or indirectly connect the MOB to the Hospital, and (iv) any such release of the pedestrian access easement set forth in Section 3.08(b) does not prevent pedestrian traffic through any Pedestrian Corridor that directly or indirectly connects the MOB to the Hospital. Any such instrument shall be in form and substance mutually and reasonably satisfactory to all parties. Upon the Recording of such instrument, the Released Hospital Tract shall cease to be subject to or burdened by such Article III easement identified in such instrument or by any other provision of this Declaration regarding such released easement. Furthermore, in the event such instrument releases the Released Hospital Tract from all of the easements set forth in Article III that burden such Released Hospital Tract, then upon the Recording of such instrument, the Released Hospital Tract shall no longer be part of the Hospital Land for any purpose under this Declaration, and each Person who is the owner or lessee of the Released Hospital Tract (other than Hospital Land Owner at the time such release is Recorded), shall no longer be a Hospital Land Owner under this Declaration. Hospital Land Owner shall deliver promptly to MOB Land Owner a copy of any such release. Notwithstanding anything to the contrary contained herein, MOB Land Owner shall not have any liability to Hospital Land Owner for the failure or refusal of any Mortgagee to execute and deliver any instrument or document required under this Section 4.06(a) or do any other act or thing which it is required to do under this Section 4.06(a) if such failure or refusal is not the result of the failure of MOB Land Owner to observe or perform any of its agreements or obligations under this Declaration.

(b) Notwithstanding anything to the contrary set forth in this Declaration, if a portion of the Hospital Land is ever transferred or conveyed such that differing portions of the Hospital Land are thereafter owned or leased by different Persons and each such Person is a Hospital Land Owner with respect to the portion of the Hospital Land owned or leased by such Person (each such portion of the Hospital Land shall be referred to as a "**Hospital Parcel**" and each Person who is the Hospital Land Owner of a Hospital Parcel shall be referred to as a "**Hospital Parcel Owner**"), then during the period that differing Hospital Parcels are owned or leased by different Hospital Parcel Owners: (i) each Hospital Parcel Owner shall be responsible for complying with and performing the duties and obligations of the Hospital Land Owner under Articles III and IV of this Declaration only with respect to such Hospital Parcel Owner's Hospital Parcel Property and no Hospital Parcel Owner shall have any duty, obligation, liability or responsibility under Articles III and IV of this Declaration with respect to any Hospital Parcel Property owned or leased by another Hospital Parcel Owner or for any breach or violation of this Declaration by another Hospital Parcel Owner or for any action or inaction of any other Hospital Parcel Owner; (ii) any rights and privileges granted to Hospital Land Owner in Articles III and IV with respect to any construction, maintenance and/or repair on or in the MOB Property and

any duties, obligations and liabilities imposed upon Hospital Land Owner in Articles III and IV with respect to any construction, maintenance and/or repair on or in the MOB Property shall be exercised by and imposed on only the Person who is the Hospital Land Owner for purposes of Article II of this Declaration unless and except to the extent each applicable Hospital Parcel Owner has allocated such rights, privileges, duties, obligations and liabilities between themselves differently in an instrument executed by each applicable Hospital Parcel Owner and Recorded; and (iii) no Hospital Parcel Owner shall be entitled to enter upon the Hospital Parcel of another Hospital Parcel Owner for the purpose of exercising any of the rights or privileges of the Hospital Land Owner under Articles III and IV of this Declaration unless and except to the extent otherwise provided in an instrument executed by each applicable Hospital Parcel Owner and Recorded.

4.07 Compliance with Laws. (a) In connection with the use and enjoyment of the easements and rights granted and declared herein for the benefit of the MOB Land Owner, the MOB Land Owner shall comply in all material respects with all Legal Requirements. In connection with the use and enjoyment of the easements and rights granted and declared herein for the benefit of the Hospital Land Owner, the Hospital Land Owner shall comply with all Legal Requirements.

(b) In particular, without limiting the generality of the foregoing Section 4.07(a): (i) MOB Land Owner shall not bring, keep or use, and shall not permit any of its Permittees to bring, keep or use, any Hazardous Material in or about the Hospital Property, except to the extent that any of the foregoing is incidental to the use of the Hospital Property as permitted under this Declaration and is in compliance with all federal, state, regional, county and local laws, rules and regulations (whether now existing or hereafter enacted or promulgated), including, without limitation, Applicable Environmental Law; and (ii) Hospital Land Owner shall not bring, keep or use, and shall not permit any of its Permittees to bring, keep or use, any Hazardous Material in or about the MOB Property, except to the extent that any of the foregoing is incidental to the use of the MOB Property as permitted under this Declaration and is in compliance with all federal, state, regional, county and local laws, rules and regulations (whether now existing or hereafter enacted or promulgated), including, without limitation, Applicable Environmental Law.

(c) MOB Land Owner shall indemnify, hold harmless and defend the Hospital Land Owner and the Hospital Indemnified Parties, from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, obligations, demands, defenses, judgments, suits, proceedings, interest, losses (including, without limitation, any sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity), costs, disbursements or expenses of any kind or of any nature whatsoever incurred by, sought from or asserted directly or indirectly against the Hospital Land Owner or any of the Hospital Indemnified Parties, as applicable, as a result of any breach by MOB Land Owner of its obligations under Section 4.07(b)(i) of this Declaration. The foregoing indemnity shall include, without limitation, (A) the costs of removal of any and all Hazardous Material from the Hospital Property, (B) all additional costs reasonably required to take necessary precautions to protect against the release of Hazardous Material on, in, under or

affecting the Hospital Property, as applicable, into the air above the Hospital Property, in any body of water on the Hospital Property, or on, in, under or affecting any adjoining public domain or any adjoining surrounding areas, and (C) any costs incurred to comply with all applicable laws, orders, judgments and regulations with respect to Hazardous Material. MOB Land Owner shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against Hospital Land Owner in any action described under this Section 4.07(c).

(d) Hospital Land Owner shall indemnify, hold harmless and defend the MOB Land Owner and the MOB Indemnified Parties, from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, obligations, demands, defenses, judgments, suits, proceedings, interest, losses (including, without limitation, any sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity), costs, disbursements or expenses of any kind or of any nature whatsoever incurred by, sought from or asserted directly or indirectly against the MOB Land Owner or any of the MOB Indemnified Parties, as applicable, as a result of any breach by Hospital Land Owner of its obligations under Section 4.07(b)(ii). The foregoing indemnity shall include, without limitation, (A) the costs of removal of any and all Hazardous Material from the MOB Property, (B) all additional costs reasonably required to take necessary precautions to protect against the release of Hazardous Material on, in, under or affecting the MOB Property, as applicable, into the air above the Hospital Property, in any body of water on the Hospital Property, or on, in, under or affecting any adjoining public domain or any adjoining surrounding areas, and (C) any costs incurred to comply with all applicable laws, orders, judgments and regulations with respect to Hazardous Material. Hospital Land Owner shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against MOB Land Owner in any action described under this Section 4.07(d).

