

Upon recording, return to:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

Affects Parcel Tax ID Nos. 65-569-0001
65-569-0002
58-023-0146
58-023-0147
58-023-0246
58-023-0264
58-023-0265

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this “**Declaration**”) by and between SOA INVESTMENTS, LLC, a Utah limited liability company, with an address of 166 West 100 South, Lehi, Utah 84043 (“**SOA**”), and TIMPANOGOS REGIONAL MEDICAL SERVICES, INC., a Utah corporation, with an address of One Park Plaza, Building II, Nashville, Tennessee 37203 (“**HCA**”) is effective as of the date SOA and HCA have both executed this Declaration (the “**Effective Date**”). SOA and HCA may hereafter be referred to collectively as the “**Parties**” or individually as a “**Party**”.

RECITALS:

A. WHEREAS, HCA is the current owner of certain real property located in Utah County, Utah, which consists of approximately 19.24 acres, as more particularly described in **Exhibit “A”** attached hereto (the “**HCA Property**”);

B. WHEREAS, SOA is the current owner of certain real property located adjacent to the HCA Property in Utah County, Utah, which consists collectively of approximately 22.01 acres, as more particularly described in **Exhibit “B”** attached hereto (the “**SOA Property**”); and

C. WHEREAS, as a condition to HCA’s purchase of the HCA Property from SOA, SOA agreed to grant HCA and its successors and assigns the exclusive use rights contained in this Declaration subject to the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE, in consideration of the terms of this Declaration and the mutual undertakings and agreements hereinafter contained, and in consideration of the recitals above, SOA hereby declares that this Declaration shall impose certain covenants, conditions, and restrictions on the SOA Property, the restricted parcels, for the benefit of the HCA Property, the benefited parcel, as set forth herein.

ARTICLE I
EXCLUSIVE USE

HCA anticipates developing the HCA Property for one or more of the following operations (each, an “**Exclusive Use**”):

1. an acute care general hospital, medical or surgical hospital, or specialty hospital;
2. an ambulatory surgery center;
3. a birthing center;
4. any of the following facilities, uses or services: outpatient or inpatient surgery services, emergency medicine services, urgent care services, diagnostic imaging services (which includes without limitation fluoroscopy, x-ray, plane film radiography, CT, ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing, and MRI), and cancer treatment services (which includes without limitation PET CT, radiation therapy and chemotherapy).

ARTICLE II
PURPOSE

The purpose of this Declaration is to ensure that, subject to the rights of existing users on the SOA Property as of the date hereof, so long as HCA (or any successor owner, occupant, or tenant of the HCA Property) operates the HCA Property for one or more Exclusive Use, the owners, occupants, tenants, and any other person or entity having any right, title, or interest in or to any portion of the SOA Property shall not, without the express written consent of HCA, be authorized to operate any portion of the SOA Property for any Exclusive Use. The covenants, conditions, and restrictions contained in this Article II do not include, and the SOA Property may continue to be used for the services stated in Article I, Subsection 4 in the event such services are provided as ancillary or incidental services as part of a physician office practice or physician group office practice, an assisted living or senior living facility, or a drug store or pharmacy, such as a Walgreens. This Declaration shall not apply to any property other than the HCA Property and the SOA Property.

ARTICLE III
APPLICATION TO ALL OWNERS, TENANTS, AND OCCUPANTS

This Declaration shall be a covenant running with the land of the HCA Property and the SOA Property (the HCA Property being the dominant estate and the SOA Property being the servient estate), as a restriction against the SOA Property and as a benefit to the HCA Property. This Declaration shall be for the benefit of HCA and any successor owner, occupant, or tenant of the HCA Property and any other person or entity having any right, title, or interest in or to the HCA Property, or any portion thereof. This Declaration shall be binding on SOA and any successor owner, occupant, or tenant of any portion of the SOA Property and any other person or entity having any right, title, or interest in or to any portion of the SOA Property.

ARTICLE IV
DURATION AND AMENDMENT

Section 4.1 Duration. This Declaration shall continue in full force and effect so long as HCA or any successor owner, occupant, or tenant of the HCA Property is operating the HCA Property for any Exclusive Use. In the event the HCA Property shall not be used for any Exclusive Use for a period of twelve (12) consecutive months or more, this Declaration and all restrictions imposed herein on all the parcels that make up the SOA Property shall automatically terminate and have no further force or effect, and in such event HCA or the successor owner, occupant, or tenant of the HCA Property shall upon request from SOA or SOA's successor-in-interest, as the case may be, execute and record in the official records of the Utah County Recorder, a Termination of Declaration of Covenants, Conditions, and Restrictions (the "**Termination**") terminating this Declaration of record; provided, however, that any Party's failure to execute, obtain, or record the Termination shall not affect automatic termination of this Declaration as set forth in this Section 4.1.

Section 4.2 Amendment. No amendment, change, or modification to this Declaration shall be valid unless it is in writing signed by both of the Parties hereto, or their successors in interest.

