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Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 19 P.

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE  
COMPANY AND**

**WHEN RECORDED RETURN TO :**  
Baker, Donelson, Bearman, Caldwell &  
Berkowitz, PC  
Suite 1600 Wachovia Tower  
420 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203  
Attention: Lynn Reynolds, Esq.

(THIS SPACE FOR RECORDER'S USE ONLY)

FATIC 339614P-2

**RESERVED ESTATE AGREEMENT**

THIS RESERVED ESTATE AGREEMENT (this "Agreement") is entered into effective as of February 22, 2010, by and between B.C.V.V., INC., a Utah non-profit corporation d/b/a Rocky Mountain Care—West Valley ("BCVV") and MPT OF WEST VALLEY CITY, LLC ("MPT") a Delaware limited liability company.

**RECITALS**

A. BCVV and MPT entered into that certain Agreement for the Purchase, Sale and Exchange of Real Property dated as of November 20, 2008 (the "Original Agreement"), as amended by (i) that certain Amendment to Agreement for the Purchase, Sale and Exchange of Real Property dated as of December 16, 2008 (the "1<sup>st</sup> Amendment"), (ii) that certain Second Amendment to Agreement for the Purchase, Sale and Exchange of Real Property dated as of February 27, 2009 (the "2<sup>nd</sup> Amendment"), (iii) that certain Third Amendment to Agreement for the Purchase, Sale and Exchange of Real Property dated as of March 20, 2009 (the "3<sup>rd</sup> Amendment"), and (iv) that certain Fourth Amendment to Agreement for the Purchase, Sale and Exchange of Real Property dated as of April 24, 2009 (the "4<sup>th</sup> Amendment") (the Original Agreement, as amended by the 1<sup>st</sup> Amendment, 2<sup>nd</sup> Amendment, 3<sup>rd</sup> Amendment and the 4<sup>th</sup> Amendment are collectively referred to as the "PSE Agreement").

B. Simultaneously herewith, as required by the PSE Agreement, (i) in exchange for the Property (as hereinafter defined), MPT has transferred to BCVV certain real property on which BCVV will construct (or use good faith efforts to cause RMC Property Holdings, L.L.C., a Utah limited liability company ("RMC") to construct) a new skilled nursing facility (the "New SNF"), and (ii) BCVV has, by a Special Warranty Deed recorded simultaneously herewith (the "Deed") transferred to MPT that certain real property more particularly described on Exhibit A attached hereto and made a part hereof by reference and incorporation (the "Property"), subject

to a reservation of an estate in favor of BCVV for a specific term (the "Reserved Estate") to allow BCVV to continue in possession and occupancy of the Property in order to operate the skilled nursing facility ("SNF") currently located on the Property until the completion of the New SNF and the movement of BCVV's operations of the SNF to the New SNF facility, with such period not to exceed a period of two (2) years from the date hereof (the "Term").

C. BCVV and MPT desire to enter into this Agreement to, among other things, set forth their agreements and understandings relating to the Reserved Estate and the Property, and in order to provide record notice to all third parties of the agreements, understandings, obligations, prohibitions and rights of MPT and BCVV with regard to the Property and the Reserved Estate.

NOW, THEREFORE, in consideration of the premises, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BCVV and MPT hereby agree as follows:

1. **Defined Terms.** In addition to terms defined elsewhere in this Agreement, the terms defined in this Section 1 have the meanings assigned to them in this Section and include the plural as well as the singular.

(a) "2-Year Period" has the meaning as set forth in Section 2(a).

(b) "Affiliate," when used with respect to any corporation, limited liability company or partnership, shall mean any person, corporation, limited liability company, partnership or other legal entity, which, directly or indirectly, controls or is controlled by or is under common control with such corporation, limited liability company, or partnership. For the purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, corporation, limited liability company, partnership or other legal entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, corporation, limited liability company, partnership or other legal entity, through the ownership of voting securities, partnership interests or other equity interests.

(c) "Bankruptcy Action" means at any time that BCVV admits in writing its inability to pay its debts as they become due; or (ii) BCVV files a petition in bankruptcy as a petition to take advantage of any insolvency act; or (iii) BCVV is declared insolvent according to any law; or (iv) BCVV makes any general assignment for the benefit of its creditors; or (v) if the estate or interest of BCVV in the Property or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within five (5) days after commencement thereof or ten (10) days after receipt by BCVV of written notice thereof from MPT (unless BCVV shall be contesting such lien or attachment in good faith and as set forth herein); or (vi) any petition shall be filed against BCVV to declare BCVV bankrupt, to take advantage of any insolvency act, or to delay, reduce or modify BCVV's capital structure and the same shall not be removed or vacated within ten (10) days from the date of its creation, service or attachment; or (vii) BCVV shall, after a petition in bankruptcy is filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order or decree, with or without the consent of BCVV, as the case may be, appointing a trustee, examiner or receiver of

BCVV or the whole or substantially all of its property, or approving a petition filed against BCVV seeking reorganization or arrangement of BCVV under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof, or (viii) BCVV shall be liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all of its assets.