(e) As used in this Section 4.07(b), the term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Utah or the United States Government, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Hospital Property, the MOB Property or any part thereof, or any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs, (v) lead paint, (vi) mold, and (vii) asbestos.

(f) As used herein, the term "**Applicable Environmental Law**" shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, and the Safe Drinking Water Act, 42 U.S.C. § 300f through 300j-

26, as such acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material as now or any time hereafter in effect.

(g) The obligations, agreements and indemnities of MOB Land Owner and Hospital Land Owner set forth in Sections 4.07(b), (c), (d), (e) and (f) shall survive the expiration or termination of this Declaration.

4.08 Indemnification. (a) To the fullest extent permitted by applicable law, MOB Land Owner shall indemnify and hold harmless Hospital Land Owner and its Affiliates or Mortgagees and its and their respective officers, directors, partners, shareholders, employees and agents (collectively, the "**Hospital Indemnified Parties**"), from and against any and all losses, damages, liabilities, demands, causes of action, costs and expenses (including reasonable attorneys' fees and costs of litigation), directly or indirectly arising out of or resulting from injury to or death of persons, or damage to or loss of property, which occurs on or about the MOB Property or in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the MOB Property or any part thereof, except to the extent arising out of the gross negligence or willful misconduct of Hospital Land Owner, its Affiliates, tenants and subtenants, or their respective Permittees.

(b) To the fullest extent permitted by applicable law, Hospital Land Owner shall indemnify and hold harmless MOB Land Owner and its Affiliates or Mortgagees, and its and their respective officers, directors, partners, shareholders, employees and agents (collectively, the "**MOB Indemnified Parties**"), from and against any and all losses, damages, liabilities, demands, causes of action, costs and expenses (including reasonable attorneys' fees and costs of litigation), directly or indirectly arising out of or resulting from injury to or death of persons, or damage to or loss of property, which occurs on or about the Hospital Property or in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Hospital Property or any part thereof, except to the extent arising out of the gross negligence or willful misconduct of MOB Land Owner, its Affiliates, tenants or subtenants, or their respective Permittees.

4.09 Maintenance of Driveway Facilities and Parking Facilities. Hospital Land Owner shall keep and maintain the Driveway Facilities and the Parking Facilities located on the Hospital Land in good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, in order to maintain the same in such condition and repair. In addition, the Hospital Land Owner shall keep and maintain the Driveway Facilities and the Parking Facilities located on the Hospital Land in a safe, clean and attractive condition. The foregoing obligations are subject to the obligation of Ground Tenant set forth in the Ground Lease to reimburse "Landlord" (as defined in the Ground Lease) for its equitable share of all costs incurred in connection with such maintenance, repairs, replacements and renewals. In the event that Hospital Land Owner fails to perform its obligations under this Section 4.09(a), then MOB Land Owner shall have the right, but not the obligation, to give Hospital Land Owner written notice of such failure. If Hospital Land Owner does not do all work necessary to perform its obligations under this Section 4.09(a) and remedy such failure

within thirty (30) days after receipt of such notice, or within a reasonable period of time if thirty (30) days is insufficient time to correct such failure so long as Hospital Land Owner commences cure within such 30-day period and diligently prosecutes such cure to completion, then MOB Land Owner shall have the right, but not the obligation, to enter upon the Hospital Property and do all such work as is reasonably necessary to remedy such failure. In such event, Hospital Land Owner shall reimburse MOB Land Owner for the reasonable out-of-pocket costs that MOB Land Owner actually incurs in direct connection with its cure of Hospital Land Owner's failure to perform its obligations under this Section. If Hospital Land Owner fails to make such reimbursement within ten (10) days after receipt of MOB Land Owner's written demand for such reimbursement, then the Hospital Land Owner shall also immediately on demand reimburse the MOB Land Owner for all out-of-pocket costs and expenses incurred by the MOB Land Owner in connection with the collection of the reimbursement amount from Hospital Land Owner (including, without limitation, reasonable attorneys' fees and expenses), plus interest on such costs and expenses of curing Hospital Land Owner's failure to perform and reimburse MOB Land Owner, at the Interest Rate from the date that is ten (10) days after the date demand for payment is made.

4.10 ***Intentionally Deleted.***

4.11 **Maintenance of Connector Facilities.** Hospital Land Owner shall keep and maintain the Connector Facilities located on the Hospital Land and the MOB Land in good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary and extraordinary, that may be necessary to maintain the Connector Facilities in such condition and repair, subject to the Standard for Repairs with respect to the Connector Facilities located on the MOB Land. In addition, Hospital Land Owner shall keep the Connector Facilities in a safe, clean and attractive condition. The foregoing obligations are subject to the obligation of Ground Tenant set forth in the Ground Lease to reimburse "Landlord" (as defined in the Ground Lease) for its equitable share of all costs incurred in connection with such maintenance, repairs, replacements and renewals. Notwithstanding anything to the contrary set forth in this Declaration, in the event any of the Connector Facilities are damaged or destroyed as the result of the willful misconduct or gross negligence of the MOB Land Owner, or any of its Permittees, then MOB Land Owner shall be responsible for and shall pay all costs incurred by Hospital Land Owner to repair or replace the damaged or destroyed Connector Facilities. In the event that Hospital Land Owner fails to perform its obligations under this Section 4.11, then MOB Land Owner shall have the right, but not the obligation, to give Hospital Land Owner written notice of such failure. If Hospital Land Owner does not do all work necessary to perform its obligations under this Section 4.11 (other than repair of damage to or destruction of any Connector Facilities caused by the willful misconduct or gross negligence of MOB Land Owner or its Permittees) and remedy such failure within thirty (30) days after receipt of such notice, or within a reasonable period of time if thirty (30) days is insufficient time to correct such failure so long as Hospital Land Owner commences cure within such 30-day period and diligently prosecutes such cure to completion, then MOB Land Owner shall have the right, but not the obligation, to enter upon the Hospital Property and do all such work as is reasonably necessary to remedy such failure. In such event, Hospital Land Owner shall reimburse MOB Land Owner for the reasonable out-of-pocket costs that MOB Land Owner actually incurs in direct connection with its cure of Hospital Land Owner's failure to perform its

obligations under this Section. If Hospital Land Owner fails to make such reimbursement within ten (10) days after receipt of MOB Land Owner's written demand for such reimbursement, then the Hospital Land Owner shall also immediately on demand reimburse MOB Land Owner for all out-of-pocket costs and expenses incurred by MOB Land Owner in connection with the collection of the reimbursement amount from Hospital Land Owner (including, without limitation, reasonable attorneys' fees and expenses), plus interest on such costs and expenses of curing Hospital Land Owner's failure to perform and reimburse Hospital Land Owner, at the Interest Rate from the date that is ten (10) days after the date demand for payment is made.

