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Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 17 P.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO :

Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
Suite 1600 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
Attention: Lynn Reynolds, Esq.

FATIC 339614P-2

(THIS SPACE FOR RECORDER'S USE ONLY)

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made as of the 22nd day of February, 2010 ("Effective Date"), by **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant" or "MPT"), having an address of 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, under the following circumstances:

WITNESSETH:

A. Declarant is the owner of certain real property located in the City of West Valley City, Salt Lake County, Utah, as particularly described on Exhibit A attached hereto and made a part hereof by reference and incorporation (the "Hospital Land") on which is located a hospital facility (the "Hospital Facility") and other improvements used in connection therewith; and, simultaneously herewith, B.C.V.V., Inc., a Utah non-profit corporation (d/b/a Rocky Mountain Care—West Valley) ("BCVV"), as part of an exchange transaction between MPT and BCVV, is conveying to MPT certain property more particularly described on Exhibit B attached hereto and made a part hereof by reference and incorporation (the "Additional Property"). The Hospital Land together with the Hospital Facility and the Additional Land and all buildings and other improvements now or hereafter located thereon are hereinafter referred to as the "Hospital Property."

B. Simultaneously herewith (except for a strip of land located within Lot 2 (as hereinafter identified) currently owned by BCVV (the "Lot 2 Strip"), as part of an exchange transaction between MPT and BCVV, MPT is conveying to BCVV, Lot 2 ("Lot 2") of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58.

C. Immediately following the transfer and conveyance of Lot 2 from MPT to BCVV, (i) BCVV will convey Lot 2 and the Lot 2 Strip to RMC Property Holdings, L.L.C., a Utah limited liability company ("RMC"), and RMC intends to cause a skilled nursing facility, of approximately Fifty-Three Thousand Two Hundred Forty-Six (53,246) square feet to be developed and constructed (the "SNF Facility") on Lot 2 and the Lot 2 Strip which are located contiguous to the Hospital Property (Lot 2 and the Lot 2 Strip are collectively referred to as the "SNF Land"), and (ii) RMC will lease the SNF Land and the SNF Facility to BCVV for BCVV's operation of the SNF Facility. The SNF Land is more particularly described on Exhibit C attached hereto and made a part hereof by reference and incorporation. The SNF Land together with the SNF Facility and all buildings and other improvements now or hereafter located thereon are hereinafter referred to as the "SNF Property."

D. BCVV, as the current owner of the Lot 2 Strip, by its execution of the Consent and Agreement attached hereto as Exhibit D, (i) consents to and agrees that the Lot 2 Strip shall be subject to all of the terms, provisions, restrictions and conditions set forth in this Declaration, all to run with the land, and that the Lot 2 Strip shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged subject to this Declaration, and (ii) is accepting the conveyance from MPT with the understanding that Declarant is imposing certain use restrictions upon the SNF Property contemporaneously with the conveyance from MPT to BCVV in order to assure that the SNF Property will be used in a manner that complements the operation and use of the Hospital Property and that the services therein provided will not duplicate services being provided at or on the Hospital Property from time to time, except as expressly allowed for a limited period of time as set forth in Section 3.1(c) relating to the Additional Property.

E. RMC, by its execution of the Consent and Agreement attached hereto as Exhibit E, (i) consents to and agrees that the SNF Property shall be subject to all of the terms, provisions, restrictions and conditions set forth in this Declaration, all to run with the land, and that the SNF Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged subject to this Declaration, and (ii) is accepting the conveyance from BCVV with the understanding that Declarant is imposing certain use restrictions upon the SNF Property contemporaneously with the conveyance from MPT to BCVV in order to assure that the SNF Property will be used in a manner that complements the operation and use of the Hospital Property and that the services therein provided will not duplicate services being provided at or on the Hospital Property from time to time, except as expressly allowed for a limited period of time as set forth in Section 3.1(c) relating to the Additional Property.

