

This Document Was Prepared By:

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Suite 550, LB 127  
Irving, Texas 75039

When Recorded, Return To the Above  
Party

**NOTE TO PROBATE JUDGE: This Agreement is being recorded as additional security for the Debt and Obligations described in a Leasehold Mortgage of even date herewith between the Borrowers and the Lender, which Leasehold Mortgage is being filed for record concurrently with the recording of this Agreement.**

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

**HCP CAROLINA MEDICAL PLAZA MOB, LLC, COASTAL CAROLINA MOB, LLC,  
HCP COOSA MOB, LLC, CULLMAN POB PARTNERS I, LLC, CULLMAN POB II,  
LLC, EMERALD COAST MOB, LLC, HCP FAMILY MEDICINE SOUTH MOB, LLC,  
HATTIESBURG MED BUILDING, LLC, HUNTSVILLE MOB, LLC, KINGSPORT  
MOB, LLC, HCP SHELBY MOB, LLC, SHHMOB PENSACOLA, LLC, and  
CRESTVIEW MED BUILDING, LLC**

and

**GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P.**

Dated: As of May 31, 2006

## **CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT ("Agreement") is executed on the date set forth on the signature page below in the acknowledgement to be given and granted as of May 31, 2006, by and between **GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P.**, a Delaware limited partnership ("Lender"), having its principal place of business at 600 East Colinas Boulevard, Suite 450, Irving, Texas 75039, and **HCP CAROLINA MEDICAL PLAZA MOB, LLC, COASTAL CAROLINA MOB, LLC, HCP COOSA MOB, LLC, CULLMAN POB PARTNERS I, LLC, CULLMAN POB II, LLC, EMERALD COAST MOB, LLC, HCP FAMILY MEDICINE SOUTH MOB, LLC, HATTIESBURG MED BUILDING, LLC, HUNTSVILLE MOB, LLC, KINGSPORT MOB, LLC, HCP SHELBY MOB, LLC, SHHMOB PENSACOLA, LLC, and CRESTVIEW MED BUILDING, LLC**, each a Delaware limited liability company (each a "Borrower" and collectively the "Borrowers"), having their principal place of business at 3760 Kilroy Airport Way, Suite 300, Long Beach, California 90806.

### **Introductory Provisions**

The following statements are true, correct and complete; form the basis for this Agreement; and are a part of this Agreement:

A. As of the date hereof, Borrowers have executed and delivered to Lender that certain Promissory Note in the stated principal sum of \$91,730,000.00 (the "Note"). As security for the Note, each Borrower has executed, among other instruments, the deed of trust or mortgage (individually a "Security Instrument" and collectively the "Security Instruments") identified on Exhibits A-1 through A-13 as having been executed by such Borrower, and each Security Instrument constitutes a lien against the real property or the leasehold estate therein more particularly described on the applicable Exhibit A (each a "Secured Property").

B. In order to induce Lender to make the loan evidenced by the Note, each Borrower accepts and agrees to the provisions hereof.

C. Terms used in this Agreement with initial capital letters that are not given a specific definition in this Agreement have the meanings given to them in the Security Instruments.

NOW, THEREFORE, for and in consideration of the premises and the mutual and dependent covenants contained herein, the parties hereto agree as follows:

1. The indebtedness evidenced by the Note and all of the other Debt and Obligations under each of the Security Instruments and the Loan Documents therein described are secured by the liens, assignments and security interests of each and all of the Security Instruments.

2. An Event of Default under any one Security Instrument shall constitute an Event of Default under every other Security Instrument.

3. This Agreement is one of the Loan Documents.

4. **THE ENFORCEMENT OF THIS AGREEMENT, TO THE EXTENT TO IT INVOLVES THE ENFORCEMENT OF LIENS AND SECURITY INTERESTS AGAINST THE SECURED PROPERTY LOCATED IN THE COUNTY AND STATE IN WHICH THIS AGREEMENT HAS BEEN FILED SUCH COUNTY'S OFFICIAL PUBLIC RECORDS, SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH SUCH SECURED PROPERTY IS LOCATED (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW. ALL OTHER ASPECTS OF THE LOAN AND ALL OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED FOR OTHERWISE) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW. IT IS THE INTENT OF BORROWERS AND LENDER THAT THE PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK APPLY TO THE LOAN DOCUMENTS. EACH BORROWER AND LENDER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMIT TO PERSONAL JURISDICTION IN THE STATE WHERE THE SECURED PROPERTY OWNED BY SUCH BORROWER IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON THAT INVOLVES THE ENFORCEMENT OF LIENS AND SECURITY INTERESTS AGAINST SUCH PROPERTY, (B) AGREE THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN EITHER THE CITY OR THE COUNTY WHERE SUCH PROPERTY IS LOCATED, (C) SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND (D) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREE THAT NEITHER ANY BORROWER NOR LENDER, RESPECTIVELY, WILL BRING ANY ACTION, SUIT OR PROCEEDING THAT INVOLVES THE ENFORCEMENT OF LIENS AND SECURITY INTERESTS AGAINST THE SUBJECT SECURED PROPERTY IN ANY OTHER FORUM, AND EACH BORROWER AND LENDER FURTHER CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWERS AND LENDER, RESPECTIVELY, AT THEIR RESPECTIVE ADDRESSES AS PROVIDED FOR IN THE SECURITY INSTRUMENTS, AND CONSENT AND AGREE THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).**



