

**WHEN RECORDED, PLEASE RETURN TO:**

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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

LANDMARK TITLE

BY: SBM, DEPUTY - WI 20 P.

16-05-201-005-2000

16-05-201-005-2001

16-05-201-005-2002

**AMENDED AND RESTATED DECLARATION OF EASEMENTS**

**Amends and Restates in its entirety a Declaration of Easements dated July 1, 2005  
 and recorded August 3, 2005 as Entry No. 9451330, in Book 9169, at Page 2048**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS (this "Declaration") is executed to be effective as of the 9<sup>th</sup> day of November, 2005, by SALT LAKE REGIONAL MEDICAL CENTER, INC., a Delaware corporation ("Declarant"), and is acknowledged and agreed to by TEGRA SALT LAKE REGIONAL MEDICAL, L.C., a Utah limited liability company ("Tegra").

**RECITALS:**

WHEREAS, Declarant is the owner of certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof (the "MOB Parcel") (the MOB Parcel together with any and all buildings and improvements now or hereafter located thereon being hereinafter referred to, collectively, as the "MOB Property");

WHEREAS, the MOB Property is located within a larger parcel of real property also owned by Declarant, as more particularly described on Exhibit B attached hereto and made a part hereof (the land described on Exhibit B attached hereto shall hereinafter be referred to as the "Parking Area Parcel") (the MOB Parcel and the Parking Area Parcel are hereinafter referred to as the "Easement Parcels");

WHEREAS, the Easement Parcels are bounded by a larger parcel of real property also owned by Declarant, comprising approximately 10 acres, as more particularly described on Exhibit C attached hereto and made a part hereof (the "Hospital Parcel" and together with the Easement Parcels, the "Land");

WHEREAS, Declarant has leased the MOB Parcel to Tegra pursuant to that certain Ground Lease Agreement, dated as of July 1, 2005 between Declarant, as landlord, and Tegra, as tenant (the "Ground Lease");

WHEREAS, Tegra intends to cause a medical office building of approximately 66,128 rentable square feet to be developed and constructed on the MOB Parcel (the "Building");

WHEREAS, pursuant to that certain Declaration of Easements dated July 1, 2005, and recorded August 3, 2005, as Entry No. 9451330, in Book 9169 at Page 2048 in the Record's Office in Salt Lake County, Utah (the "Original Declaration"), Tegra is required to consent to an amendment to the Original Declaration; and

WHEREAS, Declarant desires to amend and restate in its entirety the Original Declaration and to create certain rights and easements on, and over and across the Parking Area Parcel, which will provide for pedestrian and vehicular access, motor vehicle parking rights and certain underground utility easements and which will benefit and be appurtenant to the MOB Property as more fully set forth in this Declaration.

## ARTICLE I

### CERTAIN DEFINED TERMS

Section 1.1. Definitions. In addition to the terms defined elsewhere in this Declaration, the following words, unless the context otherwise requires, shall have the following meanings:

"Easement Facilities" shall mean and include Parking Facilities, Electrical Utility Facilities, Sewer Utility Facilities, Telecommunications Facilities and Water Utility Facilities.

"Electrical Utility Facilities" shall mean underground 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.

"First Mortgage" shall mean a Mortgage encumbering the MOB Property that has the highest priority in relation to all of the other mortgages, liens and encumbrances affecting the MOB Property.

"Gas Utility Facilities" shall mean 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.

"Hospital" shall mean the Salt Lake Regional Medical Center, a hospital located on a portion of the Hospital Parcel, or such other hospital is located on the Hospital Parcel from time to time.

"Hospital Parcel Owner" shall mean any Person that is the owner of record fee simple title to the portion of the Hospital Parcel on which the Hospital is located, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Hospital Parcel leases the portion of the Hospital Parcel on which the Hospital is located to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the

term of such lease, "Hospital Parcel Owner" shall also include the then-current lessee or tenant under such lease.

"Interest Rate" shall mean the prime lending rate as published in The Wall Street Journal, from time to time, plus four percent (4%), with such rate changing with each change in the prime lending rate published by The Wall Street Journal.