F. Declarant is executing this Declaration and will record the same in the Official Records of the Office of the Recorder of Salt Lake County, Utah (the "Recorder's Office"), prior to the recordation of the deed to BCVV and prior to the recordation of the deed to RMC, for the purpose of subjecting all of the SNF Property to the covenants as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value, desirability and attractiveness of the SNF Property, the Hospital Property and the Hospital Facility, Declarant as fee simple owner of the Hospital Land, the Additional Property and the SNF Land (except for the Lot 2 Strip identified in Recital B) declares that all of the SNF Land (including the Lot 2 Strip by virtue of BCVV's Consent and

Agreement attached hereto) shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration:

SECTION I DEFINITIONS

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

“**Ancillary medical service or facility**” shall have the meaning as set forth in Section 2.3.

“**Approved Plans**” shall have the meaning as set forth in Section 2.1.

“**Continuum care**” shall have the meaning as set forth in Section 2.3.

“**Hospital Property**” shall mean the land described on Exhibit A attached hereto upon which the Hospital Facility is located (the “Campus”), any other land in the vicinity of the Campus that is now owned or hereafter acquired by Hospital Property Owner, including, without limitation, the Additional Property described on Exhibit B attached hereto, and any improvements located on the Campus, the Additional Land and any land acquired hereafter, including, without limitation, the Hospital Facility.

“**Hospital Property Owner**” shall mean any Person that is the owner of record fee simple title to the Hospital Property, 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 Property has leased or leases the Hospital Property to another Person for a term of twenty (20) years or more (inclusive of any extension or renewal options) 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 Property 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 4% with such rate changing with each change in the prime lending rate published by The Wall Street Journal.

“**Lot 2**” shall have the meaning as set forth in Paragraph B of the recitals of this Declaration.

“**Lot 2 Strip**” shall have the meaning as set forth in Paragraph B of the recitals of this Declaration.

“**Mortgage**” shall mean any mortgage, deed of trust or similar lien which is Recorded, secures the payment of any indebtedness and encumbers all or any part of the SNF Land, or any interest therein.

"Mortgagee" shall mean the holder of any Mortgage and, during any period in which a Mortgage is insured or held by the Secretary of Housing and Urban Development ("Secretary" or "HUD"), Mortgagee shall be deemed to include HUD.

"Old SNF" shall have the meaning as set forth in Section 3.1(c).

"Practice" shall have the meaning as set forth in Section 2.5.

"Permitted Ancillary Uses" shall have the meaning as set forth in Section 2.3.

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

"Recorded" shall mean filed for record in the Recorder's Office.

"Recorder's Office" shall have the meaning as set forth in Paragraph F of the recitals of this Declaration.

"Reserve Estate Agreement" means that certain Reserved Estate Agreement entered into contemporaneously herewith by MPT and BCVV for the Reserved Estate Term.

"Reserved Estate Term" means the term of the reserved estate specified in the Reserved Estate Agreement, but in no event will such Reserved Estate Term exceed two (2) years from the date of the Reserved Estate Agreement.

"Restriction Period" shall have the meaning as set forth in Section 2.6.

"RMC" shall have the meaning as set forth in Paragraph C of the recitals of this Declaration.

"SNF Facility" shall have the meaning as set forth in Paragraph C of the recitals of this Declaration.

"SNF Land" shall have the meaning as set forth in Paragraph C of the recitals of this Declaration.

"SNF Property" shall have the meaning as set forth in Paragraph C of the recitals of this Declaration.

"SNF Property Owner" shall mean any Person that is the owner of record fee simple title to the SNF Land, including, without limitation, BCVV and RMC, 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 SNF Land leases the SNF Land to another Person for a term of ten (10) 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, "SNF Property Owner" shall also include the then-current lessee or tenant under such lease.

SECTION II
PERMISSIBLE USES AND RESTRICTIONS APPLICABLE TO SNF PROPERTY

2.1 BCVV and RMC contemplate that RMC will construct the SNF Facility on the SNF Land. Each of Declarant, BCVV and RMC has an interest in assuring that the SNF Property shall complement the Hospital Property and that the SNF Property shall be used to complement the use and operation of the Hospital Facility, the Hospital Property and all present and future development and operations on the Hospital Property. In this regard, BCVV and RMC have submitted to the Hospital Property Owner the current (as of the date of this Agreement) plans and specifications, site plan, exterior design, and other information relative to the SNF Facility and the landscaping and site use for the SNF Facility and the Hospital Property Owner has approved the said plans and specifications, site plan, exterior design and other information (the "Approved Plans"). Hereafter, any material modifications of the said approved plans and designs or any other actual material exterior modifications or additions to the buildings, improvements and landscaping situated on the SNF Land at any time, shall be subject to the prior written approval of the Hospital Property Owner, which approval shall not be unreasonably withheld.