4.12 **Rules and Regulations**. (a) The MOB Land Owner shall comply in all material respects with and shall use commercially reasonable efforts to cause the MOB Land Owner's Permittees to comply in all material respects with all reasonable rules and regulations adopted from time to time by Hospital Land Owner relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of the Driveway Facilities, the Parking Facilities and the safety and security of pedestrians, operators and their automobiles and other property. Hospital Land Owner shall have the right to install barriers and other devices to control the use of and access to the Parking Facilities maintained by Hospital Land Owner. Hospital Land Owner shall have the right from time to time to deny and/or restrict pedestrian or vehicular access to designated areas on Hospital Land if Hospital Land Owner determines in its reasonable judgment that such denial or restriction is desirable for safety or security reasons or for the orderly operation of Hospital Property and the activities at the Hospital Property. Subject to the Standard for Changes, Hospital Land Owner may from time to time designate certain spaces within the Parking Facilities that are reserved for the use of certain persons or for the use of certain categories of users (including, without limitation, patients, guests, visitors, physicians, and employees) as the Hospital Land Owner determines to be reasonably necessary for the operation of business on the Hospital Land.

(b) The MOB Land Owner shall comply in all material respects with and shall cause all of its Permittees to comply in all material respects with all reasonable rules and regulations adopted from time to time by Hospital Land Owner relating to the use and operation of the Atrium, the Connector Facilities and the Pedestrian Corridors and the safety and security of pedestrians relating to such use and operation. Furthermore, the Hospital Land Owner shall have the right to install doors and other devices to control the use of and access to the Atrium, the Connector Facilities and the Pedestrian Corridors. Furthermore, the Hospital Land Owner shall have the right to close the Atrium, the Connector Facilities and/or the Pedestrian Corridors for maintenance and repairs and may close the Atrium, the Connector Facilities and/or the Pedestrian Corridors during the night-time hours; provided, no such closure shall result in the inability of the MOB Land Owner and the tenants and occupants of the MOB from accessing the MOB during such periods of closure. Hospital Land Owner shall provide MOB Land Owner with prior written notice of any decision to close the Atrium, the Connector Facilities and/or the Pedestrian Corridors during night-time hours, the hours of such closure, and the route of alternative access during such hours if such alternative access is required.

(c) Additionally, Hospital Land Owner shall not install or establish any fee for parking with respect to the Parking Facilities without the consent of MOB Land Owner if there

are no fees for parking in effect as of the Date of this Declaration. MOB Land Owner will not install or establish any fees for parking with respect to any Parking Facilities located on the MOB Land.

4.13 **Condemnation**. In the event that all or any portions of the Hospital Land is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain, then the easements granted herein with respect to that portion of the Hospital Land taken or conveyed shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession thereof. The MOB Land Owner shall not be entitled to any portion of the award or other compensation payable with respect to any such taking or conveyance; provided, however, if Driveway Facilities, Parking Facilities, Utility Facilities or Connector Facilities are located on a portion of the Hospital Land so taken or conveyed, or if the use, operation or value of the MOB is adversely affected by such taking or conveyance or by termination of an easement to use any such facilities granted to MOB Land Owner in this Declaration, then the MOB Land Owner shall be entitled to such portion of the award or other compensation payable with respect to any such taking or conveyance as such portion of the award or compensation shall be determined by mutual agreement between the Hospital Land Owner and the MOB Land Owner, or if they are unable to agree, then the MOB Land Owner shall be entitled to such portion of the award or other compensation, as is determined by the final non-appealable order of a state court having jurisdiction over cases relating to condemnation of real property.

4.14 **Defaults**. (a) In addition to any other rights or remedies that Hospital Land Owner may have under this Declaration or at law or in equity, in the event that the MOB Land Owner is in breach of its obligations under this Declaration, the Hospital Land Owner may provide written notice of such breach to the MOB Land Owner. Upon the expiration of thirty (30) days following the giving of such notice, if the MOB Land Owner (i) has failed to cure such breach or (ii) in the case of a breach (other than the payment of money) which by its nature cannot be completely cured within such thirty (30) day period, the MOB Land Owner does not within such period commence to cure the breach and diligently pursue and complete the cure in a reasonable period of time, then in the event of MOB Land Owner's failure to comply with either clause (i) or (ii) above, the Hospital Land Owner may do all things reasonably necessary to remedy such breach and perform the obligations of the MOB Land Owner that have not been fully or promptly performed. Hospital Land Owner shall have the right to enter upon the MOB Land to perform such obligations, subject to the Standard for Repairs. The MOB Land Owner shall immediately on demand reimburse the Hospital Land Owner for all reasonable costs and expenses incurred by the Hospital Land Owner in connection with the cure of any breach of the MOB Land Owner of its obligations under this Declaration, plus interest thereon at the Interest Rate from the date that is ten (10) days after the date demand for payment is made.

(b) In the event that Hospital Land Owner is in breach of its obligations under this Declaration, the MOB Land Owner may provide written notice of such breach to the Hospital Land Owner. Upon the expiration of thirty (30) days following the giving of such notice, if the Hospital Land Owner (i) has failed to cure such breach, or (ii) in the case of a breach (other than the payment of money) which by its nature cannot be completely cured within such thirty (30) day period, the Hospital Land Owner does not within such period commence to cure the breach

and diligently pursue and complete the cure in a reasonable period of time, then in the event of Hospital Land Owner's failure to comply with either clause (i) or (ii) above, the MOB Land Owner may seek monetary damages from Hospital Land Owner for such failure, but shall not be entitled to seek specific performance of the obligations of Hospital Land Owner under this Declaration or other equitable relief, which remedies are hereby waived.

4.15 **Party Wall Maintenance Costs**. Hospital Land Owner shall notify MOB Land Owner in the event that Hospital Land Owner intends to perform any maintenance work, repairs, replacement, restoration, reconstruction or improvement of the structural components of any Party Wall. Such notice shall include a reasonable estimate of the cost of such maintenance work, repairs, replacement, restoration, reconstruction or improvement. MOB Land Owner shall have five (5) Business Days to approve or disapprove of such repairs, replacement, restoration, reconstruction or improvement, such approval or disapproval to be granted in MOB Land Owner's reasonable judgment. If MOB Land Owner approves such work to such Party Wall, then at completion of any such maintenance work, repairs, replacement, restoration, reconstruction or improvement and upon receipt of statements from the Hospital Land Owner from time to time for such maintenance work, repairs, replacement, restoration, reconstruction or improvement, the MOB Land Owner shall reimburse and pay the Hospital Land Owner for one-half of all costs associated with such maintenance work, repairs, replacement, restoration, reconstruction or improvement which MOB Land Owner is required to pay pursuant to Section 3.06(c) hereof (the "**Maintenance Costs**"), but not to exceed fifty percent (50%) of the estimate of the cost included in the notice referred to above. Hospital Land Owner shall be responsible for one percent (100%) of Maintenance Costs in excess of such estimate. In the event that the MOB Land Owner has approved such maintenance work, repairs, replacement, restoration, reconstruction or improvement, but fails, subject to the previous sentence, to pay the Hospital Land Owner for the MOB Land Owner's share of the Maintenance Costs within thirty (30) days of the date of the statement for such maintenance work, repairs, replacement, restoration, reconstruction or improvement, then the MOB Land Owner shall immediately on demand reimburse the Hospital Land Owner for all costs and expenses incurred by the Hospital Land Owner in connection with the collection of MOB Land Owner's share of such Maintenance Costs (including, without limitation, reasonable attorneys' fees and expenses), plus interest on MOB Land Owner's share of the Maintenance Costs and such costs and expenses of collection at the Interest Rate from the date that is ten (10) days after the date demand for payment is made. If MOB Land Owner does not approve such maintenance work, repairs, replacement, restoration, reconstruction or improvement, Hospital Land Owner shall be entitled nevertheless to perform such maintenance work, repairs, replacement, restoration, reconstruction or improvement at Hospital Land Owner's sole cost and expense.