"MOB Parcel Owner" shall mean any Person that is the owner of record fee simple title to the MOB Parcel, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the MOB Parcel leases the MOB Parcel to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the term of such lease, "MOB Parcel Owner" shall also include the then current lessee or tenant under such lease; provided, further, however, that during the term of the Ground Lease, "MOB Parcel Owner" shall mean Tegra and its successors and assigns as their interests may exist under the Ground Lease.

"Mortgage" shall mean any Recorded mortgage, deed of trust or similar lien that secures the payment of any indebtedness and encumbers all or any part of the MOB Parcel or any interest therein including, without limitation, any leasehold interest.

"Mortgagee" shall mean the holder of any Mortgage (including successors and assigns to the original holder or holders).

"Parking Area Owner" shall mean any Person that is the owner of record fee simple title to the Parking Area Parcel, but only during the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Parking Area Parcel leases the Parking Area Parcel to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof has been Recorded, then until the expiration or termination of the term of such lease, "Parking Area Owner" shall also include the then-current lessee or tenant under such lease.

"Parking Facilities" shall mean paved parking areas and drives and related parking facilities and improvements including, without limitation, parking structures, garages, parking decks, curbs, traffic control signs, lighting equipment and landscaping located on the Parking Area Parcel.

"Parking Facilities Expenses" shall mean all commercially reasonable costs and expenses actually paid or incurred by the Parking Area Owner in maintaining, repairing, replacing and operating the Parking Facilities pursuant to this Declaration, including without limitation, personnel costs, such as premiums and charges for workers' compensation, wages and related payroll costs; fees for any applicable licenses and permits; costs of supplies and materials; applicable rental or the depreciation of the acquisition costs of any machinery or equipment used in connection with such maintenance, repairs, replacements and operation (provided that any acquisition costs shall be fairly amortized over the applicable useful life); insurance premiums and costs, water and electric charges incurred for irrigation, signage,

lighting and other maintenance and operating functions; costs of cleaning, sweeping, removing trash from, and plowing and shoveling snow from, the Parking Facilities; and compensation, fees and charges paid to any third party contractors engaged by the Parking Area Owner in connection therewith. Except for depreciation of equipment and notwithstanding any other provision of this Declaration, "Parking Facilities Expenses" shall not include any cost that would be required to be capitalized under generally accepted accounting principles.

"Person" or "person" shall mean any one or more natural persons, corporations, partnerships (general or limited), limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

"Proportionate Share" shall mean, for the MOB Parcel at any time and from time to time, the result obtained by dividing the number of parking spaces necessary to comply with all applicable governmental requirements regarding the total number of parking spaces required for the medical office building located on the MOB Parcel, by the total number of parking spaces in the Parking Facilities. The Hospital Parcel Owner shall certify the Proportionate Share to the MOB Parcel Owner.

"Recorded" shall mean filed for record in the land records of Salt Lake County, Utah.

"Recording Office" shall mean the office of the County Recorder for Salt Lake County, Utah.

"Sewer Utility Facilities" shall mean such underground pipes and mains and other underground sanitary sewer structures and improvements necessary for the provision of sanitary sewer services to the MOB Property.

"Telecommunications Facilities" shall mean such underground 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.

"Water Utility Facilities" shall mean such 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.

## ARTICLE II

### PARKING AND INGRESS AND EGRESS EASEMENT

#### Section 2.1. Parking and Ingress and Egress Easement.

(a) Grant. Declarant grants and declares to and for the benefit of the MOB Parcel Owner, a perpetual non-exclusive right and easement for the construction, installation, maintenance and use of Parking Facilities on the Parking Area Parcel and for pedestrian and motor vehicle ingress and egress to and from the MOB Parcel on, over and across the sidewalks and drives now or hereafter located on the Parking Area Parcel and parking of motor vehicles on the Parking Area Parcel, including, without limitation, for the purpose

of moving and transporting personnel and construction equipment and materials across the Parking Area Parcel in connection with the constructing, operating, managing and maintaining the Building; provided, that such construction equipment and materials do not materially interfere with Hospital Parcel Owner's use and enjoyment of the Hospital Parcel or the use and enjoyment of the Parking Area Parcel by other persons who are entitled to do so under law or by other enforceable right. Any construction or installation of Parking Facilities on the Parking Area Parcel by or on behalf of the MOB Parcel Owner shall only be in such locations, and shall be accomplished pursuant to such plans and specifications, as shall have been approved in writing by Declarant.