2.2 The development and use of the SNF Property shall be limited to the construction, maintenance and operation of the skilled nursing facility that is proposed in the Approved Plans and no other purpose without the prior written consent of Declarant and Hospital Property Owner, which consent may be granted or denied in the sole and absolute discretion of Declarant and Hospital Property Owner. Specifically, by way of example and not by way of limitation, except for the Permitted Ancillary Uses (as hereinafter enumerated and defined), in no event shall the SNF Property or any part thereof be used for the following activities without the prior written consent of Declarant and Hospital Property Owner, which consent may be granted or denied in the sole but reasonably exercised discretion of Declarant and Hospital Property Owner: (i) the provision or operation of any "ancillary medical care service or facility" (as defined in Section 2.3), (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, a rehabilitation agency, a comprehensive outpatient rehabilitation facility, a rehabilitation facility, a nursing home (with the exception of the SNF), an outpatient or inpatient clinic, surgical center, outpatient surgery center, ambulatory surgery center, imaging center, cancer treatment center, emergency center, urgent care clinic, a health maintenance organization or similar direct care provider, an ambulance service, or a birthing center, (iii) any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (iv) any purpose deemed by Declarant and Hospital Property Owner or its or their insurer to be hazardous on account of fire risk, (v) any purpose that would reasonably cause a cancellation of any insurance policy covering the Hospital Property, or (vi) any operation which creates a nuisance.

2.3 Notwithstanding any provision herein to the contrary, as long as the SNF is being continuously operated on the SNF Property, the following uses, known throughout this Agreement as the "Permitted Ancillary Uses" are hereby consented to and permitted uses and operations for the SNF Property Owner and/or its SNF operator (conducted in or operated out of the SNF Facility):

1. Home health care services;

2. Hospice services;
3. Rehabilitation services for residents of the SNF Facility and, provided that the same is "continuum care" only, for former long-term residents of the SNF Facility;
4. Therapy services (including occupational, physical and speech therapy) for residents of the SNF Facility and, provided that the same is "continuum care" only, for former long-term residents of the SNF Facility;
5. Portable X-Ray services for residents of the SNF Facility and, provided that the same is "continuum care" only, for former long-term residents of the SNF Facility.
6. Lab services for residents of the SNF Facility and, provided that the same is "continuum care" only, for former long-term residents of the SNF Facility;
7. Pharmacy services and drug and medication dispensing services for residents of the SNF Facility and, provided that the same is "continuum care" only, for former long-term residents of the SNF Facility; and
8. Long-term care hospital services (being such services as are customarily provided by a "long-term care hospital" as defined by Medicare, i.e., being a hospital with an average inpatient length of stay of greater than 25 days).

The Permitted Ancillary Uses are specific uses and exclusions from the restrictions provided in this Agreement that have been requested by BCVV and RMC for themselves and on behalf of the SNF Property Owner in connection with the execution of this Agreement, the conveyance to BCVV of the SNF Land, and the conveyance to RMC of the SNF Land and are specifically authorized and consented to by Declarant for itself and for the Hospital Property Owner as long as the SNF is being continuously operated on the SNF Property. For purposes of this Agreement, (i) "continuum care" is defined to be only that care provided to former long-term residents of the SNF Facility who are subsequently treated on an out-patient basis with services otherwise constituting Permitted Ancillary Uses, and (ii) a "former long-term resident of the SNF Facility" is defined to be any person who had been a resident of the SNF Facility for a period of time consisting of not less than twenty (20) consecutive days and whose residency at the SNF Facility terminated one (1) year or less from the date of commencement of treatment of such person by the SNF on an out-patient basis. In all instances, regardless of the prior length of stay in the SNF Facility, the in-patient stay must have been for bona-fide in-patient admission for SNF or rehabilitation purposes, and in no event merely for the purposes of circumventing the restrictions intended by the "continuum care" requirement.

