



W3028770

E# 3028770 PG 1 OF 15
Leann H. Kilts, WEBER COUNTY RECORDER
16-Jan-20 1002 AM FEE \$40.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

07-053-0070
07-053-0059
07-053-0069
07-053-0036
07-053-0071
07-053-0054

This document is intended
to be recorded in
Weber County, Utah

This Amendment was prepared by the attorney set
forth below in consultation with counsel in the State
in which the Trust Property is located
and when recorded should be returned to:

114823.TTF

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Cahill Gordon & Reindel LLP
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New York, New York 10005
(212) 701-3000

SEVENTEENTH AMENDMENT TO
AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

COLUMBIA OGDEN MEDICAL CENTER, INC.,
as Grantor,

to

FOUNDERS TITLE COMPANY,
as Trustee,

for the use and benefit of

BANK OF AMERICA, N.A.,
in its capacity as Collateral Agent,
as Beneficiary

**SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST,
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE
FILING**

THIS SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Amendment") is dated as of December 17, 2019 (the "Effective Date"), by **COLUMBIA OGDEN MEDICAL CENTER, INC.**, a Utah corporation, whose address is c/o HCA Inc., One Park Plaza, Nashville, TN 37203, as grantor ("Grantor"), to **FOUNDERS TITLE COMPANY**, a Utah corporation, whose address is 746 East Winchester Street, Salt Lake City, UT 84107, as trustee ("Trustee"), for the use and benefit of **BANK OF AMERICA, N.A.** ("Bank of America"), whose address is 1455 Market Street, 5th Floor, San Francisco, CA 94103, as Collateral Agent under and as defined in the Credit Agreement (as defined in the Deed of Trust (as defined herein)) and as First Lien Collateral Agent under and as defined in the First Priority Notes Indentures (as defined herein) (in such capacities, the "Collateral Agent" or "Beneficiary") for the benefit of the First Lien Secured Parties (as defined in the Deed of Trust (as defined herein)). Each capitalized term used but not otherwise defined or redefined herein shall have the meaning assigned to such term in the Existing Deed of Trust (as hereinafter defined).

RECITALS:

A. Grantor executed and delivered to Trustee for the benefit of Beneficiary, that certain Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of January 24, 2007 and amended and restated as of June 17, 2009, recorded on June 23, 2009 in the records of the office of County Recorder of Weber County, Utah (the "Records") as Entry No. 2419975 (the "Amended and Restated Deed of Trust"), which Amended and Restated Deed of Trust was amended by (i) that certain First Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on October 9, 2009 with an effective date of August 11, 2009, recorded on October 13, 2009 in the Records as Entry No. 2438914 (the "First Amendment"), (ii) that certain Second Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 7, 2010 with an effective date of March 10, 2010, recorded on May 10, 2010 in the Records as Entry No. 2471691 (the "Second Amendment"), (iii) that certain Third Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on June 14, 2011, with an effective date of May 4, 2011, recorded June 20, 2011 in the Records as Entry No. 2531178 (the "Third Amendment"), (iv) that certain Fourth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 29, 2011, with an effective date of August 1, 2011, recorded on October 4, 2011 in the Records as Entry Number 2543933 (the "Fourth Amendment"), (v) that certain Fifth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on March 27, 2012, with an effective date of February 16, 2012, recorded on April 6, 2012, in the Records as Entry Number 2570464 (the "Fifth Amendment"), (vi) that certain Sixth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on July 27, 2012, with an effective date of April 25, 2012, recorded on August 6, 2012 in the Records as Entry Number