(b) Non-exclusive. The Parking Area Owner shall have the right to grant similar easements, leases and licenses to others for the use of the parking areas, drives and other Parking Facilities located on the Parking Area Parcel as shall be determined in the sole discretion of the Parking Area 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 Parking Area Parcel or any part thereof or the Hospital Parcel or any part thereof, provided, however, that the granting of such easements, leases or licenses shall not unreasonably impair the MOB Parcel Owner's rights regarding the use of the Parking Facilities on the Parking Area Parcel. The Parking Area Owner and such other Persons to whom the Parking Area Owner may have granted easements, leases or licenses for the use of the Parking Facilities on the Parking Area Parcel shall have the right to use the drives and parking areas and other Parking Facilities located on the Parking Area Parcel for pedestrian and vehicular ingress and egress and the parking of motor vehicles in common with the MOB Parcel Owner. In addition, the Parking Area Owner hereby reserves the right to (i) reconfigure the layout of any Parking Facilities (or any part thereof) located on the Parking Area Parcel or relocate same to other locations on the Parking Area Parcel (ii) close temporarily any portion of the Parking Facilities located on the Parking Area Parcel, (iii) permanently close and/or remove Parking Facilities located on the Parking Area Parcel, (iv) convey or lease any portion of the Parking Area Parcel from which the Parking Facilities have been or will be closed or removed, (v) construct, or permit to be constructed, additional Parking Facilities on the Parking Area Parcel or any part thereof including, but not limited to, parking garages and structures and above ground and below grade parking decks, and (vi) construct or permit or cause to be constructed and installed, additional buildings, structures and other improvements including, but not limited to Electric, Gas, Sewer, Telecommunications and Water Utility Facilities on, in or under any portion or portions of the Parking Area Parcel; provided, however, that the sum of the number of parking spaces available for use by the MOB Parcel Owner, after any such reconfiguration or permanent closure or removal of parking spaces, is greater than or equal to the number of parking spaces necessary to comply with all applicable governmental requirements regarding the total number of parking spaces required for the medical office building located on the MOB Parcel, containing not more than 67,000 rentable square feet; and provided further, however, that in order for any parking spaces to be considered "available for use by the MOB Parcel Owner" as above contemplated, such spaces must be located on the MOB Parcel, the Parking Area Parcel or other land that is contiguous to the Parking Area Parcel. In order to maintain necessary or desirable parking spaces or drives before, during or after any such reconfiguration or permanent closure and/or removal of parking

spaces, drives or other Parking Facilities, the Parking Area Owner may construct parking decks, parking structures, garages, parking spaces, and additional drives and/or other Parking Facilities on the Parking Area Parcel or on other property in the immediate vicinity of the Parking Area Parcel. The parking easement provided herein shall be applicable to such additional parking facilities to the extent required to make available to the MOB Parcel Owner the number of parking spaces necessary to comply with applicable governmental requirements regarding the number of parking spaces required for the medical office building located on the MOB Parcel, containing not more than 67,000 square feet of rentable area.

### ARTICLE III

#### GENERAL PROVISIONS

Section 3.1. General Easement Provisions. As long as any of the easements, covenants or agreements granted and/or declared in Article II remain in effect, then the MOB Parcel, the Parking Area Parcel, the MOB Parcel Owner and the Parking Area Owner are subject to all of the following:

(a) Covenants Run With the Land. The rights and easements granted, declared and created herein and the various terms, conditions, restrictions and agreements set forth herein shall be: (i) easements and covenants running with the land; and (ii) binding upon and inure to the benefit of the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its or his/her heirs, successors and assigns.