As used herein, an "ancillary medical care service or facility" shall exclude the Permitted Ancillary Uses but shall, otherwise mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), magnetic resonance imaging (MRI), positron emission tomography (PET), ultrasound, radiation therapy, mammography and breast diagnostics and nuclear medicine testing), physical therapy services, or respiratory therapy service, and (y) the

provision of any medical or related service to or for any person that is in addition to the examination and diagnosis performed directly by a physician or by other health care professionals under the supervision of a physician or residents of the SNF Facility and, provided that the same is "continuum care" only, of former long-term residents of the SNF Facility.

The installation and use of any diagnostic, laboratory or radiology equipment on the SNF Land shall be subject to the prior written approval of Declarant and Hospital Property Owner, and prior to the installation of any such equipment on the SNF Property, Declarant and Hospital Property Owner shall be provided with a list of such equipment and its intended use. Notwithstanding the foregoing, however, nothing in this Section 2.3 shall prevent physicians who conduct a medical practice and related activities at the SNF Property from performing outpatient surgeries on patients who are residents of the SNF Facility that do not require general anesthesia or intravenous sedation or from rendering pathological laboratory and radiological services to any such physician's own patients who are residents of the SNF Facility, so long as such pathological laboratory and radiological services are merely ancillary and incidental to such physician's primary medical practice and do not constitute the physician's primary medical practice or specialty nor the predominant services rendered by the physician to the physician's patients.

2.4 No drugs or medicines may be dispensed on the SNF Property to persons other than the patients of physicians employed by and performing services to patients admitted in the SNF Facility.

2.5 All physicians who conduct a medical practice and related activities (a "Practice") at or on the SNF Property must be and remain 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, not subject to any sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program.

2.6 The restrictions set forth herein on the SNF Property shall remain in effect and be enforceable until such time as the Hospital Facility, or any successor health care facility which replaces the Hospital Facility, is permanently closed and no hospital facility is being operated on the Hospital Property; provided, however, (i) the restrictions set forth herein on the SNF Property shall in any event terminate, lapse and be of no further effect on the date ninety-nine (99) years after the recording of this Declaration (the "Restriction Period"). The Hospital Facility or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of twenty-four (24) consecutive months; provided, however, if no such health care services have been provided at such facility for such period of time because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

SECTION III
GENERAL PROVISIONS

3.1 General Provisions. As long as any of the covenants or agreements granted and/or declared in Section II remain in effect, the SNF Land, the SNF Property Owner and the Hospital Property Owner are subject to all of the following:

(a) The various terms, conditions, restrictions and agreements set forth herein shall be (i) covenants running with the land and (ii) binding upon and inure to the benefit of the Hospital Property Owner and the SNF Property 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) 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 SNF 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.

(c) Declarant acknowledges that BCVV will continue to operate the skilled nursing facility which it is currently operating on the Additional Property (the "Old SNF") during a period as set forth in the Reserved Estate Agreement. As long as the Old SNF is being operated on the Additional Property pursuant to the terms of the Reserved Estate Agreement, such operation shall not constitute a violation of this Declaration.

(d) The covenants and restrictions on the SNF Property set forth herein shall remain in full force and effect and shall be unaffected by any change in ownership of the SNF Property or 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 Declarant and Hospital Property by reason of any breach of the agreements, covenants and restrictions set forth in this Declaration, and, therefore, Declarant and Hospital Property 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 equity, including, without limitation, (i) the recovery of all damages, costs and expenses incurred, resulting or arising from the default or breach of this Declaration, and (ii) the recovery of all legal fees, costs and expenses incurred by Declarant and Hospital Property Owner in enforcing their rights and remedies hereunder. The SNF Property Owner shall be responsible for and pay all fees, costs and expenses (including attorneys' fees and expenses) incurred by Hospital Property Owner in connection with all actions relating to and the enforcement of this Declaration.