(d) "Claim" has the meaning as set forth in Section 3(a).

(e) "Damages" has the meaning as set forth in Section 3(a).

(f) "Environmental Law" means each federal, state, local and foreign law and regulation relating to pollution, protection or preservation of human health or the environment including ambient air, surface water, ground water, land surface or subsurface strata, and natural resources, and including each law and regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacturing, processing, distribution, use, treatment, generation, storage, containment (whether above ground or underground), disposal, transport or handling of Hazardous Materials, or the preservation of the environment or mitigation of adverse effects thereon and each law and regulation with regard to record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, in each case as amended from time to time and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, or decrees now or hereafter promulgated thereunder.

(g) "Governmental Entity" or "Governmental Entities" means any national, federal, regional, state, provincial, municipal, foreign or multinational court or other governmental or regulatory authority, administrative body or government, department, board, body, tribunal, instrumentality or commission of competent jurisdiction.

(h) "Hazardous Materials" means any substance deemed hazardous under any Environmental Law, including without limitation, asbestos or any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, infectious wastes, biomedical and medical wastes, chemicals known to cause cancer or reproductive toxicity, lead and lead-based paints, radon, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under any Environmental Law.

(i) "Healthcare Laws" mean all rules and regulations under the False Claims Act (31 U.S.C. Section 3729 *et seq.*), the Anti-Kickback Act of 1986 (41 U.S.C. Section 51 *et seq.*), the Federal Health Care Programs Anti-Kickback statute (42 U.S.C. Section 1320a-7b(b)), the Ethics in Patient Referrals Act of 1989, as amended (Stark Law) (42 U.S.C. 1395nn), the Civil Monetary Penalties Law (42 U.S.C. Section 1320a-7a), or the Truth in Negotiations (10

U.S.C. Section 2304 *et seq.*), Health Care Fraud (18 U.S.C. 1347), Wire Fraud (18 U.S.C. 1343), Theft or Embezzlement (18 U.S.C. 669), False Statements (42 U.S.C. 1320a-7b(a); 18 U.S.C. 1001), False Statements Relating to Health Care Matters (19 U.S.C. 1035), and Patient Inducement Statute, and equivalent state statutes and any and all rules or regulations promulgated by governmental entities with respect to any of the foregoing.

(j) “Impositions” means, collectively, all civil monetary penalties, fines and overpayments imposed by state and federal regulatory authorities, all real estate taxes and assessments (including special assessments), all Utah franchise and other taxes imposed on limited partnerships, limited liability companies and other “pass through” entities, including any such taxes imposed on MPT or MPT’s Affiliates, sales and use taxes, all single business, gross receipts, transaction privilege, rent or similar taxes and assessments (including, without limitation, all assessments, charges and costs imposed under the Permitted Exceptions (including, without limitation, all penalties, fines, damages, costs and expenses for any violation of or a default under any of the Permitted Exceptions)), all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term), ground rents, water, sewer or other rents and charges, excises, tax levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Property (including all interest and penalties thereon due to any failure in payment by BCVV), and all other fees, costs and expenses which at any time prior to, during or in respect of the Term may be charged, assessed or imposed on or in respect of or be a lien upon (a) MPT or MPT’s interest in the Property, (b) the Property or any part thereof or any rent therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, sales from, or activity conducted on, or in connection with, the Property or the leasing or use of the Property or any part thereof. Notwithstanding any provision hereof to the contrary, nothing contained in this Agreement shall be construed to require BCVV to pay (1) any tax based on net income (whether denominated as a financial institutions or other tax) imposed on MPT, or (2) any transfer tax of MPT, or (3) any tax imposed with respect to the sale, exchange or other disposition by MPT of any portion of the Property or the proceeds thereof, or (4) except as expressly provided elsewhere in this Agreement, any principal or interest on any encumbrance on the Property, except to the extent that any tax, assessment, tax levy or charge which BCVV is obligated to pay pursuant to the first sentence of this definition and which is in effect at any time during the Term is totally or partially repealed, and a tax, assessment, tax levy or charge set forth in clause (1) or (2) is levied, assessed or imposed expressly in lieu thereof in which case the substitute tax, assessment, tax levy or charge shall be deemed to be an Imposition.

(k) “Indemnitor” means BCVV.

(l) “Indemnified Parties” has the meaning as set forth in Section 3(a).