(b) Additional Users. The rights and easements granted and declared herein for the benefit of the MOB Parcel Owner are intended to create a property interest or right only in the MOB Parcel Owner and its respective successors and assigns; provided, however, that the MOB Parcel Owner may permit its tenants, subtenants, partners, members, managers, officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the MOB Parcel to use and enjoy the easements and easement rights granted and declared herein for the benefit of the MOB Parcel Owner, but only so long as no property interest in such easements or easement rights is transferred to any such person. Likewise, the Hospital Parcel Owner and the Parking Area Owner and their respective lessees and licensees may permit their respective subtenants, partners, members, managers, officers and directors, employees, agents, contractors, invitees and licensees to use and enjoy the Parking Area Parcel pursuant to Section 2.1(b), but only so long as no property interest in such easements or easement rights (other than easement or license rights) is transferred or granted to any such person permitted to use and enjoy such rights.

(c) No Public 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.

(d) Notice of Change. Whenever the Parking Area Owner relocates, closes or removes any Parking Facilities on the Parking Area Parcel or relocates any easement granted and declared herein or any of the Easement Facilities as permitted pursuant to the terms hereof, then (i) Parking Area Owner may execute and record in the Recording Office a notice that describes the Parking Facilities that have been relocated, closed or removed and the portion(s) of the Parking Area Parcel that are no longer subject to the Parking Easement described in Section 2.1, and upon the recordation of such notice, the Parking Easement shall terminate as to the portion(s) of the Parking Area Parcel described in the notice; (ii) the MOB Parcel Owner and any Mortgagee will, upon request by the Parking Area Owner, execute and deliver all releases or other documents and perform all acts that the Parking Area Owner shall deem reasonably necessary or appropriate to acknowledge, ratify and confirm termination, cancellation and release of the easement rights herein granted with respect to those portions of the Parking Area Parcel that were subject to the easement(s) or portions thereof that have been or are to be relocated or closed or from which any Parking Facilities have or will be removed as set forth in the notice referred to in clause (i) above; and (iii) the Parking Area Owner will, upon request by the MOB Parcel Owner or any Mortgagee, execute and deliver to the MOB Parcel Owner and such Mortgagee all agreements or other documents and perform all acts that the MOB Parcel Owner or such Mortgagee shall deem reasonably necessary or appropriate to record the new location of any such relocated easement.

(e) Compliance With Law. In connection with the use and enjoyment of the easements and rights granted and declared herein for the benefit of the MOB Parcel Owner, the MOB Parcel Owner shall comply with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same whether federal, state or local.

(f) Indemnification. The MOB Parcel Owner shall indemnify and save the Declarant, the Hospital Parcel Owner and the Parking Area Owner harmless from and against any and all losses, costs, damages, expenses, liabilities, demands and causes of action and any expenses incident to the defense thereof incurred by the Declarant, the Hospital Parcel Owner and the Parking Area Owner arising as a result of the exercise, use or enjoyment of any rights or easements granted or declared herein for the benefit of the MOB Parcel Owner or arising out of any violation by the MOB Parcel Owner of any of the terms or provisions of this Declaration. Furthermore, the MOB Parcel Owner shall indemnify and save the Declarant, the Hospital Parcel Owner and the Parking Area Owner harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof by Declarant, the Hospital Parcel Owner and the Parking Area Owner resulting from any injury or death of persons or damage to property that occurs on the Parking Area Parcel or in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Parking Area Parcel; provided, however, the MOB Parcel Owner shall not so indemnify and save harmless the Hospital Parcel Owner or the Parking Area Owner from the consequences of any acts of the Hospital Parcel Owner or the Parking Area Owner constituting gross negligence or willful misconduct.