2589158 (the "Sixth Amendment"), (vii) that certain Seventh Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on December 21, 2012, with an effective date of October 23, 2012, recorded on December 26, 2012 in the Records as Entry Number 2612582 (the "Seventh Amendment"), (viii) that certain Eighth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 27, 2014, with an effective date of February 26, 2014, recorded on June 2, 2014 in the Records as Entry Number 2688848 (the "Eighth Amendment"), (ix) that certain Ninth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on January 14, 2015, with an effective date of October 17, 2014, recorded on January 26, 2015 in the Records as Entry Number 2719183 (the "Ninth Amendment"), (x) that certain Tenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on August 14, 2015, with an effective date of June 10, 2015, recorded on September 1, 2015 in the Records as Entry Number 2753902 (the "Tenth Amendment"), (xi) that certain Eleventh Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 26, 2016, with an effective date of June 10, 2016, recorded on June 17, 2016 in the Records as Entry Number 2799046 (the "Eleventh Amendment"), (xii) that certain Twelfth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on November 3, 2016 with an effective date of August 15, 2016, recorded on November 28, 2016, in the Records as Entry Number 2828406 (the "Twelfth Amendment"), (xiii) that certain Thirteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 15, 2017, with an effective date of March 20, 2017, recorded on May 25, 2017, in the Records as Entry Number 2859257 (the "Thirteenth Amendment"), (xiv) that certain Fourteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 25, 2017, with an effective date of June 28, 2017, recorded on October 2, 2017, in the Records as Entry Number 2881882 (the "Fourteenth Amendment"), (xv) that certain Fifteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on June 11, 2018, recorded on June 21, 2018, in the Records as Entry Number 2927034 (the "Fifteenth Amendment"), (xvi) that certain Substitution of Trustee, Request for Partial Reconveyance and Deed of Partial Reconveyance recorded on April 25, 2019 in the Records as Entry Number 2976433 (the "Partial Reconveyance"), and (xvii) that certain Sixteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 10, 2019, recorded on October 4, 2019, in the Records as Entry Number 3008069 (the "Sixteenth Amendment"; the Amended and Restated Deed of Trust, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment, the Partial Reconveyance and the Sixteenth Amendment, the "Existing Deed of Trust" and, together with and as amended by this Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Deed of Trust"), pursuant to which the Grantor conveyed to Trustee for the benefit of Beneficiary all of the Grantor's right, title and interest in and to the Trust Property (as defined therein) comprised in part by the Owned Land (as defined therein and the legal

description of which is set forth in Exhibit A hereto), to secure payment and performance of the First Lien Obligations (as defined in the Existing Deed of Trust).

B. HCA Inc., a Delaware corporation (the "Company"), the lenders or other financial institutions or entities from time to time parties thereto (the "Lenders"), Bank of America, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, JPMorgan Chase Bank, N.A. and Citicorp North America, Inc., as Co-Syndication Agents, and the other arrangers and agents from time to time parties thereto, are parties to that certain Credit Agreement, dated as of November 17, 2006, as amended and restated as of May 4, 2011, as further amended and restated as of February 26, 2014 and as further supplemented on June 10, 2015, March 18, 2016, August 15, 2016, February 15, 2017, March 20, 2017, June 28, 2017, March 13, 2018 and July 16, 2019 (the "Existing Credit Agreement").

C. Pursuant to that certain Tranche B-12 Term Loan Joinder Agreement No. 9 dated as of October 8, 2019 (the "October 2019 Tranche B-12 Term Loan Joinder") among the Company, Bank of America, N.A. as Administrative Agent and Collateral Agent and the Tranche B-12 Loan Lenders (as defined therein), the Tranche B-12 Loan Lenders have agreed to provide new Tranche B-12 Term Loans (as defined therein) in the aggregate principal amount of \$1,477,500,000.

D. Pursuant to that certain Tranche B-13 Term Loan Joinder Agreement No. 10 dated as of November 20, 2019 (the "November 2019 Tranche B-13 Term Loan Joinder") among the Company, Bank of America, N.A. as Administrative Agent and Collateral Agent and the Tranche B-13 Loan Lenders (as defined therein), the Tranche B-13 Loan Lenders have agreed to provide new Tranche B-13 Term Loans (as defined therein) in the aggregate principal amount of \$1,148,122,771.86.

E. Grantor is obligated to enter into this Amendment pursuant to the terms of the (i) October 2019 Tranche B-12 Term Loan Joinder as an inducement to the Collateral Agent and the Tranche B-12 Loan Lenders to enter into the October 2019 Tranche B-12 Term Loan Joinder and (ii) November 2019 Tranche B-13 Term Loan Joinder as an inducement to the Collateral Agent and the Tranche B-13 Loan Lenders to enter into the November 2019 Tranche B-13 Term Loan Joinder.

F. By the execution, delivery and recording of this Amendment, the Company, Grantor, Beneficiary and the First Lien Secured Parties desire to (i) give notice of the October 2019 Tranche B-12 Term Loan Joinder and the November 2019 Tranche B-13 Term Loan Joinder, (ii) give notice that the Deed of Trust secures not only the First Lien Obligations secured by the Existing Deed of Trust but also the Additional First Lien Obligations evidenced by the Tranche B-12 Term Loans and Tranche B-13 Term Loans as of the Effective Date and (iii) confirm that the Deed of Trust remains in full force and effect and secures the foregoing.