(m) “Indemnitor Related Parties” means any Affiliate of Indemnitor and their respective officers, directors, members, (general and limited) partners, managers, shareholders, employees, agents and representatives, and all contractors, sub-contractors, architects, engineers, surveyors, all agents, employees and representatives of all contractors, sub-contractors,

architects, engineers and surveyors, and all patients, invitees, guests and all other third parties permitted to enter upon or occupy any part of the Property.

(n) "Permitted Exceptions" mean the matters set forth on Exhibit B attached hereto and made a part hereof by reference and incorporation.

(o) "Relocation" has the meaning as set forth in Section 2(a).

(p) "Remedial Work" has the meaning as set forth in Section 4(a).

(q) "RMC" has the meaning as set forth in Paragraph B of the recitals to this Agreement.

(r) "Term" has the meaning as set forth in Section 2(a).

## 2. Reserved Estate.

(a) So long as no default by BCVV hereunder has occurred and is not cured within the time period set forth herein, if any, BCVV shall have the right to remain in possession and occupancy of the Property but only for the uses as expressly provided in Section 2(b) below until the earlier to occur of (hereinafter the "Term"): (i) such time as the New SNF has been constructed and all or substantially all of BCVV's skilled nursing operations have been moved to the New SNF (the "Relocation"), or (ii) the date of delivery of a written notice from BCVV or RMC to MPT indicating that BCVV or RMC will not complete the construction of or the Relocation to the New SNF, or (iii) two (2) years from the date of this Agreement (the "2-Year Period") has elapsed, or (iv) the date on which any Bankruptcy Action occurs, or (v) the date on which BCVV abandons or vacates the Property, or (vi) the date on which BCVV loses its license to operate a skilled nursing facility on the Property. Except as expressly set forth in Section 6, upon the Relocation or the expiration of the Term, (i) all of BCVV's rights to remain on and use the Property will immediately and automatically terminate in every respect, (ii) BCVV must immediately cease doing business on the Property and vacate the Property in every respect, and (iii) the Reserved Estate as set forth herein and in the Deed shall automatically, without the execution or recordation of any other or further instrument, be and become null and void and of no further force and effect. BCVV covenants and agrees, at BCVV's cost and expense, as a matter of further assurance to MPT, to cooperate in the execution of all documents which will assist in the effectuation of the clearing of title and release of the Reserved Estate upon the expiration or termination of the Term.

(b) BCVV shall use the Property only for the purpose of continuing the operation of the SNF and all ancillary and/or related activities and purposes as presently constituted and being conducted on the Property and in accordance with all laws of all Governmental Entities, including, without limitation, all Healthcare Laws and Environmental Laws, and for no other purpose. BCVV shall exercise due care in the use of the Property, will not allow or commit any waste in, on or under the Property, and will keep the Property free of snow, ice and debris. BCVV agrees to deliver prompt notice to MPT of any damage to the Property and of any need for repair or maintenance of the Property; however, MPT shall have no responsibility whatsoever to repair or maintain any part of the Property.

(c) BCVV shall not directly or indirectly create or allow to remain and shall promptly discharge at its expense all mortgages, liens, encumbrances, security interests, attachments, title retention agreements and claims upon the Property and all attachments, levies, claims and encumbrances of any kind or nature.

(d) BCVV shall not (i) lease or sublease any portion of the Property or grant any licenses of any kind relating to the Property, (ii) assign any rights or interests in the Property, (iii) mortgage any of its rights or interest in the Property, including, without limitation, any rights relating to the Reserved Estate, or (iv) enter into any other agreements regarding the Property or the operations in the Property that do not terminate, or that cannot be terminated on or prior to the end of the Term.

(e) During the Term, BCVV shall pay for, maintain and continue in full force and effect liability and casualty insurance with, respectively, additional insured and loss payee provisions in favor of MPT, all in amounts acceptable to MPT and in form and substance and with insurers satisfactory to MPT. BCVV shall deliver to MPT certified copies of the policies of insurance and such other evidence of insurance as may be required by MPT.

(f) During the Term, BCVV shall pay and be responsible for Impositions and all other costs and expenses of every kind and nature relating to the Property, including, without limitation, the use and occupancy of and the operations on the Property and shall provide MPT with copies of receipts (or other documentation required by MPT) for same.

(g) BCVV acknowledges that certain improvements located on the Property encroach upon and into property owned by or conveyed to BCVV simultaneously herewith (the "Encroachment.")