(g) Maintenance of Parking Facilities. The Parking Area Owner shall keep and maintain the Parking Facilities and all of the improvements now or hereafter located on the Parking Area Parcel and all additions thereto, including all paved parking areas, curbs, landscaping, drives and lighting equipment, 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 as is comparable to the state of condition and repair of the driveways, sidewalks, walkways and parking areas located on the Hospital Parcel. In addition, the Parking Area Owner shall keep and maintain the Parking Area Parcel in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Parcel and shall keep such parcels free from any accumulations of dirt, trash, and other debris. The MOB Parcel Owner shall comply with and shall cause all of its partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the MOB Parcel to comply with all reasonable rules and regulations adopted from time to time by the Parking Area 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 such parcels and the safety and security of pedestrians, operators and their automobiles and other property. Furthermore, the Parking Area Owner shall have the right to install barriers and other devices to control the use of and access to the Parking Facilities. In the event that any parking deck, parking structure or parking garage is constructed on the Parking Area Parcel by Declarant or the Parking Area Owner, or any lessee, assignee or other transferee of Parking Area Owner, then the MOB Parcel Owner shall not be required to pay the cost of constructing such new facilities but, after completion, the MOB Parcel Owner's Proportionate Share shall be appropriately adjusted and the MOB Parcel Owner shall be responsible to pay for its adjusted Proportionate Share of the Parking Facilities Expenses for such new facility.

(i) Parking Facilities Assessments. The MOB Parcel Owner shall be obligated to pay to the Parking Area Owner, as "Parking Facilities Assessments," the MOB Parcel Owner's Proportionate Share of all Parking Facilities Expenses incurred by the Parking Area Owner from time to time. The Parking Area Owner shall invoice and assess the MOB Parcel Owner for Parking Facilities Assessments in arrears on a quarterly basis, with each invoicing to occur upon or following the expiration of each calendar quarter (or fraction thereof) so long as this Declaration remains in effect. Each quarterly levy of Parking Facilities Assessments shall be due and payable from the MOB Parcel Owner within thirty (30) days after the Parking Area Owner has delivered the invoice for such Parking Facilities Assessments in accordance with the notice provisions of this Declaration.

(ii) Right to Audit. Within one (1) year after the end of each calendar year for which Parking Facilities Expenses are invoiced, the MOB Parcel Owner shall have the right to audit the Parking Area Owner's books and records relevant to the Parking Facilities Expenses for such prior calendar year by an independent certified public accountant mutually acceptable to the Parking Area Owner and the MOB Parcel Owner (unless the Parking Area Owner at its election and cost has already had the pertinent Parking Facilities Expenses audited by an independent certified public accountant). The



MOB Parcel Owner shall notify the Parking Area Owner of its intent to audit at least ten (10) business days prior to the requested audit date (which shall be an ordinary business week day, and the audit may be conducted only during ordinary business office hours). In the event the audit discloses an error in the Parking Area Owner's calculation of the applicable Parking Facilities Expenses, then the MOB Parcel Owner shall pay any resulting deficiency (in the case of an understatement) to the Parking Area Owner within twenty (20) days after the completion of the audit, or conversely the Parking Area Owner (in the case of an overstatement) shall give the MOB Parcel Owner due credit for prior excess payments against the Parking Facilities Assessments next becoming due and owing. The audit cost shall be borne solely by the auditing MOB Parcel Owner, unless any resulting credit in favor of the auditing Parking Area Owner for any applicable calendar year shall exceed ten percent (10%) of the Parking Facilities Assessment previously invoiced for that year, in which case the Parking Area Owner shall pay the reasonable cost of the audit.

(h) Insurance. Each of Hospital Parcel Owner, MOB Parcel Owner and Parking Area Owner shall obtain and keep in effect at its sole cost and expense such liability insurance covering its use of the Parking Facilities as Hospital Parcel Owner, MOB Parcel Owner and Parking Area Owner, in its discretion, shall deem appropriate.