NOW, THEREFORE, Grantor and Beneficiary agree and give notice as follows:

Section 1. Amendment. The Existing Deed of Trust is hereby amended as follows:

(a) Defined Terms.

(i) Each capitalized term used but not otherwise defined herein shall have the meaning originally assigned to such term in the Existing Deed of Trust.

(ii) Each reference in the Existing Deed of Trust to (i) "First Lien Obligations" shall, in addition to the First Lien Obligations heretofore secured under the Existing Deed of Trust, be deemed to include the Additional First Lien Obligations consisting of or evidenced by the Tranche B-12 Term Loans and the Tranche B-13 Term Loans, (ii) "First Lien Secured Parties" shall, in addition to the First Lien Secured Parties under the Existing Deed of Trust, be deemed to include the Tranche B-12 Loan Lenders and the Tranche B-13 Loan Lenders; and (iii) "Additional First Lien Agreement" shall be deemed to include the October 2019 Tranche B-12 Term Loan Joinder and the November 2019 Tranche B-13 Term Loan Joinder.

Section 2. Taxes. Grantor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Amendment, if any, including all taxes, penalties, and interest for the foregoing.

Section 3. Confirmation, Restatement, Further Granting and Ratification. Grantor hereby confirms, ratifies, restates and reaffirms (i) the grant, bargain and conveyance of the Trust Property to Trustee for the benefit of Beneficiary in accordance with the terms of the Existing Deed of Trust, and (ii) those representations, warranties, covenants and agreements of Grantor set forth in the Existing Deed of Trust as if the same were made as of the Effective Date. Nothing contained in this Amendment shall be construed as (a) a novation of the First Lien Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to Trustee of the Trust Property. As modified by this Amendment, the Existing Deed of Trust shall continue in full force and effect and shall continue to be a valid and subsisting lien against the Trust Property. This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Existing Deed of Trust. Further, nothing in this Amendment is intended to waive any rights or remedies of Trustee or Beneficiary under the Deed of Trust, or any defaults of Grantor under the Deed of Trust. As acknowledged by its signature below, Beneficiary agrees to the terms, covenants, provisions and agreements of this Amendment.

Section 4. No Change in Deed of Trust Priority.

(a) Changes to First Lien Obligations; Effect of Change(s). No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Deed of Trust as against the liens of Junior Lien Claimants (as hereinafter defined), and the Deed of Trust shall continue to secure the First Lien Obligations, with the same priority of lien as the Existing Deed of Trust regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Deed of Trust) or the interest rate of the First Lien Obligations or otherwise adversely affects Junior Lien Claimants, or (c) Grantor executes or delivers new or additional note(s) to evidence or confirm such Change.

(b) *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the First Lien Obligations are subject to Change(s) and (ii) the Existing Deed of Trust provided and gave notice that it secured the First Lien Obligations arising both under the Credit Agreement and under any Additional First Lien Agreement (as defined in the Existing Deed of Trust), each as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of any of the Credit Agreement or of any Additional First Lien Agreement or of the First Lien Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Trust Property subject to the Deed of Trust, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 4.

(c) *Interaction with Note Documents and Additional First Lien Agreements.* Nothing in this Section 4 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the First Priority Notes Indentures, the Credit Agreement or any other Additional First Lien Agreement.

(d) *Definitions:*

“Junior Lien Claimant” means any holder of any interest or claim that affects any Trust Property or estate or interest therein, which interest or claim is recorded after the date the Original Deed of Trust was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Deed of Trust.

“Change” means (i) any amendment, modification, extension, renewal, restatement, increase, re-pledge, supplement, or other change, from time to time, to the First Lien Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendment restatements, supplements, or other modifications of the Deed of Trust and (iii) any amendments, restatements, supplements, or other modifications of the Credit Agreement or of any Additional First Lien Agreement, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the First Lien Obligations; (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions or renewals at a different rate of interest; (D) increases in any amount in the principal or interest rate of the First Lien Obligations; and/or (E) modifications or additional amounts advanced with respect to the First Lien Obligations.

Section 5. Miscellaneous.