### **3. Indemnification.**

(a) BCVV agrees to indemnify, defend and hold harmless MPT and its Affiliates and their respective officers, directors, members (general and limited) partners, managers, shareholders, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all demands, claims, suits, actions (including all demands, claims and actions for "Remedial Work," as that term is defined below), proceedings (judicial or administrative), losses, damages, injuries, liabilities, penalties, taxes, costs and expenses (including, without limitation, attorneys' and accountants' fees and expenses, expert fees and expenses, settlement costs, arbitration costs and all other costs and expenses for investigating or defending any action or threatened action) asserted against or incurred by the Indemnified Parties, related to or arising out of, or in connection with or resulting from (i) the possession, use and occupancy and other dealings with or of the Property by Indemnitor and the Indemnitor Related Parties, (ii) any breach under this Agreement, (iii) the payment of all Impositions and the costs and expenses relating to the Property and the operation of Indemnitor's business thereon, (iv) any liability under and all violations of Environmental Laws and Healthcare Laws arising out of the possession, use and occupancy of and the operation of business in the Property by Indemnitor and the Indemnitor Related Parties, (v) any liens and encumbrances on the Property, (vi) all bankruptcy matters, (viii) the possession, use, construction on and occupancy and other

dealings with or of the New SNF and the property on which the New SNF will be located, (ix) the Encroachment, and (x) any claims to any right, title or interest of any occupant or patient on or in the Property claiming an interest in or any right to the Property superior to MPT (each of the foregoing being a "Claim") (collectively, the "Damages").

(b) In the event any of the Indemnified Parties has a claim for Damages resulting from the assertion of a Claim, the Indemnified Parties will give Indemnitor notice of any such Claim, and Indemnitor shall undertake the defense thereof by counsel of its own choosing reasonably acceptable to MPT. Indemnitor shall not settle any such third-party claim without the consent of the Indemnified Parties, which consent shall not be unreasonably withheld. Each of the Indemnified Parties may, by counsel, participate in such proceedings, negotiations or defense, at Indemnitor's expense. Each of the Indemnified Parties shall furnish to Indemnitor in reasonable detail such information as such Indemnified Party may have with respect to such claim, including all records and materials that are reasonably required in the defense of such third-party claim. In the event that Indemnitor does not diligently defend the third-party claim, the Indemnified Parties will have the right to undertake the defense, compromise or settlement of such claim, at Indemnitor's expense, and Indemnitor may elect to participate in such proceedings, negotiations or defense at any time at its own expense and Indemnitor shall cooperate in any such defense undertaken by the Indemnified Parties. The Indemnified Parties shall not settle any such third-party claim without the consent of Indemnitor, which consent shall not be unreasonably withheld.

(c) If for any reason, any Claim (including, without limitation, any claim, action, notice, administrative proceeding, informal proceedings or other demand) is made by any governmental agency or other third party which implicates Damages that require "Remedial Work" (as defined below), Indemnitor shall cooperate with each of the Indemnified Parties in any defense or other appropriate response to any such claim or other demand. Indemnitor's duty to cooperate and right to participate in the defense or response to any such claim or demand shall not be deemed to limit or otherwise modify Indemnitor's obligations under this Agreement. The Indemnified Parties shall give notice to Indemnitor of any claim or demand governed by this Section 3 at the time such claim or other demand first becomes known to the Indemnified Parties.

#### **4. Remedial Work.**

(a) In the event that any investigation or monitoring of site conditions or any clean-up, containment, restoration, repair, removal or other remedial work is required by reason of any matter or concern related to the Property caused directly or indirectly by Indemnitor or Indemnitor Related Parties or arising out of the entrance upon, possession, use or occupancy of or operations at the Property by the Indemnitor or Indemnitor Related Parties (the "Remedial Work") BCVV shall perform or cause to be performed the Remedial Work, regardless of whether the Remedial Work arises or is required (a) by or under any applicable federal, state or local law or regulation (including any Environmental Laws and any Healthcare Laws), or (b) by any judicial, arbitral or administrative order, or (c) in order to comply with any agreements or reports affecting the Property, including, without limitation, the Phase I Report issued by Y2 Geotechnical, P.C. dated November 10, 2008, the Asbestos Report issued by Health and Safety Services dated April 1, 2008, and all other agreements set forth in the PSE Agreement, or (d) in

the sole but reasonable judgment and discretion of each of the Indemnified Parties, any other matter or concern, or (e) to maintain the Property in a standard of environmental condition which prevents the release of any Hazardous Materials to adjacent property and otherwise is consistent with the prudent operation of property of the character of the Property, or (f) as a result of the existence of Hazardous Materials on the Property which directly or indirectly result in the Property becoming contaminated with Hazardous Materials; provided, however, Indemnitor may withhold commencement of such Remedial Work pending resolution of any good faith contest regarding the application, interpretation or validity of any law, regulation, order or agreement, subject to the requirements of Section 5 below.