(e) The failure of Declarant or the Hospital Property 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. No breach of this Declaration will entitle any owner of the Hospital Property or the SNF Property or any Mortgagee to cancel, rescind or otherwise terminate this Declaration.

(f) The SNF Property Owner shall indemnify and hold harmless the Declarant and Hospital Property Owner against all costs, expenses, damages, liability, or loss caused by any violation of any provision of this Declaration.

(g) 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 Hospital Property Owner, the SNF Property Owner and all Mortgagees. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by Hospital Property Owner, the SNF Property Owner and all Mortgagees of record, and Recorded.

(h) 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 provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(i) The captions, section numbers, article letters and headings appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such sections or articles of this Declaration nor in any way modify or affect this Declaration.

(j) All notices, statements, demands, approvals and other communications given pursuant to this Declaration shall be in writing and will be delivered in person or by certified mail, postage prepaid, or delivered by a recognized delivery service (i.e., Federal Express), to the Hospital Property Owner and SNF Property Owner, as applicable, at the addresses specified herein or, if none is specified herein, as maintained by on file with the office of the Salt Lake County tax assessor or revenue department for delivery of ad valorem tax statements.

(k) This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Utah.

(l) All exhibits referred to herein are attached hereto and made a part hereof as if fully set forth herein.

[Signature appears on following page.]

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

MPT OF WEST VALLEY CITY, LLC

BY: MPT OPERATING PARTNERSHIP, L.P.
ITS: SOLE MEMBER

By: [Signature]

Its: Edward K. Aldag, Jr.
Chairman, President & CEO

STATE OF ALABAMA
JEFFERSON COUNTY

On this 22 day of February, 2010, before me personally appeared Edward K. Aldag, Jr., who acknowledged himself to be the Chrm, Pres. & CEO of MPT Operating Partnership, L.P., a Delaware limited partnership, the sole member of MPT OF WEST VALLEY CITY, LLC, a Delaware limited liability company, 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 said limited liability company.

Given under my hand and official seal this the 22 day of February, 2010.



Mary Anne Hokanson
NOTARY PUBLIC
Printed Name: MARY ANNE HOKANSON
My Commission Expires Alabama - State At Large
Commission Expires 6-15-2013

Exhibit A

(See attached)

Legal Description
Pioneer Valley Hospital

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), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

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 a 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), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-003, 15-30-476-008, 15-30-478-006,
15-30-476-007, 15-30-478-035, 15-30-478-037,
15-30-478-038, 15-30-478-040

Exhibit B

Parcel 1:

Lot 3 of that certain Plat entitled "Rocky Mountain Care Subdivision" which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009, as Entry No. 10685745 in Book 2009P of Plats at Page 58.

15-30-478-036

Parcel 2:

One Half of vacated 4155 West Street more particularly described as follows:

Beginning at a point where the centerline of 4155 West Street intersects the North line of 3390 South Pioneer Parkway extended West, said point being South $89^{\circ}56'54''$ West 1023.80 feet and North $0^{\circ}04'24''$ East 676.02 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}04'24''$ East 220.42 feet to a point of a 175.321 foot radius curve to the right; thence northeasterly along the arc of said curve 74.75 feet; thence East 39.96 feet to a point of a 145.32 foot radius curve to the Left; thence southwesterly along the arc of said curve 86.11 feet; thence South $0^{\circ}04'24''$ West 211.77(M) 220.38(R) feet; thence West 30.87 feet to the point of beginning.

15-30-478-034

Parcel 3:

One foot gap located within Lot 4 (south of Lot 4) and to the north of Lot 3 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58, said gap being more particularly described as follows:

Beginning at a point South $89^{\circ}56'57''$ West 694.48 feet, and North $00^{\circ}03'03''$ West 675.81 feet, and North $00^{\circ}04'58''$ West 291.91, and West 70.96 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 201.47 feet; thence Northerly 1.19 feet along the arc of a curve to the right having a radius of 145.32 feet (Note: chord to said curve bears North $33^{\circ}47'22''$ East 1.19 feet); thence East 199.82 feet; thence South $45^{\circ}00'00''$ East 1.40 feet to the point of beginning.