ARTICLE V
MISCELLANEOUS

Section 5.1 Recitals. The recitals set forth above are hereby incorporated into this Declaration by this reference as if fully set forth herein.

Section 5.2 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration which shall remain in full force and effect.

Section 5.3 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the Parties hereto.

Section 5.4 Attorney's Fees. In the event any action is instituted by a Party to enforce any of the terms and provisions contained herein, the prevailing Party in such action shall be entitled to receive from the other Party reasonable attorney's fees, costs, and expenses incurred in enforcing this Declaration.

Section 5.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

Section 5.6 Entire Declaration. This Declaration constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Declaration and hereby supersedes any prior written or oral agreement or letter of intent between the Parties.

Section 5.7 Applicable Law. This Declaration shall, in all respects, be governed by and construed in accordance with the laws of the State of Utah.

Section 5.8 Waiver of Covenants, Conditions, or Remedies. The waiver by any Party hereto of the performance of any covenant, condition, or promise, or of the time for performing any act under this Declaration shall not invalidate this Declaration nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required under this Declaration. The exercise of any remedy provided in this Declaration shall not be a waiver of any other remedy provided by law.

Section 5.9 Construction. All Parties to this Declaration and their legal counsel have reviewed and have had the opportunity to revise this Declaration, and the normal rule of construction to the effect that any ambiguities in this Declaration are to be resolved against the drafting Party shall not be employed in the interpretation of this Declaration. All headings are used herein for reference only and shall in no way be deemed to define, limit, explain, or modify any provision hereof.

Section 5.10 Counterparts. This Declaration may be executed in counterparts. A signature on any counterpart shall function and have the effect of a signature on all counterparts.

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IN WITNESS WHEREOF, this Declaration has been executed as of the Effective Date defined above.

SOA:

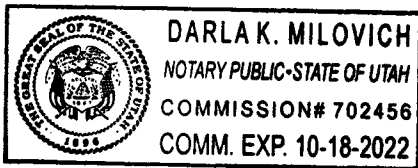
SOA INVESTMENTS, LLC, a Utah limited liability company

By: Robert Allred
Name: Robert Allred
Its: Manager
Date: 6 March 2019

ACKNOWLEDGEMENT OF SOA

STATE OF UTAH)
)
COUNTY OF Utah) : ss.

On the 6 day of March, 2019, personally appeared before me, Robert Allred, who being by me duly sworn did say that he or she is a manager of SOA INVESTMENTS, LLC, a Utah limited liability company, and acknowledged to me that he or she executed the foregoing instrument on behalf of SOA for its stated purpose.



[Signature]
NOTARY PUBLIC

Exhibit "A" to Declaration of Covenants, Conditions, and Restrictions

(Legal description of the HCA Property)

Lots 1 and 2, Cold Spring Ranch Plat C-1, according to the official plat thereof on file and of record in the Utah County Recorder's office on February 11, 2019 as Entry No. 11133:2019.

Exhibit "B" to Declaration of Covenants, Conditions, and Restrictions

(Legal description of the SOA Property)

A portion of the Southeast Quarter and the Southwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at a point located S89°51'47"W along the section Line 1897.59 feet and North 684.84 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S76°17'21"W 228.52 feet; thence along the arc of a 531.00 foot radius curve to the left 231.99 feet through a central angle of 25°01'57" (chord: S63°46'22"W 230.15 feet); thence S51°15'23"W 14.45 feet; thence along the arc of a 469.00 foot radius curve to the right 204.91 feet through a central angle of 25°01'57" (chord: S63°46'22"W 203.28 feet); thence S76°17'21"W 42.40 feet; thence S80°25'49"W 166.17 feet; thence S76°17'21"W 81.36 feet; thence along the arc of 19.00 foot radius curve to the right 11.19 feet through a central angle of 33°44'55" (chord: N86°50'12"W 11.03 feet) to the easterly line of Redwood Road; thence along said line the following four (4) courses: N12°01'32"W 817.51 feet; thence N7°04'04"W 111.01 feet; thence N17°49'26"W 53.54 feet; thence N10°19'26"W 31.57 feet; thence northeasterly along the arc of a 19.00 foot radius non-tangent curve to the right (radius bears: S31°43'01"E) 6.02 feet through a central angle of 18°09'28" (chord: N67°21'43"E 6.00 feet) to the southerly line of Cold Spring Drive; thence along said line the following two (2) courses: N76°26'27"E 669.89 feet; thence along the arc of a 3500.00 foot radius curve to the right 279.27 feet through a central angle of 4°34'18" (chord: N78°43'36"E 279.19 feet); thence along the arc of a 26.00 foot radius curve to the right 39.53 feet through a central angle of 87°06'23" (chord: S55°26'03"E 35.83 feet); thence S11°52'52"E 868.14 feet; thence along the arc of a 21.00 foot radius curve to the right 32.32 feet through a central angle of 88°10'12" (chord: S32°12'14"W 29.22 feet) to the point of beginning.