(b) All Remedial Work shall be conducted in a manner acceptable to each of the Indemnified Parties in the exercise of their reasonable judgment and discretion and (i) in a diligent and timely fashion by a licensed environmental engineer of the choosing of each Indemnified Party, (ii) pursuant to a detailed written plan for the Remedial Work approved by any Governmental Entity with a legal or contractual right to such approval, (iii) with such insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, naming all of the Indemnified Parties as additional insureds and loss payees, and (iv) only following receipt of all required permits, licenses or approvals. In addition, Indemnitor shall submit to each of the Indemnified Parties promptly upon receipt or preparation, copies of any and all reports, studies, analyses, correspondence, governmental comments or approvals, proposed removal or other Remedial Work contracts and similar information prepared or received by Indemnitor in connection with any Remedial Work or Hazardous Materials relating to the Property.

(c) All costs and expenses of such Remedial Work shall be paid by Indemnitor, including, without limitation, the charges of the Remedial Work performed by the contractors and the consulting environmental engineer, any taxes or penalties assessed in connection with the Remedial Work and the reasonable fees and costs incurred by each of the Indemnified Parties in connection with monitoring or review of such Remedial Work. In the event Indemnitor should fail to commence or cause to be commenced such Remedial Work, in a timely fashion, or fail diligently to prosecute to completion, such Remedial Work, any of the Indemnified Parties (following ten (10) days written notice to Indemnitor) may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith shall be Damages within the meaning of Section 3 above. All such Damages shall be due and payable by Indemnitor within fifteen (15) days after demand.

**5. Permitted Contests.** Notwithstanding any provision of this Agreement to the contrary, Indemnitor may contest by appropriate action any Remedial Work requirement imposed by any Governmental Entity, and the Indemnified Parties shall have no right to perform such required Remedial Work on Indemnitor's behalf during the pendency of such contest, provided that (a) BCVV has given ten (10) days' prior written notice to each of the Indemnified Parties that Indemnitor is contesting or shall contest and Indemnitor does in fact contest the application, interpretation or validity of the law, regulation, order or agreement pertaining to the Remedial Work by appropriate legal or administrative proceedings conducted in good faith and with due diligence and dispatch, (b) such contest shall not subject any of the Indemnified Parties, or any of their Affiliates or any assignee of all or any portion of the Indemnified Parties' interest in the Property to civil or criminal liability and does not jeopardize any such party's interest in



the Property, and (c) BCVV shall give such security or assurances as may be reasonably required by the Indemnified Parties to ensure ultimate compliance with all legal or contractual requirements pertaining to the Remedial Work (and payment of all costs, expenses, interest and penalties in connection therewith) and to prevent any sale, forfeiture or loss by reason of nonpayment or noncompliance.

**6. Notices, Reports, Claims, Default and Cure Rights.**

(a) BCVV shall deliver to each of the Indemnified Parties copies of any reports, analyses, correspondence, notices, licenses, approvals, orders or other written materials relating to the Remedial Work and the environmental and physical condition of the Property (collectively the "Reports") promptly upon receipt, completion or delivery thereof. BCVV shall give notice to each of the Indemnified Parties of any claim, action, administrative proceeding (including, without limitation, informal proceedings) or other demand by any governmental agency or other third party involving Damages or Remedial Work at the time such claim or other demand first becomes known to BCVV. Receipt of any such notice shall not be deemed to create any obligation on any of the Indemnified Parties to defend or otherwise respond to any claim or demand. All notices, approvals, consents, requests and demands upon the respective parties hereto shall be in writing and shall be deemed to have been given or made when delivered if sent by delivery service, or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

To MPT:	MPT of West Valley City, LLC c/o MPT Operating Partnership, L.P. 1000 Urban Center Drive Birmingham, Alabama 35242 Attention: Michael G. Stewart, Esq.
To Indemnified Parties (Except for MPT):	c/o Medical Properties Trust, Inc. 1000 Urban Center Drive Birmingham, Alabama 35242 Attention: Michael G. Stewart, Esq.
with a copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. 420 20th Street North 1600 Wachovia Tower Birmingham, Alabama 35203 Attention: Lynn Reynolds, Esq.
To BCVV and To Indemnitor:	B.C.V.V., Inc. 5242 South College Drive, Suite 205 Murray, Utah 84123 Attention: Dee Bangerter Facsimile: (801) 397-4090

with copies to:

Ray Quinney & Nebeker P.C.  
36 South State Street  
Suite 1400  
Salt Lake City, Utah 84111  
Attention: Douglas Matsumori, Esq.

or to such other address as may be furnished in writing for such purposes, with a copy to one additional person each as each Indemnified Party or Indemnitor shall specify in writing.