4.16 **Notice and Consultation**. If the Hospital Land Owner intends to make any changes to the exterior of the MOB Improvements or to any of the Driveway Facilities or Parking Facilities that primarily serve the MOB Property to which changes the Standard for Changes applies, then the Hospital Land Owner shall give reasonable advance notice of such changes to MOB Land Owner and Hospital Land Owner shall give MOB Land Owner a reasonable opportunity to make comments and consult with Hospital Land Owner concerning such changes and their compliance with the Standard for Changes.

4.17 Existing Declarations. Declarant recognizes the Hospital Land and MOB Land may be subject to Recorded instruments containing easements, covenants, conditions or restrictions that affect the MOB Land, the Hospital Land or both (the "**Existing Declarations**"). To the extent that any of the Existing Declarations address the same matters as are addressed in this Declaration, then the terms of this Declaration shall supersede the terms of the Existing Declarations, but only with respect to (a) the duties, obligations (including, but not limited to, the obligations of MOB Land Owner to comply with any covenants or restrictions with respect to use or occupancy of the MOB Property) and liabilities that MOB Owner has to Hospital Land Owner with regard to such matters, and (b) the duties, obligations and liabilities Hospital Land Owner has to MOB Land Owner with regard to such matters.

ARTICLE V
MISCELLANEOUS

5.01 Mortgages. (a) No breach of the covenants, conditions and restrictions contained herein shall defeat or render invalid the lien of any Mortgage now or hereinafter executed upon any portion of the Land subject to this Declaration; provided, however, that the rights of any Mortgagee shall be subject to all of the covenants, conditions and restrictions of this Declaration, and if any portion of such property subject to any Mortgage is sold under a foreclosure of any Mortgage or is conveyed to the Mortgagee or any other Person in lieu of foreclosure, any purchaser at such sale or any such grantee and his successors and assigns shall hold any and all property so purchased and acquired subject to all of the covenants, conditions and restrictions of this Declaration.

(b) If MOB Land Owner shall be in default under this Declaration, and the applicable grace period for cure of such default by MOB Land Owner shall have expired, Hospital Land Owner shall send a copy of the written notice of the default to any First Mortgagee whose existence and identity Hospital Land Owner has received written notice thereof, at such address as such First Mortgagee or MOB Land Owner has provided in writing to Hospital Land Owner, concurrently with the sending of such default notice to MOB Land Owner. First Mortgagee shall have thirty (30) days after the expiration of the period of time within which MOB Land Owner was permitted to cure such default to (i) cure such default if the same can be cured by the expenditure of money or commence in good faith to cure the default if the default can be cured without possession of the MOB Property by First Mortgagee, or (ii) if the default or breach is not curable pursuant to clause (i) above, commence, or cause any trustee under the First Mortgage to commence, and thereafter pursue to completion steps and proceedings to foreclose on the interests covered by the First Mortgage, and thereafter proceed to cure the default. Hospital Land Owner will accept performance by First Mortgagee of any covenant, agreement or obligation of MOB Land Owner contained in this Declaration with the same effect as though performed by MOB Land Owner.

(c) Notwithstanding anything to the contrary contained herein, if Hospital Land Owner has given any First Mortgagee notice of MOB Land Owner's default as provided hereunder and First Mortgagee desires to cure MOB Land Owner's default but is unable to do so while MOB Land Owner is in possession of the MOB Property, then such First Mortgagee shall have the right to postpone the specified date for effecting a cure of such default for a period

reasonably sufficient to enable such First Mortgagee or its designee to acquire MOB Land Owner's interest in the MOB Property by foreclosure of its First Mortgage or otherwise, as long as such First Mortgagee pays to Hospital Land Owner any sums due under this Declaration during the postponement. Any First Mortgagee shall exercise its right to extend the cure pursuant to this Declaration by giving Hospital Land Owner notice prior to the last date that such First Mortgagee would otherwise be entitled to effect a cure and by tendering to Hospital Land Owner any charges then in default.

5.02 Fees and Expenses. In the event the MOB Land Owner or the Hospital Land Owner incurs legal expenses to enforce or interpret any provision of this Declaration by mediation, arbitration or judicial means, the prevailing party will be entitled to recover such legal expenses, including attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

5.03 Amendment Consents, Etc. Except as otherwise expressly set forth in this Declaration, this Declaration may not be terminated, extended, modified or amended except by a written instrument duly executed by the Hospital Land Owner, First Mortgagee and the MOB Land Owner and no such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Hospital Land Owner, the First Mortgagee and the MOB Land Owner and Recorded. First Mortgagee shall not unreasonably withhold its consent to the execution of any such termination, extension, modification or amendment. All consents required or permitted to be given by MOB Land Owner pursuant to the terms of this Declaration shall be in writing and must be approved in writing by First Mortgagee, if any. Notwithstanding anything to the contrary set forth herein, for purposes of any amendment to Article II of this Declaration, the Hospital Land Owner shall be the Person who is the Hospital Land Owner for purposes of Article II of this Declaration as determined pursuant to the definition of "Hospital Land Owner" set forth in Section 1.01 hereof.

5.04 No Merger. The covenants and restrictions provided for herein shall remain in full force and effect and shall be unaffected by any change in ownership of the MOB Land or the Hospital Land, or any part of either the MOB Land or the Hospital Land, or by any change of use, demolition, reconstruction, expansion or other circumstances of the Land, except as specified herein. The easements and easement rights set forth herein shall not be terminated or extinguished by merger of title or otherwise unless the Hospital Land Owner, the MOB Land Owner and the First Mortgagee execute a consent to the termination of such easements and easement rights and such consent is Recorded.

5.05 Severability. If any provision of this Declaration is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Hospital Land Owner or the MOB Land Owner under this Declaration will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Declaration will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Declaration will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added

automatically as a part of this Declaration a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

5.06 Governing Law; Legal Requirements. This Declaration shall be governed, construed and enforced in accordance with the laws of the state in which the Land is located. If any covenant, condition, restriction or other provision of this Declaration shall be unlawful, void or voidable for the violation of any rule of law, including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England.

5.07 Waiver. Failure by Hospital Land Owner, MOB Land Owner or First Mortgagee to enforce any of the provisions hereof for any length of time shall not be considered a waiver by such party of its rights set forth in this Declaration. Such a waiver may be made only by an instrument in writing signed by the party waiving such right. No waiver of any condition or covenant of this Declaration shall be construed to imply or constitute a further waiver of the same or any other condition or covenant, and, except as specifically provided in this Declaration, nothing contained in this Declaration shall be construed to be a waiver on the part of Hospital Land Owner, MOB Land Owner or First Mortgagee of any right or remedy at law or in equity or otherwise.