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5. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. Notwithstanding anything in this Agreement to the contrary, without in any manner affecting any of the rights and remedies available under any of the Security Instruments, Lender may, to the extent permitted by applicable law, institute separate proceedings with respect to any of the Security Instruments simultaneously or in such order and at such times as Lender may elect. The pendency of any proceeding with respect to any Security Instrument shall not be grounds for the abatement of or for hindering, delaying or preventing any proceeding with respect to any other Security Instrument. Each Event of Default shall constitute a separate cause of action; accordingly, the institution of proceedings or the enforcement of remedies under one or more, but not all, of the Security Instruments shall not constitute a splitting of a cause of action by Lender.

7. Notwithstanding any provision of this Agreement or any of the other Loan Documents to the contrary, Lender may, at any time in its sole and absolute discretion and without any prior notice to any of the Borrowers, execute and file for record in the appropriate public records an instrument that terminates this Agreement (a "Termination Statement") as to any or all of the Security Instruments, which Termination Statement shall be effective for all purposes without the joinder, consent or signature of Borrower.

8. In accordance with Paragraphs 11A and 11C of the Security Instruments, Lender shall release a Secured Property from this Agreement simultaneously with its release of the same Secured Property from the lien of the Security Instrument that directly covers such Secured Property.

9. This Agreement shall be binding upon and inure to the benefit of Lender and the Borrowers and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

*The remainder of this page is blank. The signature pages follow.*

EXECUTED on the date set forth in the acknowledgments below, to be effective on and as of the date first above written.

**BORROWERS:**

**COASTAL CAROLINA MOB, LLC**

(successor-by-merger to Coastal Carolina MOB, LLC,  
an Alabama limited liability company)

**CRESTVIEW MED BUILDING, LLC** (successor-by  
merger to Crestview Med Building, Ltd., a Florida limited partnership)

**CULLMAN POB PARTNERS I, LLC** (successor-by merger  
to Cullman POB Partners I, Ltd., an Alabama limited partnership)

**CULLMAN POB II, LLC** (successor-by-merger to  
Cullman POB II, L.L.C., an Alabama limited liability company)

**EMERALD COAST MOB, LLC** (successor-by-merger  
to Emerald Coast MOB, L.L.C., a Florida limited liability company)

**HATTIESBURG MED BUILDING, LLC** (successor-by-merger  
to Hattiesburg Med Building, LLC, an Alabama limited liability company)

**HCP CAROLINA MEDICAL PLAZA MOB, LLC**

**HCP COOSA MOB, LLC**

**HCP FAMILY MEDICINE SOUTH MOB, LLC**


**HCP SHELBY MOB, LLC**

**HUNTSVILLE MOB, LLC** (successor-by-merger to  
Huntsville MOB, L.L.C., an Alabama limited liability company)

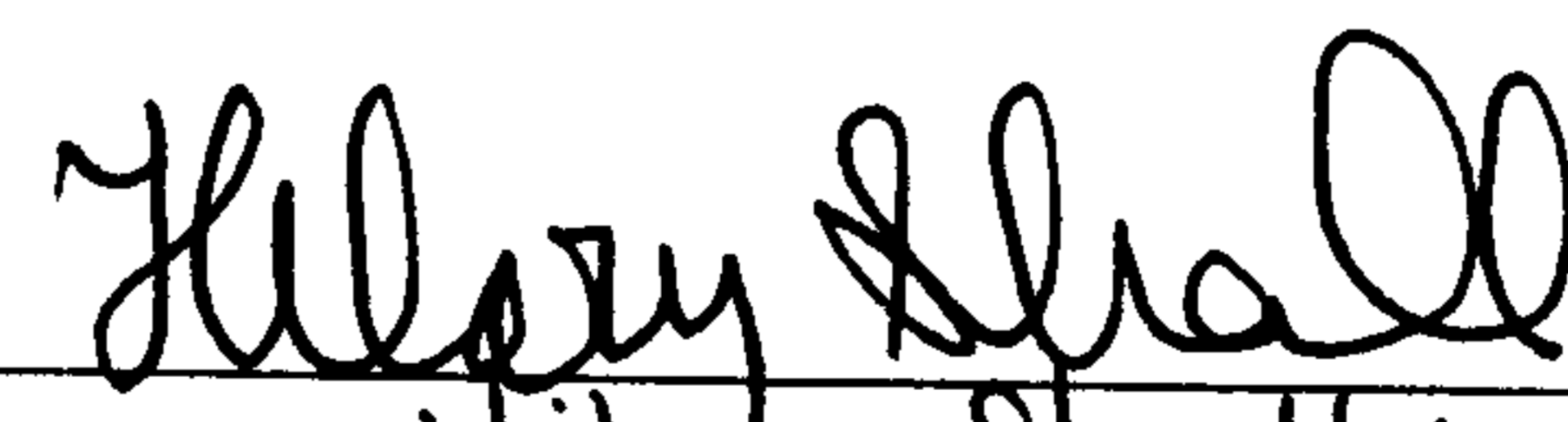
**KINGSPORT MOB, LLC** (successor-by-merger to Kingsport  
MOB, L.L.C., an Alabama limited liability company)