(b) MPT agrees that, except for a breach or default which would result in BCVV remaining in possession and occupancy of the Property beyond the 2-Year Period, in the event that it wishes to assert any breach or default by BCVV hereunder, it shall first give written notice (the "MPT Notice") to BCVV of the specific breach or default being asserted and BCVV shall have a period of ten (10) calendar days from the date of such notice to cure, remedy or otherwise act to bring itself into compliance with the relevant terms of this Agreement. In the event that the cure or remedy required hereunder would take, by its nature, longer than ten (10) calendar days to effectuate, so long as BCVV commences the work to cause such remedy or cure to be accomplished within the aforesaid ten (10) calendar day period and diligently and in good faith prosecutes the same to completion, the cure and remedy right hereunder shall continue in effect; provided, however, such cure and remedy right shall not extend beyond thirty (30) days from the MPT Notice. As to any breach or default that gives rise or could give rise to an immediate threat of damage to persons or to property or property rights of the Indemnified Parties, BCVV must commence such remedy or cure promptly and immediately so as to avoid such imminent danger to persons or to property or property rights of the Indemnified Parties and in the event of a failure to immediately cure or remedy such breach or default, the Term shall immediately terminate without notice.

(c) Notwithstanding anything contained herein to the contrary, in the event BCVV defaults under or breaches any of the terms, provisions and conditions of this Agreement and such default or breach is not cured within the time periods as provided in Section 6(b) above, (i) all of BCVV's rights to remain on and use the Property will immediately and automatically terminate in every respect, (ii) BCVV must (except as provided in subclause (iv) below), immediately cease doing business on the Property and vacate the Property in every respect, (iii) the Reserved Estate as set forth herein and in the Deed shall automatically, without the execution or recordation of any other or further instrument, be and become null and void and of no further force and effect; provided, however, if BCVV is acting in good faith and with all due diligence to complete the construction of the New SNF and the Relocation prior to the end of the 2-Year Period, BCVV may remain in possession and occupancy of the Property but only as a month-to-month triple-net tenant pursuant to the terms, provisions and conditions of the Lease and BCVV will not remain in occupancy or possession of the Property under any other right of or interest, including, without limitation, a reserved estate in the Property. Notwithstanding anything contained herein, BCVV shall have no right to remain in occupancy, possession or use the Property in any manner or respect whatsoever upon the occurrence of any of the events identified in Section 2(a), items (iv), (v) and (vi), which events BCVV acknowledges, understands and agrees shall constitute a complete default hereunder and the Reserved Estate granted herein and in the Deed shall be automatically terminated completely and be of no further force and effect.

7. **Subrogation of Indemnity Rights.** If BCVV fails to fully perform its obligations hereunder, each of the Indemnified Parties shall be subrogated to any rights or claims Indemnitor may have against any present, future or former lessors, tenants or other occupants or users of the Property, any portion thereof, or any adjacent or proximate properties, relating to the recovery of Damages or the performance of Remedial Work.

8. **Assignment.** BCVV shall not assign its rights and obligations hereunder or delete its responsibilities hereunder. MPT has the right to assign all or any part of its rights and interests under this Agreement at any time.

9. **Merger, Consolidation or Sale of Assets.** In the event BCVV is dissolved, liquidated or terminated or all or substantially all the assets of BCVV are sold or otherwise transferred to one or more persons or other entities, the surviving entity or transferee or assets, as the case may be, shall deliver to MPT an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of BCVV under this Agreement.

10. **Default Interest.** In addition to all other rights and remedies of MPT and the Indemnified Parties against BCVV as provided herein, or under applicable law, BCVV shall pay to MPT and to each Indemnified Parties, immediately upon demand therefor, Default Interest (as defined below) on any Damages and other payments required to be paid by BCVV to MPT and each Indemnified Party under this Agreement which are not paid within fifteen (15) days after demand therefore (unless another period of time is expressly provided herein). Default Interest shall be paid by BCVV from the date such payment becomes delinquent through and including the date of payment of such delinquent sums. "Default Interest" shall mean a per annum interest rate equal to four points above the prime rate or reference rate for the then current calendar month, provided that the maximum applicable rate shall not exceed twelve per cent (12%) per annum as of the first day of such calendar month, which is publicly announced from time to time by *The Wall Street Journal*.

11. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES. NOTWITHSTANDING THE FOREGOING, ALL PROVISIONS OF THIS AGREEMENT RELATING TO THE CREATION OF THE ESTATE AND ALL REMEDIES SET FORTH HEREIN RELATING TO THE RECOVERY OF POSSESSION OF THE PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER OR OTHER SIMILAR ACTION) SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

12. **Jurisdiction and Venue.** BCVV AND MPT CONSENT TO PERSONAL JURISDICTION IN THE STATE OF ALABAMA. BCVV AND MPT AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF JEFFERSON COUNTY, ALABAMA. EACH OF THE

**PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. BCVV EXPRESSLY ACKNOWLEDGES THAT JEFFERSON COUNTY, ALABAMA IS A FAIR, JUST AND REASONABLE FORUM AND BCVV AGREES NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY MPT IN SAID COURTS. FURTHER, MPT AND BCVV IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO SECTION SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.**