(i) Eminent Domain. In the event that all or any portion of the Parking Area Parcel is taken by the exercise of the power of eminent domain or are transferred or conveyed in a negotiated transaction to a Person vested with the power of eminent domain, then the easements granted above with respect to such easement parcels, or the portion thereof 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 of any of the Parking Area Parcel or such part thereof. The MOB Parcel Owner shall be entitled to such portion of the award or other compensation payable with respect to any such taking or conveyance as shall be determined by mutual agreement between the Parking Area Owner and the MOB Parcel Owner, or if they are unable to agree, such portion of the award or compensation as is determined by the final non-appealable order of a state court having jurisdiction over cases relating to condemnation of real property; provided, however, the MOB Parcel Owner shall not be entitled to any portion of such award or compensation awarded in connection with the taking of all or a portion of the Parking Facilities if the sum of the number of parking spaces remaining available for use by the MOB Parcel Owner after such taking or conveyance equals not less than the number of parking spaces necessary to comply with all applicable governmental requirements regarding the number of parking spaces required for the building then located on the MOB Parcel (not exceeding 67,000 rentable square feet).

(j) Reimbursement of Tax Assessments. The MOB Parcel Owner shall reimburse and pay the Parking Area Owner, upon receipt of a statement from the Parking Area Owner, its Proportionate Share of all real estate taxes and assessments for public improvements, general and special, which shall become a lien upon or become due and payable with respect to any portion of the Parking Facilities at any time subsequent to the date of the recording of this Declaration. In the event that the Parking Facilities are not assessed separately from the Hospital Parcel or other lands, the amount of real estate

taxes and assessments attributable to the Parking Facilities shall be determined by the Parking Area Owner on a rational basis taking into account the relative area of such Parking Facilities and the area of the taxable parcel of which it is a part, the other improvements on such taxable parcel, and the rates at which taxes and assessments against the taxable parcel are assessed against any Parking Facilities constructed by the Parking Area Owner subsequent to the initial development of Parking Facilities.

(k) Default; Remedies. In the event that the MOB Parcel Owner is in breach of its obligations under this Declaration, the Hospital Parcel Owner and/or the Parking Area Owner may provide written notice of such breach to the MOB Parcel Owner. If the MOB Parcel Owner fails to cure such breach within thirty (30) days following the giving of such notice, or 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, if the MOB Parcel 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 either such event, the Parking Area Owner may do all things necessary or desirable to remedy such breach and perform the obligations of the MOB Parcel Owner that have not been fully or promptly performed. The MOB Parcel Owner shall immediately on demand reimburse the Parking Area Owner for all costs and expenses incurred by the Parking Area Owner in connection with the cure of any breach by the MOB Parcel Owner of its obligations under this Declaration, plus interest at the Interest Rate, or if less, the highest rate permitted under applicable law.

(l) Lien. Declarant hereby reserves, for the benefit of Parking Area Owner, a continuing lien in the nature of a mortgage lien on the MOB Parcel to secure payment of all of MOB Parcel Owner's reimbursement or payment obligations pursuant to this Declaration including, but not limited to, its obligations to reimburse Parking Area Owner for all sums which MOB Parcel Owner becomes obligated to pay Parking Area Owner pursuant to Sections 3.1(g) and (j) (all such sums being hereinafter referred to as the "Reimbursable Amounts"). If MOB Parcel Owner shall fail or refuse to pay any Reimbursable Amounts which are due and owing to Parking Area Owner within thirty (30) days following written demand therefor, Parking Area Owner shall be entitled to record a notice of lien ("Notice of Lien") in the Recording Office, setting forth the amount of the unpaid Reimbursable Amounts, and Parking Area Owner shall thereafter be entitled to foreclose the lien with respect to such Reimbursable Amounts as set forth in the recorded Notice of Lien, together with interest thereon at the Interest Rate in the same manner as the foreclosure of mortgage liens under the laws of the State of Utah, and recover all such Reimbursable Amounts, together with attorneys' fees and expenses and court costs of such Reimbursable Amounts. The lien hereinabove provided shall have priority from the date and time that a notice of lien as aforesaid is filed for record in the Recording Office. Notwithstanding the foregoing, the above described lien shall not have priority over and shall be subject to the Ground Lease or a First Mortgage lien on the MOB Property.

(m) Effect of Breach on Mortgage. 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.