15-30-478-035 (portion)

Exhibit C

Certain real property located in the State of Utah, County of Salt Lake, and more specifically described as follows:

Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58.

15-30-478-037

Exhibit D
Consent and Agreement of
B.C.V.V., Inc. for
Declaration of Covenants and Restrictions

B.C.V.V., Inc., as the owner of a strip of property located within Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58, by its execution of this Consent and Agreement, consents to and agrees that the Lot 2 Strip shall be subject to all of the terms, conditions, restrictions, provisions and agreements set forth in the Declaration of Covenants and Restrictions ("Declaration") to which this Exhibit D is attached, all to run with the land, and that the Lot 2 Strip shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged subject to the Declaration, all such terms, conditions, restrictions and agreements set forth in the Declaration shall be (i) covenants running with the land and (ii) binding upon and inure to the benefit of the Hospital Property Owner and the SNF Property 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, and the Hospital Property and the SNF Property and that B.C.V.V. shall be subject to all of the liabilities and obligations set forth in the Declaration as a SNF Property Owner.

Executed this 22 day of February, 2010.

B.C.V.V., INC., a Utah non-profit corporation
(d/b/a Rocky Mountain Care—West Valley)

By: [Signature]
Name: Jay R. Bangert
Its: VICE PRESIDENT

STATE OF UTAH
COUNTY OF SALT LAKE

On this 19 day of February, 2010, before me, the undersigned authority, HOLLY JASPERSON, a Notary Public of said State, duly commissioned and sworn, personally appeared JAY R. BANGERTER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of B.C.V.V., INC., a Utah non-profit corporation (d/b/a Rocky Mountain Care—West Valley) and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[AFFIX NOTARY SEAL]

[Signature]
NOTARY PUBLIC
Printed Name: HOLLY JASPERSON
My Commission Expires: 01-22-2014

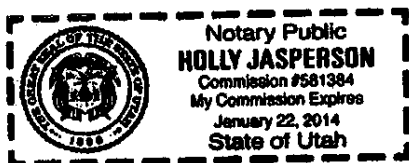


Exhibit E
**Consent and Agreement of
RMC Property Holdings, LLC for
Declaration of Covenants and Restrictions**

RMC Property Holdings, LLC, a Utah limited liability company, by its execution of this Consent and Agreement, consents to and agrees that the SNF Property (as such term is defined in the Declaration hereinafter defined) shall be subject to all of the terms, conditions, restrictions, provisions and agreements set forth in the Declaration of Covenants and Restrictions ("Declaration") to which this Exhibit E is attached, all to run with the land, and that the SNF Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged subject to the Declaration, all such terms, conditions, restrictions and agreements set forth in the Declaration shall be (i) covenants running with the land and (ii) binding upon and inure to the benefit of the Hospital Property Owner and the SNF Property 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, and the Hospital Property and the SNF Property, and that RMC shall be subject to all of the liabilities and obligations set forth in the Declaration as a SNF Property Owner.

Executed this 22 day of February, 2010.

RMC PROPERTY HOLDINGS, L.L.C.,
a Utah limited liability company

By: Rocky Mountain Care Holladay, Inc.
Its: Sole Member

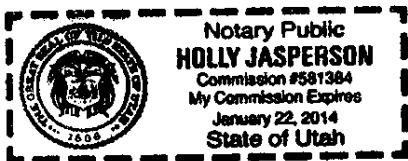
By: Jay K. Bangerter
Name: Jay K. Bangerter
Its: VICE PRESIDENT

STATE OF UTAH
COUNTY OF SALT LAKE

On this 19 day of February, 2010, before me, the undersigned authority, HOLLY JASPERSON, a Notary Public of said State, duly commissioned and sworn, personally appeared JAY R BANGERTER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of Rocky Mountain Care Holladay, Inc., a Utah corporation, the Sole Member of **RMC PROPERTY HOLDINGS, L.L.C.**, a Utah limited liability company and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[AFFIX NOTARY SEAL]



Holly Jasperson
NOTARY PUBLIC
Printed Name: HOLLY JASPERSON
My Commission Expires: 01-22-2014