(a) *Effect of Amendment.* If it is determined that any person or entity except Beneficiary has a lien, encumbrance, or claim of any type with priority over any term of this Amendment that is not a Permitted Exception (as defined in the Existing Deed of Trust), the original terms of the Existing Deed of Trust and existing First Lien Obligations secured thereby shall be severable from this Amendment and separately enforceable from the terms hereof in accordance with their original terms, and Beneficiary shall maintain all legal or equitable priorities that existed before the Effective Date. Any legal or

equitable priorities of Beneficiary over any party that existed before the Effective Date shall remain in effect after the Effective Date.

(b) *Partial Invalidity.* In the event any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each other provision hereof shall be construed as if such invalid, illegal or unenforceable provision had never been included.

(c) *Governing Law.* THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH SECTION 28 OF THE DEED OF TRUST.

(d) *Counterparts.* This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Beneficiary on the day and year first written above, to be effective as of the Effective Date.

BENEFICIARY:

BANK OF AMERICA, N.A.
in its capacity as Collateral Agent,
as Beneficiary

By: Anthea Del Bianco

Name:

Title:

**Anthea Del Bianco
Vice President**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On December 10, 2019 before me, Liliana Claar, Notary Public
(insert name and title of the officer)

personally appeared Anthea Del Bianco
who proved to me on the basis of satisfactory evidence to be the person(s) whose names 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 signatures 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 Liliana Claar (Seal)

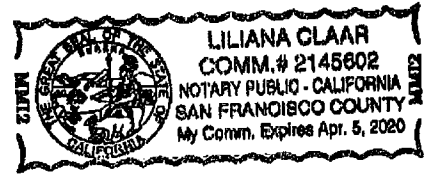


EXHIBIT A**Owned Land****PARCEL 1:**

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

BEGINNING AT A POINT WHICH IS NORTH 00°26' EAST 884.32 FEET ALONG THE SECTION LINE, AND NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17, (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD) AND RUNNING THENCE NORTH 89°34' WEST 1030.00 FEET; THENCE NORTH 00°26' EAST 827.50 FEET; THENCE NORTH 45° EAST 197.31 FEET; THENCE SOUTH 45° EAST 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF A 549.06 FOOT RADIUS CURVE TO THE LEFT 427.08 FEET; THENCE SOUTH 00°26' WEST 33 FEET, MORE OR LESS, TO SOUTH LINE OF 5350 SOUTH STREET; THENCE SOUTH 89°34' EAST 435 FEET, MORE OR LESS; THENCE SOUTH 00°26' WEST 280.97 FEET; THENCE SOUTH 72°24'35" WEST 275.26 FEET; THENCE NORTH 17°35'25" WEST 25.00 FEET; THENCE NORTH 72°24'35" EAST 17.50 FEET; THENCE NORTH 17°35'25" WEST 25.00 FEET; THENCE NORTH 72°24'35" EAST 150.63 FEET; THENCE NORTH 00°26'00" EAST 77.52 FEET; THENCE SOUTH 72°24'35" WEST 23.32 FEET; THENCE NORTH 17°35'25" WEST 28.68 FEET; THENCE NORTH 89°34'00" WEST 67.63 FEET; THENCE SOUTH 00°26'00" WEST 21.37 FEET; THENCE SOUTH 72°24'35" WEST 59.28 FEET; THENCE SOUTH 17°34'00" EAST 3.87 FEET; THENCE SOUTH 72°24'33" WEST 154.58 FEET; THENCE SOUTH 17°35'25" EAST 117.57 FEET; THENCE NORTH 27°24'35" EAST 23.80 FEET; THENCE NORTH 72°24'35" EAST 66.67 FEET; THENCE SOUTH 17°35'25" EAST 27.53 FEET; THENCE SOUTH 62°35'25" EAST 28.28 FEET; THENCE SOUTH 17°35'25" EAST 73.92 FEET; THENCE NORTH 72°24'35" WEST 268.99 FEET TO THE WEST LINE OF A COUNTY ROAD; THENCE SOUTH 00°26' WEST 347.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 33 FEET IN 5350 SOUTH STREET.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN SUBSTITUTION OF TRUSTEE REQUEST FOR PARTIAL RECONVEYANCE AND DEED OF PARTIAL RECONVEYANCE RECORDED APRIL 25, 2019 AS ENTRY NO. 2976433, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

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

PARCEL 2:

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

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

PARCEL 2A:

Access Drive and Parking Lot for Medical Office Building as follows:

A part of the Southeast quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue which is North 00°26' East 584.29 feet along the East line of said Section 17 and North 89°34' West 66.00 feet from the Southeast corner of said Section 17 and running thence North 88°48'35" West 133.25 feet; thence Southwesterly along the arc of a 289.61 foot radius curve to the left 94.24 feet (long chord bears South 81°52'07" West 93.82 feet); thence South 72°32'49" West 269.88 feet; thence Northwesterly along the arc of a 70.00 foot radius curve to the right 109.82 feet (long chord bears North 62°30'35" West 98.90 feet); thence North 17°34' West 25.18 feet; thence North 89°35' West 244.30 feet; thence North 00°25' East 65.00 feet; thence South 89°36'14" East 30.00 feet; thence North 00°21'46" East 134.99 feet; thence South 89°35' East 153.63 feet; thence North 00°25' East 37.68 feet; thence North 72°26' East 66.28 feet; thence South 17°34' East 148.37 feet; thence South 72°26' West 23.66 feet; thence South 17°34' East 113.26 feet; thence South 72°26' West 28.17 feet; thence South 17°34' East 8.39 feet; thence Southeasterly along the arc of a 40.00 foot radius curve to the left 62.75 feet (long chord bears South 62°30'35" East 56.51 feet); thence North 72°32'49" East 269.88 feet; thence Northeasterly along the arc of a 319.61 foot radius curve to the right 104.00 feet (long chord bears North 81°52'07" East 103.54 feet); thence South 88°48'35" East 132.85 feet to the West line of Adams Avenue; thence South 00°26' West 30.00 feet along said West line to the point of beginning.

PARCEL 3:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 00°26' EAST 620.00 FEET ALONG THE SECTION LINE, NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD) AND RUNNING THENCE NORTH 89°34' WEST 1030.00 FEET; THENCE NORTH 00°26' EAST 264.32 FEET; THENCE SOUTH 89°34' EAST 1030.00 FEET TO THE WEST LINE OF COUNTY ROAD; THENCE SOUTH 00°26' WEST 264.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE FOLLOWING:

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

BEGINNING AT A POINT ON THE SOUTHERLY WALL OF WING NO. 5 OF ST. BENEDICT'S HOSPITAL, 0.8 FEET SOUTH 72°26'00" WEST FROM THE MOST EASTERLY POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL, AND SAID POINT BEING 697.24 FEET NORTH 00°26'00" EAST ALONG THE SECTION LINE AND 506.08 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 17°34'00" EAST 125.67 FEET; THENCE SOUTH 72°26'00" WEST 95.33 FEET; THENCE NORTH 17°34'00" WEST 72.67 FEET; THENCE SOUTH 72°26'00" WEST 21.33 FEET; THENCE NORTH 17°34'00" WEST 60.00 FEET; THENCE NORTH 72°26'00" EAST 32.79 FEET, MORE OR LESS, TO THE WESTERLY WALL OF SAID WEST WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE SOUTH 17°04'00" EAST 7.00 FEET ALONG SAID WALL TO THE SOUTHERN MOST POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE NORTH 72°26'00" EAST 83.87 FEET ALONG THE SOUTHERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL TO THE POINT OF BEGINNING.

PARCEL 4:

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

BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 00°26' EAST ALONG THE SECTION LINE AND 397.10 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 89°34' WEST 203.09 FEET; THENCE SOUTH 00°26' WEST 624.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SECTION; THENCE EAST 205.68 FEET, MORE OR LESS, ALONG THE SECTION LINE TO A POINT WEST 394.50 FEET FROM SAID SOUTHEAST CORNER; THENCE NORTH 00°28' EAST 31.93 FEET, MORE OR LESS; THENCE SOUTH 89°44'56" EAST 1.8 FEET; THENCE NORTH 00°26' EAST 200.00 FEET; THENCE NORTH 00°12'42" WEST 391.06 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION WITHIN THE FOLLOWING:

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

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

PARCEL 5:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 00°26' EAST ALONG THE SECTION LINE AND 66.00 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH 89°34' WEST 331.10 FEET; THENCE SOUTH 00°12'42" EAST 391.06 FEET; THENCE SOUTH 89°44'56" EAST 326.70 FEET TO THE WEST LINE OF ADAMS AVENUE; THENCE NORTH 00°26' EAST 390.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 6:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1265.67 FEET NORTH 00°26'00" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND 354.61 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 72°24'35" WEST 5.00 FEET; THENCE SOUTH 17°35'25" EAST 23.39 FEET; THENCE NORTH 72°24'35" EAST 35.00 FEET; THENCE NORTH 17°35'25" WEST 25.00 FEET; THENCE NORTH 72°24'35" EAST 150.63 FEET; THENCE NORTH 00°26'00" EAST 77.52 FEET; THENCE SOUTH 72°24'35" WEST 23.32 FEET; THENCE NORTH 17°35'25" WEST 28.68 FEET; THENCE NORTH 89°34'00" WEST 67.63 FEET; THENCE SOUTH 00°26'00" WEST 21.37 FEET; THENCE SOUTH 72°24'35" WEST 59.28 FEET; THENCE SOUTH 17°34'00" EAST 3.87 FEET; THENCE SOUTH 72°24'35" WEST 51.08 FEET TO A POINT NORTH 17°35'25" WEST FROM THE NORTHEAST CORNER OF THE EXISTING MRI BUILDING; THENCE SOUTH 17°35'25" EAST 100.75 FEET, MORE OR LESS, ALONG THE EASTERLY WALL OF SAID MRI BUILDING TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1, 3 AND 5, THAT PORTION OF SUBJECT PROPERTY CONVEYED TO THE CITY OF WASHINGTON TERRACE BY THAT CERTAIN WARRANTY DEED RECORDED MAY 2, 2014 AS ENTRY NO. 2684927 OF OFFICIAL WEBER COUNTY, UTAH RECORDS, DESCRIBED AS FOLLOWS:

Two parcels of land in fee for the widening of an existing City Street, Adams Avenue Parkway, known as Project No.F-LC57(24), being part of an entire tract situate in the East half of the Southeast quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah. The boundaries of said parcels of land are described

as follows:

Parcel 1

Beginning on the existing West right of way line of Adams Avenue Parkway at its intersection with the South boundary line of said entire tract at a point 36.50 feet perpendicularly distant Westerly from the control line for said project opposite Engineer Station 16+43.72, said point also being 230.00 feet North 00°53'08" East along the East line of said Section 17 and 66.00 feet North 89°06'52" West from the Southeast corner of said Section 17 and running thence North 00°53'08" East 1001.87 feet along said West right of way line to a point 36.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 26+45.59; thence South 72°51'43" West 7.36 feet; thence South 00°53'08" West 72.76 feet to a point 43.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 25+70.55; thence South 11°06'17" West 33.82 feet to a point 49.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 25+37.27; thence South 00°53'08" West 102.33 feet to a point 49.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 24+34.93; thence South 15°48'49" East 20.88 feet to a point 43.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 24+14.93; thence South 00°53'08" West 771.24 feet to the South boundary line of said entire tract; thence South 89°17'48" East 7.00 feet along said South boundary line to the point of beginning as shown on the official plans for said project in the office of the City of Washington Terrace, Utah.

Note: All bearings in the above description have been rotated 00°27'08" clockwise from the deed to conform with Weber County and the Utah State Plane Coordinate System NAD83, North Zone.

Parcel 2

Beginning on the existing West right of way line of Adams Avenue Parkway at a point 36.50 feet perpendicularly distant Westerly from the control line for said project opposite Engineer Station 27+24.08, said point also being 1310.36 feet North 00°53'08" East along the East line of said Section 17 and 66.00 feet North 89°06'52" West from the Southeast corner of said Section 17 and running thence North 00°53'08" East 280.97 feet to a point 36.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 30+05.05 said point being the North boundary line of said entire tract; thence North 89°06'52" West 20.54 feet along said North boundary line to a point 57.04 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 30+05.05; thence South 44°06'52" East 19.14 feet to a point 43.50 feet perpendicularly distant Westerly from the control line of said project at approximate Engineer Station 29+91.51; thence South 00°53'08" West 269.71 feet; thence North 72°51'43" East 7.36 feet to the point of beginning as shown on the official plans for said project in the office of the City of Washington Terrace, Utah.

Note: All bearings in the above description have been rotated 00°27'08" clockwise from the deed to conform with Weber County and the Utah State Plane Coordinate System NAD83, North Zone.

Tax Id No.: 07-053-0070, 07-053-0059, 07-053-0069, 07-053-0036, 07-053-0071 and 07-053-0054

[End of Exhibit A]