**SHHMOB PENSACOLA, LLC** (successor-by-merger to  
SHHMOB Pensacola, Ltd., a Florida limited partnership),  
each a Delaware limited liability company

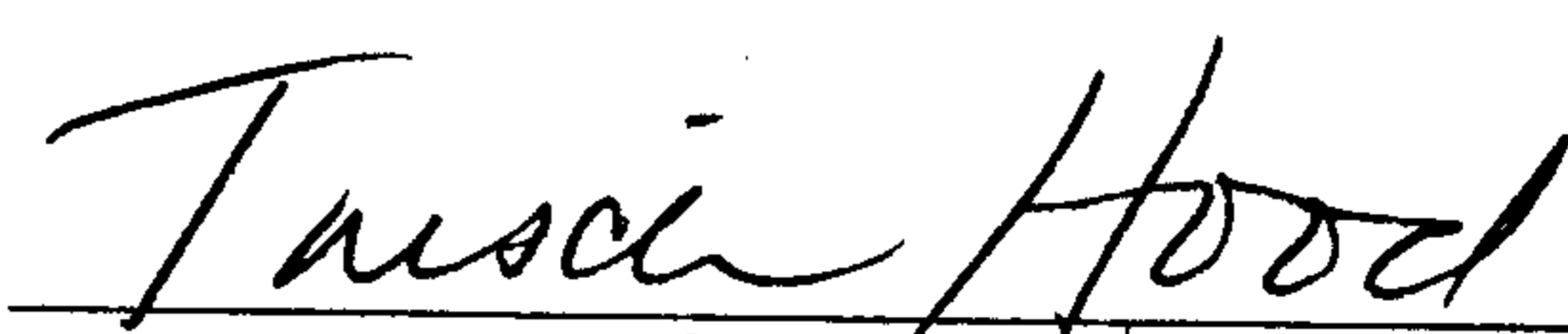
By: HCP Birmingham SPE Manager, LLC,  
a Delaware limited liability company,  
their Managing Member

By:   
Talya Nevo-Hacohen,  
Senior Vice President

WITNESS:

  
Name: Hilary Shalla

WITNESS:

  
Name: TRISH HOOD

ACKNOWLEDGMENT

STATE OF CALIFORNIA

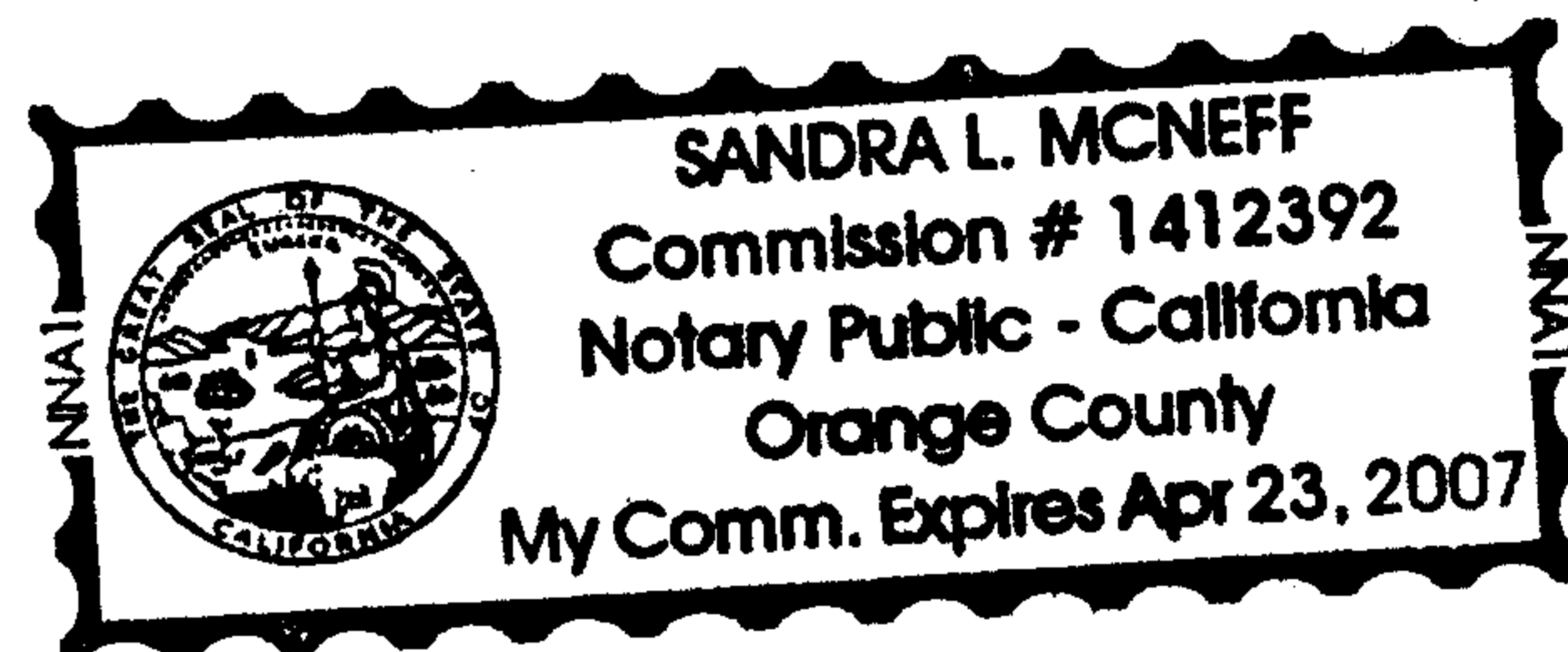
§  
§ ss.  
§

COUNTY OF ORANGE

On May 23 2006, before me, Sandra L. McNeff (here insert name and title of the officer), personally appeared Talya Nevo-Hacohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Sandra L. McNeff  
(SEAL)



EXECUTED on the date set forth in the acknowledgment below, to be effective on and as of the date first above written.

WITNESS:

[Signature]  
Name: Cathy C. Davis

WITNESS:

[Signature]  
Name: Blanca E. Corona

**GOLDMAN SACHS COMMERCIAL  
MORTGAGE CAPITAL, L.P.,**  
a Delaware limited partnership

By: [Signature]  
Name: \_\_\_\_\_  
Title: Authorized Officer  
**James F. Conway**  
**Co-Chief Executive Officer**