Section 3.2. Covenants Running with the Land; Enforcement and Remedies. The agreements provided for herein shall inure to the benefit of and be binding upon (a) the Declarant and its successors and assigns; (b) the Hospital Parcel Owner; (c) the Parking Area Owner; (d) the MOB Parcel Owner; and (e) the respective successors, successors-in-title, assigns, heirs and lessees of the Parking Area Owner, the Hospital Parcel Owner and the MOB Parcel Owner, and their respective agents, employees, lessees and invitees. Irreparable harm will result to Declarant, the Hospital Parcel Owner and the Parking Area Owner by reason of any breach of the agreements, covenants and restrictions as set forth in this Declaration, and, therefore, Declarant, the Hospital Parcel Owner and the Parking Area Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity. The failure of Declarant, the Parking Area Owner or the Hospital Parcel Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such 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.

Section 3.3. Fees and Expenses. In the event the MOB Parcel Owner or the Parking Area Owner fails to perform any of its respective obligations under this Declaration or in the event a dispute arises concerning the meaning or interpretation of any provision herein, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

Section 3.4. Amendment, Etc. This Declaration or any provisions hereof, or any covenants and conditions contained herein, may be terminated, extended, modified or amended, but only by a written instrument duly executed by the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner and all Mortgagees. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner and all Mortgagees.

Section 3.5. No Merger. The easements and easement rights set forth herein shall not be terminated or extinguished by merger of title or otherwise unless the MOB Parcel Owner and all Mortgagees execute a consent to the termination of such easements and easement rights and such consent is Recorded.

Section 3.6. Severability. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or

unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 3.7. Governing Law; Legal Requirements. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Utah. If any covenant, condition, restriction, option, right of first refusal 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 999 years after the date of this Declaration.

Section 3.8. Exhibits. All exhibits referred to herein are attached hereto and made a part hereof.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

**DECLARANT:**

SALT LAKE REGIONAL MEDICAL CENTER,  
INC., a Delaware corporation

By: *William A. Stokes*  
Name: William A. Stokes  
Title: Vice President  
Date: Nov. 3, 2005

**ACKNOWLEDGED AND AGREED TO:**

**TEGRA:**

TEGRA SALT LAKE REGIONAL MEDICAL,  
L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited  
liability company, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

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

**DECLARANT:**

SALT LAKE REGIONAL MEDICAL CENTER,  
INC., a Delaware corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

**TEGRA:**

TEGRA SALT LAKE REGIONAL MEDICAL,  
L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability company, its manager

By:   
Name: Steven B. Oyster  
Title: Manager  
Date: 11/4/05

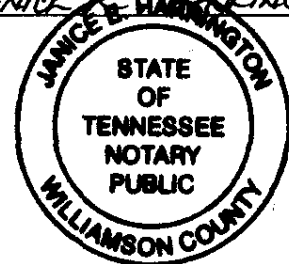
STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF WILLIAMSON )

Personally appeared before me, the undersigned, a Notary Public with authority in the state and county aforesaid, William A. Baker, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of SALT LAKE REGIONAL MEDICAL CENTER, INC., a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS MY HAND this 3 day of November, 2005.

Jance E. Harrington  
Notary Public - JANCE E. HARRINGTON

My Commission Expires: 02-22-09



My Commission Expires  
February 22, 2009

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

Personally appeared before me, the undersigned, a Notary Public with authority in the state and county aforesaid, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a Manager of the Boyer Company, L.C., a Utah limited liability company, the Manager of TEGRA SALT LAKE REGIONAL MEDICAL, L.C., a Utah limited liability company, and is authorized by the company to execute this instrument on behalf of the company.

WITNESS MY HAND this \_\_\_\_\_ day of November, 2005.

\_\_\_\_\_  
Notary Public - \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF WILLIAMSON )

Personally appeared before me, the undersigned, a Notary Public with authority in the state and county aforesaid, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the \_\_\_\_\_ of SALT LAKE REGIONAL MEDICAL CENTER, INC., a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS MY HAND this \_\_\_\_\_ day of November, 2005.