5.08 Waiver of Subrogation. Hospital Land Owner and MOB Land Owner on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Hospital Property, the MOB Property and all personal property and fixtures located on or in either the Hospital Property or the MOB Property) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. To the extent of any conflict between the preceding sentence and any other provision of this Declaration, the preceding sentence shall control. Hospital Land Owner and MOB Land Owner shall each secure with respect to each insurance policy maintained by it which is applicable to the Hospital Property, the MOB Property or any fixtures or personal property located on or in either the Hospital Property or the MOB Property, an appropriate policy provision or endorsement by which each insurance company waives subrogation against the other party. If either party so requests, the other party shall deliver satisfactory evidence of such waiver of subrogation by the other party's insurer(s).

5.09 Time of Essence. Time is of the essence with respect only to those provisions of this Declaration that explicitly provide for a period of time within which a notice must be given or that explicitly establish a specific period of time for the performance of an obligation or the occurrence of some event.

5.10 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile

transmission or electronic mail), so long as such telegraphic or other electronic means is accompanied by prompt notice by United States mail, or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Hospital Land Owner:	Columbia Ogden Medical Center, Inc. c/o HCA Healthcare, Inc. One Park Plaza P. O. Box 550 Nashville, TN 37202-0550 Attn : Vice President, Real Estate Facsimile : (615) 344-2137 Email : Nick.Paul@hcahealthcare.com
With a simultaneous copy to:	Columbia Ogden Medical Center, Inc. 5475 South 500 East Ogden, UT 84405 Attn: Chief Executive Officer Facsimile: 801-479-2091 Email: Mark.Adams@mountainstarhealth.com
With a simultaneous copy (which will not constitute notice) to:	Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 Nashville, Tennessee 37219 Attn: Carla F. Fenswick, Esq. Facsimile: (615) 244-6804 Email: Carla.Fenswick@wallerlaw.com
If to MOB Land Owner:	c/o HCP, Inc. 3000 Meridian Blvd., Suite 200 Franklin, TN 37067 Attn: Thomas M. Klaritch Facsimile: (615) 324-6960 Email: Tklaritch@hcpi.com

With a copy to:

HCP, Inc.
3000 Meridian Blvd., Suite 200
Franklin, TN 37067
Attn: Angela M. Playle, Esq.
Facsimile: (615) 324-6914
Email: Aplayle@hcpi.com

HCP, Inc.
1920 Main Street #1200
Irvine, CA 92614
Attn: Legal Department
Email: legaldept@hcpi.com

or to such other address as either party may designate by notice to the other party hereto.

5.11 Captions. The captions and headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Declaration.

5.12 Arbitration. (a) All disagreements, disputes or claims arising out of or relating to this Declaration that cannot be settled by the relevant parties, including any claims for injunctive relief, shall be settled by arbitration in accordance with the provisions set forth below.

Forum. The forum for arbitration shall be Ogden, Utah.

Law. The governing law shall be the law of the State of Utah.

Administration. The arbitration shall be administered by the American Arbitration Association ("**AAA**").

Selection; Notice. In the case of one or more claims or disputes under this Declaration for which the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes, is less than $500,000.00, the parties to such claims or disputes agree to submit such claims or disputes to a single arbitrator, to be chosen in the manner prescribed below. In the event the amount in controversy, whether for an individual claim or dispute or in the aggregate as to multiple claims or disputes between the parties to such claims or disputes, is $500,000.00 or more, or, in the event such parties do not agree as to whether such amount in controversy is $500,000.00 or more, such parties agree to submit such claims or disputes to a board of arbitrators consisting of three arbitrators, as set forth below (the term "**Arbitrators**" shall refer to the board of arbitrators or the single arbitrator, as applicable). For the avoidance of doubt, in determining the aggregate amount in controversy for purposes of the two preceding sentences, in the event that there are multiple claims or disputes such claims or disputes need not be related, including as to the same subject matter, the same provisions of this Declaration or the same set of facts.

(b) If the Hospital Land Owner or the MOB Land Owner determines to submit a dispute for arbitration pursuant to this Section, such party shall furnish the other parties to the dispute with a dated, written statement (the "**Arbitration Notice**") indicating (A) such party's intent to commence arbitration proceedings, (B) the nature, with reasonable detail, of the dispute and (C) the remedy or remedies such party will seek.

(c) Where the parties use a single arbitrator, within twenty (20) days of the Arbitration Notice, the parties shall select a single arbitrator from a list of members of the AAA's National Panel of Commercial Arbitrators. Such arbitrator must be "neutral" and must have at least fifteen (15) years' experience in transactions substantially similar to the development and operation of the MOB Property. If the parties do not reach agreement on the selection of a single arbitrator within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceedings. Where the parties use a board of arbitrators, within twenty (20) days of the date of the Arbitration Notice, the party commencing the arbitration (collectively, the "**Petitioner**") and the party with whom the Petitioner has its dispute (collectively, the "**Respondent**") shall each select one qualifying arbitrator (and provide written notice of such selection to the Respondent and Petitioner). A "qualifying" arbitrator is a person who is not (i) an Affiliate of either the Petitioner or Respondent or (ii) counsel to any such party at such time. If either the Petitioner or Respondent fails to select a qualifying arbitrator or provide such notice within the twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceedings. (Such qualifying arbitrators hereafter may be referred to, respectively, as the "**First Arbitrator**" and the "**Second Arbitrator**"). Within ten (10) days following their selection, the First Arbitrator and Second Arbitrator shall select (and provide written notice to the Respondent and the Petitioner of such selection) a third arbitrator (the "**Third Arbitrator**") from a list of members of the AAA's National Panel of Commercial Arbitrators. The Third Arbitrator must be "neutral" and must have at least fifteen (15) years' experience in development transactions substantially similar to the development and operation of the MOB Property. For purposes of this Section, a "neutral" arbitrator shall be a Person who would not be subject to disqualification under rule No. 18 of the Commercial Arbitration Rules of the AAA.

(d) Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the United States District Court for the District of Utah. The Arbitrators shall not modify the terms of this Declaration.

(e) Award. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction of the United States. The Arbitrators shall have authority to award legal fees and associated costs to the party that substantially prevails in any arbitration proceeding.

(f) Consolidation or Joinder.

(i) Subject to the rules of the AAA or other applicable arbitration rules, Hospital Land Owner or the MOB Land Owner may consolidate an arbitration conducted under this Declaration with any other arbitration to which it is a party provided that (A) the arbitration agreement governing the other arbitration permits consolidation, (B) the arbitrations to be consolidated substantially involve common questions of law or fact, and (C) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

(ii) Subject to the rules of the AAA or other applicable arbitration rules, Hospital Land Owner or the MOB Land Owner may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

(iii) Hospital Land Owner and the MOB Land Owner grant to any person or entity made a party to an arbitration conducted under this Section 5.12, whether by joinder or consolidation, the same rights of joinder and consolidation as those of Hospital Land Owner and the MOB Land Owner under this Declaration.