STATE OF TEXAS

§  
§  
§

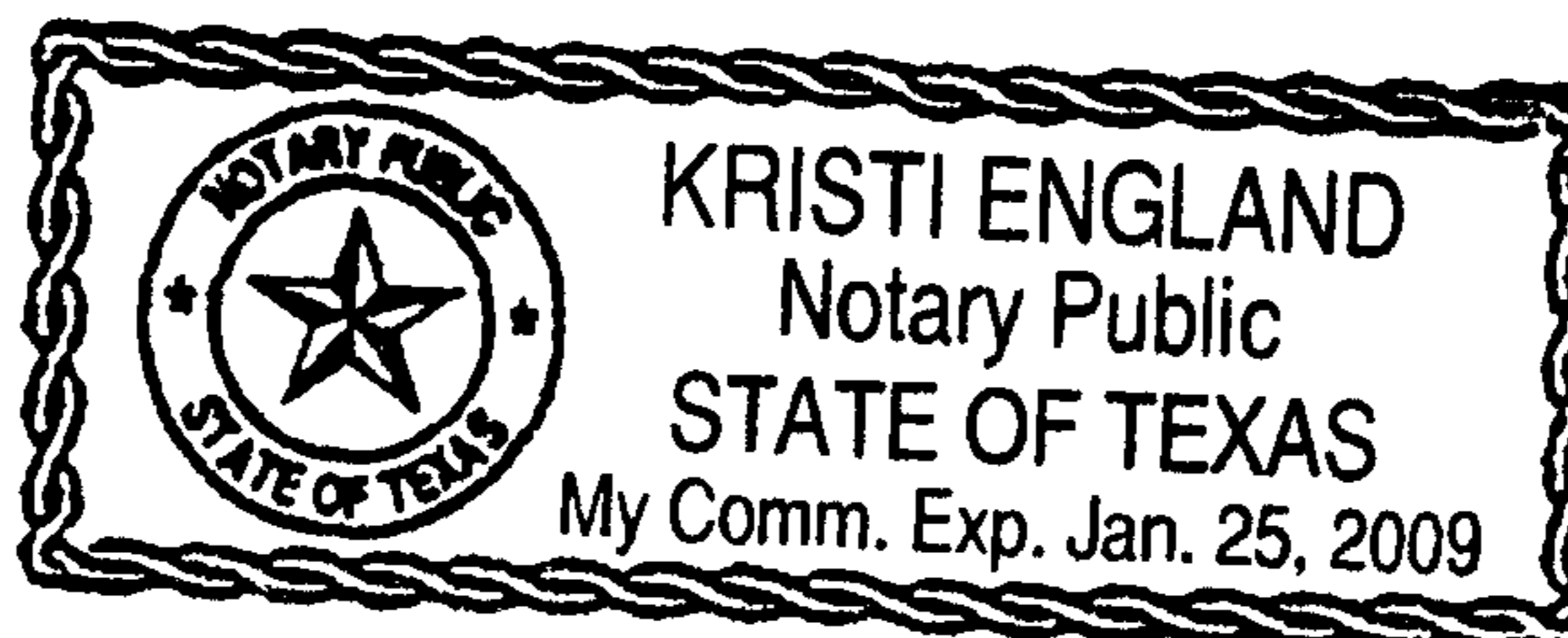
COUNTY OF DALLAS

This instrument was acknowledged before me on May 31, 2006, by James F. Conway, an Authorized Officer of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., a Delaware limited partnership, on behalf of said partnership.

[S E A L]

My Commission Expires \_\_\_\_\_

[Signature]  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_





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Exhibit A-1

Other Debtor: HCP Carolina Medical Plaza MOB, LLC, a Delaware limited liability company

Other Security Instrument: Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Other Property: Legal Description: Carolina Medical Plaza

Tax map # 11503-06-04

Tax district 1CC

ALL that certain piece, parcel, or tract of land situate, lying, and being located in Richland County, State of South Carolina, containing 2.117 acres, as shown on a plat entitled "ALTA/ACSM Land Title Survey for Johnson Development", dated September 13, 2005, prepared by Barrett Surveying Group (R. Scott Barrett, PLS, SC Registration No. 23203) and according to said plat having the following metes and bounds to wit.

Beginning at iron pin found 1" crimp top (Labeled as P.O.B) in the southeastern right of way of Farrow Road (SC Hwy #555) and the common corner of Easter Seal Society as shown on Parcel Id# R11503-06-03, thence running along the Easter Seal Society property line S 65°40'47" E a distance of 186.35 feet to an iron pin found ½" rebar, thence S 84°27'08" East, a distance of 242.6 feet to an iron pin found 1" crimp top at the common corner of The City of Columbia as shown in Deed Book R0381 page 2420, thence running along the property line for The City of Columbia S 24°33'52" W 218.97 feet to an iron pin found 1" open top at the common corner of Cobra Development LLC, as shown in Deed Book R0761 page 2908, and Parcel # R11503-06-09 thence running along Parcel # R11503-06-09 N 65° 21' 41" W 74.90 feet to an iron pin found 5/8" solid rod, at the common corner of parcel # R11503-06-09 and Gaslite Inn Inc., as shown in Deed Book R0371, page 2280, thence running along the Gaslite Inn Inc. property N 65°23'57" W 169.74 feet to an iron pin found ½" rebar, thence S 25°42'46" W 14.90 feet to an iron pin found ½" rebar N 68° 03' 16" W 59.19 feet to an iron pin found ½" rebar, thence S 31° 18' 30" W 140.04 feet to an iron pin found 1/2" rebar at the common corner of Pediatric Specialty Clinic LLC as shown in Deed Book R0660 page 1230, thence running along the Pediatric Specialty Clinic LLC property N 65°28'17" W 49.21 feet to an iron pin found 1" crimp top, thence N 64°22'25" W 98.69 feet to an iron pin found ¾" open top bent at the southeastern r/w of Farrow Road (SC Hwy #555), thence running along the right-of-way of Farrow Road (SC Hwy #555) N 34°07'00" E 140.76 feet to an "X" in conc. Found, thence S 65°22'05" E 2.03 feet to a point, thence N 35°58'31" E 50.87 feet to a point, thence N 67°24'55" W 2.53 feet to a point, thence N 35°05'43" E 106.98 feet to a point of beginning.

Derivation: This being the same property conveyed to the within Mortgagor by deed of Carolina Med Building, LLC, dated December 19, 2005, recorded January 10, 2006, in Record Book 1141 at Page 540, in the Office of the Register of Deeds for Richland County, South Carolina

Exhibit A-2

Other Debtor: Coastal Carolina MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between Coastal Carolina MOB, LLC and PHC-Jasper, Inc., dated March 19, 2004, and memorialized in that certain Short Form of Master Lease-Vacancy Agreement, recorded in Miscellaneous Volume 15 at Page 111, in the Office of the Clerk of Court for Jasper County, South Carolina.