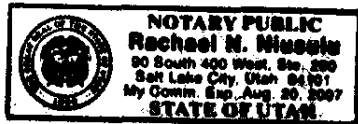
\_\_\_\_\_  
Notary Public - \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

Personally appeared before me, the undersigned, a Notary Public with authority in the state and county aforesaid, STEVEN B. OSTER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a Manager of the Boyer Company, L.C., a Utah limited liability company, the Manager of TEGRA SALT LAKE REGIONAL MEDICAL, L.C., a Utah limited liability company, and is authorized by the company to execute this instrument on behalf of the company.

WITNESS MY HAND this 4th day of November, 2005.



Rachel N. Hissink  
Notary Public - Salt Lake County

My Commission Expires: 8-20-07



THE UNDERSIGNED BANK OF AMERICA, N.A., as administrative agent, is the beneficiary under that certain Second Amended, Restated and Consolidated Deed of Trust, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, which encumbers the Parking Area Parcel. The undersigned hereby consents to and joins in this Declaration and agrees that all of its right, title, estate and interest in the Parking Area Parcel shall be subject and subordinate to the Declaration.

Executed on this the 14 day of November, 2005.

ADMINISTRATIVE AGENT

BANK OF AMERICA, N.A., a national banking association

By: \_\_\_\_\_

Name

Title:

**KEVIN R. WAGLEY**

**SENIOR VICE PRESIDENT**

STATE OF North Carolina

COUNTY OF Mecklenburg

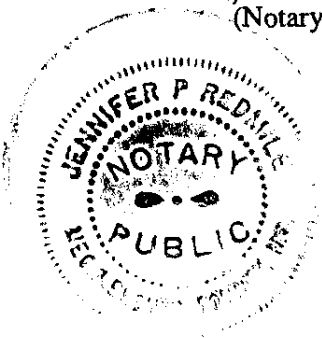
I, Jennifer P. Redmile, a Notary Public of the County and State aforesaid, certify that Kevin Wagley personally came before me this day and acknowledged that (s)he is SVP of Bank of America, N.A., a national banking association, and that by the authority duly given and as the act of the national banking association, the foregoing instrument was signed in its name by him/her as its SVP.

WITNESS my hand and official stamp or seal, this 14<sup>th</sup> day of November, 2005.

Jennifer P. Redmile  
Notary Public

My Commission Expires:

My Commission Expires February 2, 2008  
(Notary Public)



**EXHIBIT A**

**MOB PARCEL**

A part of Block 36, Plat "F", Salt Lake City Survey more particularly described as follows:

BEGINNING at a point which is 545.46 feet North 89°58'22" East along the centerline of 100 South Street and 85.80 feet North 0°01'47" West from the intersection of 100 South Street and 1000 East Street, and running thence North 0°01'54" West 66.26 feet to the Southerly wall face of the existing hospital building; thence four (4) courses along the existing face of the hospital wall as follows: South 89°55'20" East 5.33 feet and North 0°03'53" West 33.53 feet and South 89°54'21" West 8.93 feet and North 0°22'20" West 17.53 feet; thence North 89°44'18" East 96.88 feet; thence North 0°07'23" West 16.98 feet; thence North 89°58'06" East 39.46 feet; thence South 0°01'54" East 16.97 feet; thence North 89°58'06" East 32.74 feet; thence South 0°01'54" East 117.70 feet; thence South 89°58'06" West 165.33 feet to the point of BEGINNING.

**EXHIBIT B**

**PARKING AREA PARCEL**

All of Block 36, Plat "F", Salt Lake City Survey.

LESS AND EXCEPTING the exclusive premises leased to Salt Lake City Professional Building, Ltd., as Tenant, upon the terms, conditions provided in a Ground Lease referred to in a Memorandum of Ground Lease recorded February 26, 1988 as Entry No. 4590416, in Book 6006, at Page 2449, of the Official Records.

**EXHIBIT C**  
**HOSPITAL PARCEL**

All of Block 36, Plat "F", Salt Lake City Survey.