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 4/23/2008 11:54:00 AM \$33.00  
 Book - 9598 Pg - 1862-1869  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FIRST AMERICAN NCS  
 BY: eCASH, DEPUTY - EF 8 P.

**When Recorded, Mail To:**

Baker, Donelson, Bearman, Caldwell &  
 Berkowitz, PC  
 420 20th Street North, Suite 1600  
 Birmingham, AL 35205  
 Attention: Lynn Reynolds

(Space above for Recorder's use only)

### ASSIGNMENT OF ANCILLARY DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF ANCILLARY DOCUMENTS ("Assignment") is made as of the 22 day of April, 2008 (the "Effective Date"), between HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("Assignor"), and MPT OF WEST VALLEY CITY, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in that certain Purchase and Sale Agreement and Escrow Instructions dated effective as of March 13, 2008, by and among Assignor, HCPI Trust, a Maryland real estate trust, HCP DAS Petersburg VA, LP, a Delaware limited partnership, FAEC Holdings (BC), LLC, a Delaware limited liability company, and Texas HCP Holding, L.P., a Delaware limited partnership, collectively as Seller, and MPT Operating Partnership, L.P., a Delaware limited partnership, as Buyer (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Assignor is concurrently herewith transferring and conveying to Assignee all right, title and interest of Assignor in and to the Real Property described on Schedule 1 attached hereto and incorporated herein by reference. As part of such transaction, Assignor hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest, to the extent assignable, in, to and under any and all of the Security Documents, Acquisition Documents and Intercreditor Documents (as such terms are defined in the Purchase Agreement); provided, however, that Assignor reserves and retains any and all indemnification rights under or pertaining to the Ancillary Documents (as defined below) to the extent that the same pertain to any claims, liabilities or actions arising in connection with acts, omissions or conditions that occurred or existed prior to the Effective Date; provided, however, that such retention and reservation shall be limited to the extent necessary to also provide Assignee with the benefit of such indemnification rights if any claim is made against Assignee arising out of or relating to those same acts, omissions or conditions.

The Security Documents, the Acquisition Documents and the Intercreditor Documents referenced above are collectively referred to herein as the "Ancillary Documents."

Subject to the terms of the Purchase Agreement and the express obligations and responsibilities of the parties thereunder, including all prorations and adjustments set forth therein: (a) Assignee does hereby assume and agree to perform all of Assignor's obligations and liabilities under the Ancillary Documents accruing from and after the Effective Date; and (b) Assignor shall remain responsible for all such obligations and liabilities accruing prior to the Effective Date.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns. Each entity constituting Assignee shall be jointly and severally liable for all obligations of Assignee hereunder.

The assignment made pursuant to this Assignment is made without representation or warranty of any kind, except for such representations and warranties as are set forth in Section 5.1 of the Purchase Agreement (subject to the limitations on liability and survival set forth in Section 5.2 of the Purchase Agreement).

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment may be executed and delivered by facsimile or electronic transmission, and any signature on this Assignment which is delivered by facsimile or electronic transmission shall be valid and binding to the same extent as if it were an original.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR:

HCP, INC.,  
a Maryland corporation

By: Brian J. Maas  
Name: Brian J. Maas  
Its: Senior Vice President

State of California )

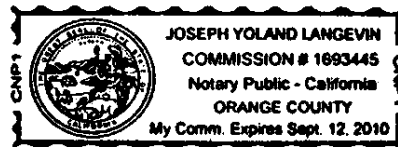
County of ORANGE )

On April 14, 2008 before me, JOSEPH YOLAND LANGEVIN personally appeared BRIAN J. MAAS, SENIOR VICE-PRESIDENT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joseph Yoland Langevin (Seal)  
NOTARY PUBLIC



Signature Page

ASSIGNEE:

MPT OF WEST VALLEY CITY, LLC,  
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,  
a Delaware limited partnership, its Sole Member

By: *Emmett E. McLean*  
Name: Emmett E. McLean  
Its: Executive Vice President and COO

STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON    )

On this 22 day of April, 2008, before me personally appeared Emmett E. McLean who acknowledged himself to be the EVP & COO of MPT Operating Partnership, L.P., the sole member of MPT of West Valley City, LLC, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such officer on behalf of and as the act and deed of said limited partnership, as the sole member of MPT of West Valley City, LLC.