Other Property: Legal Description: Coastal Carolina Medical Plaza

Tax Map # 042-00-05-046

PARCEL 2A, 0.41 Acres – LAND SUBJECT TO LEASEHOLD INTEREST

Commencing at the northeast intersection of Red Dam Road and Frontage Road (Interstate 95), said point being the Point of Commencement; thence running S53°57'54"E for a distance of 56.57' to a 5/8" rebar set; thence, N80°56'47"E for a distance of 117.52' to a concrete right-of-way marker; thence, along a curve to the right having a radius of 1489.95', an arc length of 461.00', a tangent of 232.36', a chord length of 459.16', a chord bearing of N89°58'25"E and a delta angle of 17°43'39" to a concrete right-of-way marker; thence, N08°36'21"W for a distance of 287.73' to a point; said point being the Point of Beginning, thence running the following metes and bounds, to wit:

N56°18'36"W, a distance of 32.42' to a point; thence,  
S33°41'24"W, a distance of 9.17' to a point; thence,  
N56°18'36"W, a distance of 5.50' to a point; thence,  
S33°41'24"W, a distance of 16.66' to a point; thence,  
N56°18'36"W, a distance of 43.17' to a point; thence,  
N33°41'24"E, a distance of 16.66' to a point; thence,  
N56°18'36"W, a distance of 5.50' to a point; thence,  
N33°41'24"E, a distance of 9.17' to a point; thence,  
N56°18'36"W, a distance of 32.42' to a point; thence,  
N33°41'24"E, a distance of 133.50' to a point; thence,  
S56°18'36"E, a distance of 30.00' to a point; thence,  
N33°41'24"E, a distance of 11.00' to a point; thence,  
S56°18'36"E, a distance of 59.00' to a point; thence,  
S33°41'24"W, a distance of 11.00' to a point; thence,  
S56°18'36"E, a distance of 30.00' to a point; thence,  
S33°41'24"W, a distance of 133.50' to a point, said point being the Point of Beginning,  
Said parcel contains 0.41 acres, more or less.

Declaration of Reciprocal Easements and Covenants as recorded in the Office of the Clerk of Court for Jasper County, South Carolina, in Deed Book 293 at Page 67.

Also known as:

All that certain piece, parcel, or tract of land situate, lying, and being located in Jasper County, State of South Carolina, containing 0.408 acres, as shown on a plat entitles "ALTA/ACSM Land Title Survey for Johnson Development, 1010 Medical Center Drive", dated September 30, 2005, prepared by Barrett Surveying Group (R. Scott Barrett, PLS, SC Registration No. 23203) and according to said plat having the following metes and bounds to wit:

Commencing at the northeast of Red Dam Road and Frontage Road (Interstate 95), said point being the Point of Commencement: thence running S 53°57'54" E a distance of 56.57' to a 5/8" rebar set; thence N 80°56'47"E for a distance of 117.52' to a concrete right-of-way marker; thence along a curve to the right having a radius of 1489.95, an arc length of 461.00, a tangent of 232.36, a chord length of 459.16, a chord bearing of N 89°58'25" E and a delta angle of 17°43'39" to a concrete right-of-way marker; thence N 08°36'21" W for a distance of 287.73' to a point; said point being the Point of Beginning, thence running the following metes and bounds, to wit:

N56°18'36" W a distance of 32.42' to a point, thence S 33°41'24" W a distance of 9.17' to a point; thence N 56°18'36" W a distance of 5.50' to a point thence S 33°41'24" W a distance of 16.66' to a point; thence N 56°18'36" W a distance of 43.17' to a point thence N 33°41'24" E a distance of 16.66' to a point; thence N 56°18'36" W a distance of 5.50' to a point; thence N 33°41'24" E a distance of 9.17' to a point; thence N 56°18'36" W a distance of 32.42 to a point; thence N 33°41'24" E a distance of 133.50' to a point; thence S 56°18'36" E a distance of 30.00 to a point; thence N 33°41'24" E a distance of 11.00' to a point, thence S 56°18'36" E a distance of 59.00 to a point; thence S 33°41'24" W a distance of 11.00 to a point; thence S 56°18'36" E a distance of 30.00 to a point; thence S 33°41'24" W a distance of 133.50' to a point, said point being the Point of Beginning, Said parcel contains 0.41 acres, more or less.