**13. Bankruptcy Waivers.**

(a) Relief from Stay. BCVV acknowledges and agrees that in the event any of BCVV's interest in the Property or the Reserve Estate shall become the subject of any bankruptcy or insolvency estate, then (i) BCVV shall not oppose any request by MPT to obtain an order from the court granting relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code so as to permit the exercise of all rights and remedies pursuant to this Agreement, and (ii) the occurrence or existence of any event of default under this Agreement shall, in and of itself, constitute "cause" for relief from the automatic stay pursuant to the provisions of Section 362(d)(1) of the Bankruptcy Code, based on the fact that the non-existence of a bankruptcy proceeding was a material inducement for the entry by MPT into this Agreement.

(b) Automatic Stay. BCVV hereby waives the stay imposed by 11 U.S.C. Section 362(a) as to actions by MPT against the Property and any interest BCVV might have to the Property, including through the Reserve Estate. BCVV acknowledges and agrees that in the event of the filing of any voluntary or involuntary petition in bankruptcy by or against BCVV, it shall not assert or request that any other party assert that the automatic stay provided by Section 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of MPT to enforce any rights or remedies held by virtue of this Agreement or applicable law.

**14. Miscellaneous.**

(a) BCVV and MPT agree that if any term of this Agreement or any application thereof shall be invalid, illegal or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

(b) No delay or omission in exercising any right hereunder shall operate as a waiver of such right or any other right.

(c) MPT shall have the right to assign or transfer this Agreement without the prior written consent of BCVV. BCVV shall not assign or transfer any of its rights, obligations or interests under this Agreement without the prior written consent of MPT, which consent the parties hereto expressly acknowledge and agree may be withheld in MPT's sole and absolute discretion. BCVV understands, acknowledges and agrees that the reserve estate granted herein in favor of BCVV is personal in nature, does not run with the land or to any successors or assigns of BCVV and is conditioned upon and is subject to the terms, conditions and provisions set forth herein.

(d) Notwithstanding anything contained herein to the contrary, BCVV shall pay all fees, costs and expenses (including attorneys' fees and expenses) incurred by MPT in connection with the negotiation and enforcement of this Agreement and all documents executed in connection herewith and therewith.

(e) The parties hereto shall perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

(f) The parties hereto agree that in the event of a default or breach of this Agreement, the non-defaulting party shall be entitled to any and all remedies allowed at law or in equity, including, without limitation (i) specific performance, (ii) the recovery of all damages, costs and expenses incurred, resulting or arising from the default or breach of this Agreement, and (iii) the recovery of all legal fees, costs and expenses incurred by the non-defaulting party in enforcing their rights and remedies hereunder.

(g) Notwithstanding anything contained herein to the contrary, BCVV agrees to cooperate with MPT in connection with any securities offerings and filings, or MPT's efforts to procure or maintain financing for or related to the Property, and in connection therewith, BCVV shall furnish the MPT with such financial and other information as MPT shall request. MPT may disclose that it has entered into this Agreement with BCVV and may provide and disclose information regarding this Agreement, BCVV, the Property and such additional information which MPT may reasonably deem necessary in connection with its or its Affiliates' securities filings and to its proposed investors in such public offering or private offering of securities, or any current or prospective lenders with respect to such financing, and to investors, analysts and other parties in connection with earnings calls and other normal communications with investors, analysts and other parties. Upon reasonable advance notice, MPT and any lender providing financing for the Property shall have the right to access, examine and copy all agreements, records, documentation and information relating to BCVV and the Property, and to discuss such affairs and information with the officers, employees and independent public accountants of BCVV as often as may reasonably be desired, but subject to the terms of a confidentiality agreement, as reasonably approved by the parties.

(h) This is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties hereto. This Agreement, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the parties with respect to the transactions contemplated herein, and all prior to contemporaneous agreements, understandings,

representations and statements (oral or written) are merged into this Agreement. Neither this Agreement, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by BCVV and MPT, unless expressly provided herein.

(i) The terms and conditions set forth in this Agreement are the product of joint draftsmanship by all parties, each being represented or having the opportunity to be represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to or in connection with this Agreement shall not be construed against any of the parties because of draftsmanship.

(j) BCVV and MPT acknowledge that they have read and understand this Agreement, that they have had the ability to consult with an attorney of their own choosing before signing this Agreement, have been afforded an opportunity to deliberate as to whether to enter into this Agreement, that they understand the terms and effects of this Agreement, and that they execute this Agreement voluntarily.

(k) The relationship between MPT and BCVV is that of MPT, as a fee simple title holder of the Property, subject to the Reserved Estate (as governed by the Deed and this Agreement) and shall not be construed to be a joint venture or partnership or any other form of arrangement or relationship.