5.13 Exhibits. All exhibits, which are described below, referred to herein are attached hereto and made a part hereof.

EXHIBIT A - Description of the MOB Land
EXHIBIT B - Description of the Hospital Land
EXHIBIT C - Description of the Utility Facilities
EXHIBIT D - Description of the Utility Services
EXHIBIT E - Description of Utility Easement Parcels

5.14 Conflict. To the extent any documents that affect the Hospital Land or MOB Land conflict with Hospital Land Owner's rights or obligations hereunder or impose additional burdens and restrictions on the MOB Land Owner or MOB Land, the terms and provisions of this Declaration shall prevail as between the MOB Land Owner and the Hospital Land Owner.

[Signature on following page]

IN WITNESS WHEREOF, these presents have been effective by the duly authorized officer of Declarant on the day and year first above written.

Signed, sealed and delivered
in the presence of WITNESSES:

Witness Number 1

Witness Number 2

DECLARANT:

COLUMBIA OGDEN MEDICAL CENTER, INC.,
a Utah corporation

By: _____ (SEAL)
Name: Joseph A. Sowell
Title: Sr. Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Joseph A. Sowell with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Sr. Vice President of the Columbia Ogden Medical Center, Inc a corporation/llc, and that as such Sr. Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation/llc.

Witness my hand and official seal at office at Nashville, TN on this the 15 day of April 2019.

Notary Public

Commission Expires: January 3, 2022

Notary Public Serial Number: N/A

HELEN W. COOK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the MOB Land

REAL PROPERTY LOCATED IN WEBER COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°26'00" EAST 1370.27 FEET AND WEST 506.15 FEET FROM THE SOUTHEAST 1/4 CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN; RUNNING THENCE SOUTH 72°16'49" WEST 165.00 FEET; THENCE NORTH 17°43'11" WEST 44.71 FEET; THENCE SOUTH 72°16'49" WEST 5.18 FEET; THENCE NORTH 17°43'11" WEST 25.54 FEET; THENCE NORTH 72°16'49" EAST 5.18 FEET; THENCE NORTH 17°43'11" WEST 59.74 FEET; THENCE NORTH 72°16'49" EAST 63.11 FEET; NORTH 17°43'11" WEST 49.00 FEET; THENCE NORTH 72°16'49" EAST 39.00 FEET; SOUTH 17°43'11" EAST 49.00 FEET; THENCE NORTH 72°16'49" EAST 62.89 FEET; SOUTH 17°43'11" EAST 59.74 FEET; THENCE NORTH 72°16'49" EAST 5.36 FEET; THENCE SOUTH 17°43'11" EAST 25.54 FEET; THENCE SOUTH 72°16'49" WEST 5.36 FEET; THENCE SOUTH 17°43'11" EAST 44.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 23,629.90 SQ. FT. OR 0.54 ACRES

Parcel No.: A portion of TAX PARCEL NO. 07-053-0070. NP

EXHIBIT B

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the Hospital Land

Land located in Weber County, UT and described as:

PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 231.93 FEET (230.00 FEET RECORD) ALONG THE SECTION LINE AND NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD KNOWN AS ADAMS AVENUE); RUNNING THENCE NORTH 0°26' EAST 1361.33 FEET; THENCE NORTH 89°34' WEST 435.00 FEET; THENCE NORTHERLY ALONG THE ARC OF A 582.06 FEET RADIUS CURVE TO THE RIGHT 452.75 FEET; THENCE NORTH 45°00' WEST 107 FEET (100 FEET RECORD); THENCE SOUTH 45°00 WEST 163.32 FEET; THENCE WESTERLY ALONG THE ARC OF A 1140.60 FOOT RADIUS CURVE TO THE RIGHT 307.07 FEET; THENCE SOUTH 60°25'30" WEST 94.10 FEET, MORE OR LESS; THENCE SOUTHERLY ALONG THE ARC OF A 156.35 FOOT RADIUS CURVE TO THE RIGHT 81.89 FEET; THENCE SOUTH 0°26' WEST 1415.49 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°44'56" EAST 1008.50 FEET (EAST 1004.11 FEET RECORD); THENCE NORTH 0°28' EAST 31.93 FEET (30.00 FEET RECORDS); THENCE SOUTH 89°44'56" EAST 1.8 FEET; THENCE NORTH 0°26' EAST 200 FEET; THENCE SOUTH 89°44'56" EAST 326.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PORTION LYING WITHIN THE MIKE LUNT MINOR LOT SUBDIVISION, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH

0°26' EAST 620.00 FEET ALONG THE SECTION LINE, NORTH 89°34' WEST 1096.00 FEET AND NORTH 0°26' EAST 936.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17, RUNNING THENCE SOUTH 60°25'30" WEST 254.95 FEET; THENCE NORTH 29°34'30" WEST 100.00 FEET; THENCE NORTH 60°25'30" EAST 28.10 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR 1140.60 FOOT RADIUS CURVE TO THE LEFT 307.07 FEET; THENCE NORTH 45° EAST 163.32 FEET; THENCE SOUTH 45° EAST 7.0 FEET; THENCE SOUTH 45° WEST 164.31 FEET; THENCE SOUTH 0°26' WEST 154.83 FEET TO THE POINT OF BEGINNING.
ALSO LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO NORTHERN UTAH IMAGING CENTER LIMITED PARTNERSHIP, BY WARRANTY DEED RECORDED JUNE 5, 1985 AS ENTRY NO. 938919 IN BOOK 1468 AT PAGE 2529 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST

OUTSIDE WALL OF THE MAIN HOSPITAL BUILDING OF ST. BENEDICTS HOSPITAL WHICH IS 1217.65 FEET NORTH 0°26'00" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND 447.83 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 17; AND RUNNING THENCE NORTH 27°24'35" EAST 23.80 FEET; THENCE NORTH 72°24'35" EAST 86.67 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 6, 1989 AS ENTRY NO. 1088236 IN BOOK 1567 AT PAGE 751 OF OFFICIAL RECORDS; THENCE NORTH 17°35'25" WEST 100.75 FEET ALONG THE EASTERLY WALL OF THE MRI BUILDING; THENCE SOUTH 72°24'35" WEST 103.50 FEET TO A POINT NORTH 17°35'25" WEST FROM THE NORTHEAST CORNER OF THE EXISTING RADIATION THERAPY BUILDING; THENCE SOUTH 17°35'25" EAST 117.58 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO NORTHERN UTAH IMAGING CENTER LIMITED PARTNERSHIP, BY SPECIAL WARRANTY DEED RECORDED SEPTEMBER 6, 1989 AS ENTRY NO. 1088237 IN BOOK 1567 AT PAGE 753 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE WHICH IS 1231.87 FEET NORTH 0°26'00" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND 66.00 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 17; AND RUNNING THENCE SOUTH 72°24'35" WEST 268.99 FEET; THENCE NORTH 17°35'25" WEST 73.92 FEET; THENCE NORTH 62°35'25" WEST 28.28 FEET; THENCE NORTH 17°35'25" WEST 27.53 FEET; THENCE NORTH 72°24'35" EAST 20.00 FEET; THENCE SOUTH 17°35'25 EAST 23.39 FEET; THENCE NORTH 72°24'35" EAST 17.50 FEET; THENCE SOUTH 17°35'25" EAST 25.00 FEET; THENCE NORTH 72°24'35" EAST 275.26 FEET TO THE SAID WEST LINE OF ADAMS AVENUE; THENCE SOUTH 0°26'00" WEST 78.49 FEET ALONG SAID WEST LINE OF ADAMS AVENUE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM TWO PARCELS OF LAND IN FEE FOR THE WIDENING OF AN EXISTING CITY STREET, ADAMS AVENUE PARKWAY, KNOWN AS PROJECT NO. F-LC57(24), BEING PART OF AN ENTIRE TRACT SITUATE IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CONVEYED TO THE CITY OF WASHINGTON TERRACE, INCORPORATED, BY THAT CERTAIN WARRANTY DEED, RECORDED MAY 2, 2014 AS ENTRY NO. 2684927 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPTED PARCEL 1, WARRANTY DEED 2684927:

BEGINNING ON THE EXISTING WEST RIGHT OF WAY LINE OF ADAMS AVENUE PARKWAY AT ITS INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 36.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE FOR SAID PROJECT OPPOSITE ENGINEER STATION 16+43.72, SAID POINT ALSO BEING 230.00 FEET N. 0°53'08" E. ALONG THE EAST LINE OF SAID SECTION 17 AND 66.00 FEET N. 89°06'52" W FROM THE SOUTHEAST CORNER OF SAID SECTION 17; RUNNING THENCE N. 0°53'08" E. 1001.87 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT 36.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 26+45.59; THENCE S. 72°51'43" W. 7.36 FEET; THENCE S. 0°53'08" W. 72.76 FEET TO A POINT 43.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 25+ 70.55; THENCE S. 11°06'17" W. 33.82 FEET TO A POINT 49.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 25+37.27; THENCE S.

0°53'08" W. 102.33 FEET TO A POINT 49.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 24+34.93; THENCE S. 15°48'49" E. 20.88 FEET TO A POINT 43.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 24+14.93; THENCE S. 0°53'08" W. 771.24 FEET TO THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S. 89°17'48" E. 7.00 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL PLANS FOR SAID PROJECT IN THE OFFICE OF THE CITY OF WASHINGTON TERRACE, UTAH.

EXCEPTED PARCEL 2, WARRANTY DEED 2684927:

BEGINNING ON THE EXISTING WEST RIGHT OF WAY LINE OF ADAMS AVENUE PARKWAY AT A POINT 36.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE FOR SAID PROJECT OPPOSITE ENGINEER STATION 27+24.08, SAID POINT ALSO BEING 1310.36 FEET N. 0°53'08" E. ALONG THE EAST LINE OF SAID SECTION 17 AND 66.00 FEET N. 89°06'52" W. FROM THE SOUTHEAST CORNER OF SAID SECTION 17; RUNNING THENCE N. 0°53'08" E. 280.97 FEET TO A POINT 36.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 30+05.05 SAID POINT BEING THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N. 89°06'52" W. 20.54 FEET ALONG SAID NORTH BOUNDARY LINE TO A POINT 57.04 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 30+05.05; THENCE S. 44°06'52" E. 19.14 FEET TO A POINT 43.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 29+91.51; THENCE S. 0°53'08" W. 269.71 FEET; THENCE N. 72°51'43" E. 7.36 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL PLANS FOR SAID PROJECT IN THE OFFICE OF THE CITY OF WASHINGTON TERRACE, UTAH.

ALSO LESS AND EXCEPT THEREFROM THAT PORTION DESCRIBED BY WARRANTY DEED, RECORDED JANUARY 18, 2000 AS ENTRY NO. 1684701 IN BOOK 2053 AT PAGE 1900 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY WALL OF WING NO. 5 OF ST. BENEDICT'S HOSPITAL, 0.8 FEET SOUTH 72°26'00" WEST FROM THE MOST EASTERLY POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL, AND SAID POINT BEING 697.24 FEET NORTH 0°26'00" EAST ALONG THE SECTION LINE AND 506.08 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 17°34'00" EAST 125.67 FEET; THENCE SOUTH 72°26'00" WEST 95.33 FEET; THENCE NORTH 17°34'00" WEST 72.67 FEET; THENCE SOUTH 72°26'00" WEST 21.33 FEET; THENCE NORTH 17°34'00" WEST 60.00 FEET; THENCE NORTH 72°26'00" EAST 32.79 FEET, MORE OR LESS, TO THE WESTERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE SOUTH 17°34'00" EAST 7.00 FEET ALONG SAID WALL TO THE SOUTHERN MOST POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE NORTH 72°26'00" EAST 83.87 FEET ALONG THE SOUTHERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THAT BEING DESCRIBED AS PHASE 1, BY SPECIAL WARRANTY DEED, RECORDED JANUARY 25, 1999 AS ENTRY NO. 1608041 IN BOOK 1987 AT PAGE 2466 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1265.67 FEET NORTH 0°26'00" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND 354.61 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 17; AND RUNNING THENCE SOUTH 72°24'35" WEST 5.00 FEET; THENCE SOUTH 17°35'25" EAST 23.39 FEET; THENCE NORTH 72°24'35" EAST 35.00 FEET; THENCE NORTH 17°35'25" WEST 25.00 FEET; THENCE NORTH 72°24'35" EAST 150.63 FEET; THENCE NORTH 0°26'00" EAST 77.52 FEET; THENCE SOUTH 72°24'35" WEST 23.32 FEET; THENCE NORTH 17°35'25" WEST 28.68 FEET; THENCE NORTH 89°34'00" WEST 67.63 FEET; THENCE SOUTH 0°26'00" WEST 21.37 FEET, THENCE SOUTH 72°24'35" WEST 59.28 FEET; THENCE SOUTH 17°34'00" EAST 3.87 FEET; THENCE SOUTH 72°24'35" WEST 51.08 FEET TO A POINT NORTH 17°35'25" WEST FROM THE NORTHEAST CORNER OF THE EXISTING MRI BUILDING; THENCE SOUTH 17°35'25" EAST 100.75 FEET, MORE OR LESS, ALONG THE EASTERLY WALL OF SAID MRI BUILDING TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THAT LAND DESCRIBED BY QUIT-CLAIM DEED, RECORDED JUNE 15, 1992 AS ENTRY NO. 1181766 IN BOOK 1629 AT PAGE 1651 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT BEING 600.19 FEET WEST ALONG THE QUARTER SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 17, RUNNING THENCE WEST 802.82 FEET ALONG THE QUARTER SECTION LINE TO THE WEST LINE OF A PROPOSED STREET; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WEST LINE, NORTH 00°26' EAST 1415.49 FEET, NORTHWESTERLY ALONG THE ARC OF A 156.35 FOOT RADIUS CURVE TO THE LEFT 81.89 FEET (LC BEARS NORTH 14°34'15" WEST 80.96 FEET) TO THE SOUTH LINE OF 5500 SOUTH STREET EXTENDED; THENCE NORTH 60°25'30" EAST 66.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 29°34'30" EAST 100.00 FEET; THENCE NORTH 60°25'36" EAST 254.95 FEET; THENCE SOUTH 00°26' WEST 936.99 FEET; THENCE SOUTH 89°34' EAST 495.81 FEET; THENCE SOUTH 0°26' WEST 624.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM A PORTION OF THAT LAND DESCRIBED BY QUIT-CLAIM DEED, RECORDED JUNE 15, 1992 AS ENTRY NO. 1181768 IN BOOK 1629 AT PAGE 1655 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PART OF THE SOUTHEAST QUARTER OF SECTION 17. TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 0°26' EAST ALONG THE SECTION LINE AND 397.10 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 89°34' WEST 203.09 FEET; THENCE SOUTH 0°26' WEST 624.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SECTION; THENCE EAST 205.68 FEET, MORE OR LESS, ALONG THE SECTION LINE TO A POINT WEST 394.50 FEET FROM SAID SOUTHEAST CORNER; THENCE NORTH 0°28' EAST 31.93 FEET, MORE OR LESS, THENCE SOUTH 89°44'56" EAST 1.8 FEET; THENCE NORTH 0°26' EAST 200.00 FEET; THENCE NORTH 0°12'42" WEST 391.06 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM A PORTION OF THAT LAND DESCRIBED BY QUIT-CLAIM DEED, RECORDED JUNE 15, 1992 AS ENTRY NO. 1181768 IN BOOK 1629 AT PAGE 1655 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 620.00 FEET ALONG THE SECTION LINE, NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD); RUNNING THENCE NORTH 89°34' WEST 1030.00 FEET; THENCE NORTH 0°26' EAST 264.32 FEET; THENCE SOUTH 89°34' EAST 1030.00 FEET TO THE WEST LINE OF COUNTY ROAD; THENCE SOUTH 0°26' WEST 264.32 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM A PORTION OF THAT LAND DESCRIBED BY QUIT-CLAIM DEED, RECORDED JUNE 15, 1992 AS ENTRY NO. 1181768 IN BOOK 1629 AT PAGE 1655 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 0°26' EAST ALONG THE SECTION LINE AND 66.00 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 89°34' WEST 331.10 FEET; THENCE SOUTH 0°12'42" EAST 391.06 FEET; THENCE SOUTH 89°44'56" EAST 326.70 FEET TO THE WEST LINE OF ADAMS AVENUE; THENCE NORTH 0°26' EAST 390.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: KNOWN AS TAX PARCEL NO. 07-053-0070)