#### PARCEL 2B, 28.75 Acres – LAND SUBJECT TO EASEMENTS

Beginning at the northeast intersection of Red Dam Road and Frontage Road (Interstate 95), said point being the Point of Beginning; thence running the following metes and bounds to wit:

N08°57'54"W a distance of 759.89' to a concrete right-of-way marker; thence,  
Along a curve to the left having a radius of 1497.47', an arc length of 375.13', a tangent of 188.55', a chord length of 374.15', a chord bearing of N16°08'29"W and a delta angle of 14°21'11" to a 5/8" rebar set; thence,  
N22°11'35"E, a distance of 16.99' to a point; thence,  
N19°59'02"E, a distance of 18.86' to a point; thence,  
N46°23'03"E, a distance of 27.66' to a point; thence,



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N68°30'38"E, a distance of 26.84' to a point; thence,  
S83°38'31"E, a distance of 22.10' to a point; thence,  
N77°14'51"E, a distance of 36.52' to a point; thence,  
N58°48'22"E, a distance of 19.55' to a point; thence,  
N38°38'56"E, a distance of 18.00' to a point; thence,  
N71°56'15"E, a distance of 22.08' to a point; thence,  
N73°59'06"E, a distance of 19.01' to a point; thence,  
N56°38'22"E, a distance of 19.59' to a point; thence,  
N48°03'15"E, a distance of 29.00' to a point; thence,  
N68°25'04"E, a distance of 19.89' to a point; thence,  
N87°41'22"E, a distance of 20.36' to a point; thence,  
S72°59'35"E, a distance of 22.66' to a point; thence,  
N51°08'01"E, a distance of 45.04' to a point; thence,  
N51°51'31"E, a distance of 27.82' to a point; thence,  
N70°11'49"E, a distance of 18.97' to a point; thence,  
N68°40'50"E, a distance of 15.82' to a point; thence,  
S87°29'06"E, a distance of 25.23' to a point; thence,  
S66°27'03"E, a distance of 18.60' to a point; thence,  
N86°21'50"E, a distance of 13.83' to a point; thence,  
S35°19'08"E, a distance of 19.23' to a point; thence,  
S48°37'34"E, a distance of 23.77' to a point; thence,  
S58°48'30"E, a distance of 22.60' to a point; thence,  
S46°41'46"E, a distance of 37.46' to a point; thence,  
N74°19'59"E, a distance of 15.79' to a point; thence,  
S81°19'14"E, a distance of 29.61' to a point; thence,  
S57°10'10"E, a distance of 21.80' to a point; thence,  
S24°03'38"E, a distance of 12.47' to a point; thence,  
S01°10'37"E, a distance of 20.94' to a point; thence,  
N40°50'59"E, a distance of 10.41' to a point; thence,  
N55°07'50"E, a distance of 19.89' to a point; thence,  
S86°48'11"E, a distance of 25.30' to a point; thence,  
S69°35'46"E, a distance of 33.33' to a point; thence,  
S51°17'40"E, a distance of 16.26' to a point; thence,  
N89°41'58"E, a distance of 19.63' to a point; thence,  
N54°09'31"E, a distance of 35.98' to a point; thence,  
S74°20'35"E, a distance of 10.15' to a point; thence,  
S15°11'35"E, a distance of 23.07' to a point; thence,  
S32°08'16"E, a distance of 73.72' to a point; thence,  
N48°20'23"E, a distance of 20.37' to a point; thence,  
N01°22'53"W, a distance of 23.64' to a point; thence,  
N42°53'58"E, a distance of 6.31' to a point; thence,  
S64°35'13"E, a distance of 31.68' to a point; thence,  
S38°39'54"E, a distance of 56.30' to a point; thence,  
S30°18'46"E, a distance of 32.29' to a point; thence,


S59°32'11"E, a distance of 26.53' to a point; thence,  
S66°39'32"E, a distance of 17.91' to a point; thence,  
N88°59'31"E, a distance of 29.27' to a point; thence,  
S67°09'40"E, a distance of 10.77' to a point; thence,  
S79°57'00"E, a distance of 21.86' to a point; thence,  
S83°19'31"E, a distance of 18.08' to a point; thence,  
S42°12'41"E, a distance of 31.44' to a point; thence,  
S76°44'31"E, a distance of 32.21' to a point; thence,  
S46°54'10"E, a distance of 35.48' to a point; thence,  
S00°21'30"E, a distance of 50.51' to a point; thence,  
S12°18'18"E, a distance of 39.27' to a point; thence,  
S29°26'13"E, a distance of 32.02' to a point; thence,  
S56°31'06"E, a distance of 17.38' to a point; thence,  
S66°37'37"E, a distance of 37.67' to a point; thence,  
S77°50'45"E, a distance of 16.25' to a point; thence,  
N62°37'36"E, a distance of 17.78' to a point; thence,  
N32°31'58"E, a distance of 5.68' to a point; thence,  
S07°05'01"E, a distance of 960.48' to a Union Camp concrete marker; thence,  
N80°04'19"W, a distance of 16.02' to a 5/8" rebar set; thence,  
N08°51'33"E, a distance of 16.55' to a concrete right-of-way marker; thence,  
N81°08'27"W, a distance of 437.36' to a concrete right-of-way marker; thence,  
Along a curve to the left having a 1489.95', an arc length of 461.00', a tangent of 232.36', a  
chord length of 459.16', a chord bearing of S89°58'25"W and a delta angle of 17°43'39" to a  
concrete right-of-way marker; thence,  
S80°56'47"W, a distance of 117.52' to a 5/8" rebar set; thence,  
N53°57'54"W, a distance of 56.57' to a 5/8" rebar set, said point being the Point of Beginning,  
Said parcel contains 28.75 acres, more or less.