(l) This Agreement may be executed in duplicate counterparts which shall, when each party has affixed a signature to a duplicate counterpart, shall constitute a single integrated agreement, binding upon the parties.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, BCVV and MPT have caused this Agreement to be executed by their respective properly and duly authorized officers as of the date first above written.

**BCVV:**

B.C.V.V., INC.,  
a Utah non-profit corporation

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

STATE OF UTAH  
COUNTY OF SALT LAKE

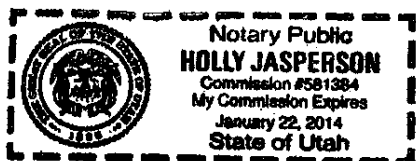
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JAY R. BANGERTER, whose name as VICE PRESIDENT of B.C.V.V., INC., a Utah non-profit corporation (d/b/a Rocky Mountain Care—West Valley), is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal this the 19 day of February, 2010.

[Signature]  
NOTARY PUBLIC

[AFFIX NOTARY SEAL]

Printed Name: HOLLY JASPERSON  
My Commission Expires: 01-22-2014



**MPT:**

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

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edward K. Aldag, Jr., whose name as 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, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership, as the sole member of said limited liability company, on the date the same bears date.

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



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



**Exhibit A**

(Legal Description of Property)

**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°56'54" West 1023.80 feet and North 0°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°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°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°56'57" West 694.48 feet, and North 00°03'03" West 675.81 feet, and North 00°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°47'22" East 1.19 feet); thence East 199.82 feet; thence South 45°00'00" East 1.40 feet to the point of beginning.

15-30-478-035 (portion)

## Exhibit B

### (Permitted Exceptions)

1. All general property taxes and special assessments for the year 2010 which are not now due and payable.
2. All charges and assessments by virtue of the land being included within the boundaries of Jordan Valley Water Conservancy District, Granger-Hunter Improvement District, Central Utah Water Conservancy District, Granger Center Development Project Area and West Valley City.
3. The following affects the Westerly portion of Parcel 1: An easement over, across or through the land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a corporation of the State of Utah by Instrument recorded March 5, 1963 as Entry No. 1903412 in Book 2023 at Page 365 of Official Records.
4. The following affects the Southwesterly portion of Parcel 1: An easement for electric distribution and incidental purposes, in favor of Utah Power & Light Company recorded March 27, 1963 as Entry No. 1908451 in Book 2031 at Page 621 of Official Records.
5. The following affects the Westerly portion of Parcel 1: An easement over, across or through the land for electric transmission and incidental purposes, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns by Instrument recorded January 20, 1964 as Entry No. 1973582 in Book 2145 at Page 236 of Official Records.
6. The following affects the Westerly portion of Parcel 1: A right of way and easement as disclosed by that certain Quit-Claim Deed recorded December 9, 1976 as Entry No. 2885193 in Book 4424 at Page 297 of Official Records.
7. The following affects the Southerly portion of Parcels 1 and 2: An easement for electric distribution and incidental purposes in favor of Utah Power & Light Company recorded July 11, 1983 as Entry No. 3816663 in Book 5473 at Page 2719 of Official Records.
8. An easement for utilities and incidental purposes over, across or through that portion of the vacated public street, as set forth in that certain Ordinance vacating said public street recorded March 26, 1984 as Entry No. 3920620 in Book 5541 at Page 1626 of Official Records.
9. The following affects the Westerly portion of Parcel 1: A right of way and easement for ingress and egress as disclosed by that certain Quit-Claim Deed recorded April 8, 1986 as Entry No. 4226795 in Book 5753 at Page 2326 of Official Records.
10. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within that certain Special Warranty Deed recorded May 2, 1993 as Entry No. 5445234 in Book 6613 at Page 1040 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or

discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

11. Easements, notes and restrictions as shown on subdivision plat recorded April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58.

12. An Owner Consent to Record the Rocky Mountain Care Subdivision recorded April 28, 2009 as Entry No. 10685746 in Book 9715 at Page 2882 of Official Records.

13. Easement Maintenance and Use Agreement dated February \_\_\_, 2010, and filed for record in the Office of the Salt Lake County Recorder on February \_\_\_, 2010, as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_, at Page \_\_\_\_\_ of Official Records, by and between MPT of West Valley City, LLC and BCVV, Inc.

14. The following matters disclosed on that certain survey prepared by Bush & Gudgell, Inc., having been certified under the date of February 18, 2010, as Job No. 47817, by Randy D. Smith, a Registered Land Surveyor holding License No. 5152708:

- a. sewerline
- b. communication lines
- c. sidewalk
- d. a building encroachment
- e. waterways
- f. street sign
- g. waterline

15. Rights as tenants and other parties in possession under unrecorded occupancy agreements or other agreements.