*Mary Anne Hokanson*  
Notary Public  
My Commission Expires:



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 19, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**SCHEDULE 1 TO ASSIGNMENT**

**LEGAL DESCRIPTION**

**Address**

3460 South Pioneer Parkway, West Valley City, UT 84120

**Legal Description**

**Parcel 1:**

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565, in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3500 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point on the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North 1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with a 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of BEGINNING.

TOGETHER WITH the West one-half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234, in Book 6613, at Page 1040 of the Official Records, to-wit: BEGINNING at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius

curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of BEGINNING.

Parcel 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774, in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of BEGINNING.

Parcel 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of BEGINNING.

Parcel 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204.69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway).

TOGETHER WITH the East one-half of the vacated street (4155 West Street) abutting a portion of said property on the West.

Parcel 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of BEGINNING.

Parcel 6:

BEGINNING at point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of BEGINNING.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway).

DESCRIPTIONS OF RAISED PLANTED PORTIONS OF THE DESIGNATED THREE MEDIAN ISLANDS "A", "B" AND "C" LOCATED TOTALLY WITHIN DEDICATED 3390 SOUTH STREET BOUNDARY AND REMAINING IN PRIVATE OWNERSHIP ARE AS FOLLOWS:

PLANTED MEDIAN "A"

Beginning at a point North 651.27 feet and West 860.12 feet from the Southeast corner of Section 30, T 1 S, R 1 W, SLB & M; thence Southwesterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°02'58"; thence Southwesterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32'17"; thence South 2.00 feet; thence East 44.21 feet; thence Northeasterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58"; thence Northeasterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32'17"; thence North 2.00 feet; thence West 44.21 feet to the point of beginning, containing 0.012 acres +/-.

PLANTED MEDIAN "B"

Beginning at a point North 651.27 feet and West 653.76 feet from the Southeast corner of Section 30, T 1 S, R 1 W, SLB & M; thence Southwesterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58"; thence Southwesterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32'17"; thence South 2.00 feet; thence East 58.15 feet; thence Northeasterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58"; thence Northeasterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32'17"; thence North 2.00 feet; thence West 58.15 feet to the point of beginning, containing 0.014 acres +/-.

PLANTED MEDIAN "C"

Beginning at a point North 651.27 feet and West 461.45 feet from the Southeast corner of Section 30, 8 1 S, R 1 W, SLB & M; thence Southwesterly 13.09 feet along a curve to the left having a radius of 4.17 feet and as central angle of 180°00'00"; thence East 95.74 feet; thence Northeasterly 80.72 feet along a curve to the left having a radius of 154.17 feet and a central

angle of 30°00'00"; thence N 60°00'00"E 94.24 feet; thence Northeasterly 17.78 feet along a curve to the left having a radius of 99.17 feet and a central angle of 10°16'24"; thence N 49°43'36" E 22.89 feet; thence Northeasterly 4.20 feet along a curve to the right having a radius of 100.83 feet and a central angle of 2°23'03"; thence N 30°00'00" W 2.00 feet; thence S 60°00'00" W 138.59 feet; thence Southwesterly 76.36 feet along a curve to the right having a radius of 145.83 feet and a central angle of 30°00'00"; thence West 95.74 feet to the point of beginning, containing 0.058 acres +/-.

Affecting Tax Id. No(s): 15-30-476-007-0000  
15-30-476-008-0000  
15-30-477-003-0000  
15-30-478-016-0000  
15-30-478-023-0000  
15-30-478-024-0000  
15-30-478-027-0000  
15-30-478-031-0000