PARCEL 1A:
TOGETHER WITH AND SUBJECT TO AN EASEMENT AND RIGHT-OF-WAY AS SET FORTH AND DESCRIBED IN THAT CERTAIN NOTICE OF CLAIM OF EASEMENT BY AND BETWEEN ST. BENEDICT'S HOSPITAL, A UTAH NONPROFIT CORPORATION AND ST. BENEDICT DEVELOPMENT COMPANY, RECORDED MARCH 13, 1979 AS ENTRY NO. 769885 IN BOOK 1291 AT PAGE 443 OF OFFICIAL RECORDS.

PARCEL 1B:
TOGETHER WITH AND SUBJECT TO ALL THOSE CERTAIN EASEMENT RIGHTS APPURTENANT AS SET FORTH IN THAT CERTAIN DECLARATION OF RESTRICTIONS, EASEMENTS AND COMMON AREA MAINTENANCE RECORDED DECEMBER 29, 1981 AS ENTRY NO. 849554 IN BOOK 1395 AT PAGE 518 OF OFFICIAL RECORDS.

PARCEL 1C:
TOGETHER WITH AND SUBJECT TO ALL THOSE CERTAIN EASEMENT RIGHTS APPURTENANT AS CREATED BY THAT CERTAIN REPLACEMENT CROSS EASEMENT AGREEMENT DATED AUGUST 4, 1989 BY AND BETWEEN ST. BENEDICTS HOSPITAL AND NORTHERN UTAH IMAGING CENTER LIMITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP, RECORDED SEPTEMBER 6, 1989 AS ENTRY NO. 1088238 IN BOOK 1567 AT PAGE 755 OF OFFICIAL RECORDS.

PARCEL 1D:
TOGETHER WITH AND SUBJECT TO ALL THOSE CERTAIN EASEMENT RIGHTS APPURTENANT AS CREATED BY THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS, BY ST. BENEDICTS HOSPITAL, RECORDED APRIL 26, 1991 AS ENTRY NO. 1137987 IN BOOK 1598 AT PAGE 1103 OF OFFICIAL RECORDS.

EXHIBIT C

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the Utility Facilities

"Utility Facilities" shall mean and include each of the following utility facilities:

(a) underground (and aboveground to the extent underground facilities cannot be installed) conduits, wires, lines, pipes and mains and other underground electrical utility structures and improvements necessary for the transmission and/or provision of electricity and electrical services to the MOB Property or the Hospital Property, as the case may be;

(b) underground pipes and mains and other underground gas utility structures and improvements necessary for the transmission and/or provision of natural gas to the MOB Property or the Hospital Property, as the case may be;

(c) underground pipes and mains and other underground sanitary sewer structures and improvements necessary for the provision of sanitary sewer services to the MOB Property or the Hospital Property, as the case may be;

(d) underground pipes and mains and other underground structures and improvements necessary for the drainage of storm water from the MOB Property or the Hospital Property, as the case may be;

(e) underground (and aboveground to the extent underground facilities cannot be installed) conduits, wires, lines and pipes and other underground telephone and telecommunications structures and improvements necessary for the transmission and/or provision of telephone and telecommunications services to the MOB Property or the Hospital Property, as the case may be; and

(f) underground pipes and mains and other underground water utility structures and improvements necessary for the provision of water and water services to the MOB Property or the Hospital Property, as the case may be.

EXHIBIT D

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Description of the Utility Services

"Utility Services" shall mean and include each of the following listed utility services:

Electricity and electrical services.

Natural gas and natural gas services.

Sanitary sewer services.

Storm water drainage services.

Telephone and telecommunications services.

Water and water services.

EXHIBIT E

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Utility Easement Parcels

At all times prior to the completion of construction of the MOB, the MOB Land Owner will have a temporary easement to construct, maintain and use temporary Utility Facilities at such locations on or in the Hospital Land as Hospital Land Owner and MOB Land Owner mutually deem reasonably necessary in connection with the construction and installation of the MOB. The location of the permanent Utility Facilities to be installed to provide permanent Utility Services to the MOB upon completion of construction of the MOB shall be subject to the approval of the Hospital Land Owner, which shall not be unreasonably withheld. Promptly after completion of the MOB, the MOB Land Owner shall prepare or cause to be prepared a metes and bounds description and drawing describing and showing the location of the permanent Utility Facilities. Subject to the Hospital Land Owner's approval of such description and drawing, which approval shall not be unreasonably withheld, the MOB Land Owner, the Hospital Land Owner and all Mortgagees will execute and Record an amendment of this Declaration that will substitute such description and drawing for this Exhibit E and thereafter, the parcel(s) described and shown on such new Exhibit E shall be the approved Utility Easement Parcels.