#### LESS AND EXCEPT

#### Parcel 2A, 0.41 Acres

Commencing at the northeast intersection of Red Dam Road and Frontage Road (Interstate 95),  
said point being the Point of Commencement; thence running S53°57'54"E for a distance of  
56.57' to a 5/8" rebar set; thence, N80°56'47"E for a distance of 117.52' to a concrete right-of-  
way marker; thence, along a curve to the right having a radius of 1489.95', an arc length of  
461.00', a tangent of 232.36', a chord length of 459.16', a chord bearing of N89°58'25"E and a  
delta angle of 17°43'39" to a concrete right-of-way marker; thence, N08°36'21"W for a distance  
of 287.73' to a point; said point being the Point of Beginning, thence running the following  
metes and bounds, to wit:

N56°18'36"W, a distance of 32.42' to a point; thence,  
S33°41'24"W, a distance of 9.17' to a point; thence,  
N56°18'36"W, a distance of 5.50' to a point; thence,

  
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S33°41'24"W, a distance of 16.66' to a point; thence,  
N56°18'36"W, a distance of 43.17' to a point; thence,  
N33°41'24"E, a distance of 16.66' to a point; thence,  
N56°18'36"W, a distance of 5.50' to a point; thence,  
N33°41'24"E, a distance of 9.17' to a point; thence,  
N56°18'36"W, a distance of 32.42' to a point; thence,  
N33°41'24"E, a distance of 133.50' to a point; thence,  
S56°18'36"E, a distance of 30.00' to a point; thence,  
N33°41'24"E, a distance of 11.00' to a point; thence,  
S56°18'36"E, a distance of 59.00' to a point; thence,  
S33°41'24"W, a distance of 11.00' to a point; thence,  
S56°18'36"E, a distance of 30.00' to a point; thence,  
S33°41'24"W, a distance of 133.50' to a point, said point being the Point of Beginning,  
Said parcel contains 0.41 acres, more or less.

Being the same land leased to Coastal Carolina MOB, LLC by PHC-Jasper, Inc., by lease dated March 19, 2004, and by a Short Form of Ground Lease dated March 19, 2004 and recorded at Book 15, Page 102.

Fee Simple Derivation: This being the same property conveyed to Jasper Hospital, Inc. by deeds of Coastal Land Development Company a/k/a Coastal Land Development Co., dated August 2, 2002, and recorded on September 4, 2002, in Deed Book 261 at Page 243 and Deed Book 261 at Page 238, in the Office of the Clerk of Court for Jasper County, South Carolina.

Exhibit A-3

Other Debtor: HCP Coosa MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between Baptist Health Systems, Inc. and Coosa Med Building, LLC, dated April 14, 1999, and recorded in Deed Book 719, Page 380 as amended and further amended by that certain First Amendment to Ground Lease between Sylacauga Health Care Authority, lessor and Coosa Med Building, LLC, lessee recorded April 3, 2006, in Deed Book 863, Page 306; said lease being transferred and assigned to HCP Coosa MOB, LLC by assignment and assumption of Ground Lease dated February 27, 2006 and recorded on April 3, 2006 in Deed Book 863, Page 313.

Other Property: Legal Description: Coosa Valley Medical Plaza

A part of Lots 1, 2 & 3, Block 2 according to the survey of Central Land Company's Addition C to the City of Sylacauga as recorded in Map Book 1, Page 122 in the Probate Office of Talladega County, Alabama, being more particularly described as follows:

Commence at a point located at the intersection of the Southwest corner of Lot 1, Block 2, according to the survey of Central Land Company's Addition C to the City of Sylacauga as recorded in Map Book 1, Page 122 in the Probate Office of Talladega County, Alabama and the East right-of-way margin of Douglas Avenue; thence run North 01° 37' 00" East along said right-of-way margin for a distance of 2.00 feet to a point, said point being the True Point of Beginning; thence continue North 01° 37' 00" East along said right-of-way margin for a distance of 101.17 feet to a point; thence run South 88° 23' 00" East for a distance of 192.67 feet to a point; thence run South 01° 37' 00" West for a distance of 101.17 feet to a point; thence run North 88° 23' 00" West for a distance of 192.67 feet to a point and back to the True Point of Beginning.

Together with an easement as to Parcel II:

Parcel II

A part of Lots 1 thru 5 & 8 thru 10, Block 2, according to the survey of Central Land Company's Addition C to the City of Sylacauga as recorded in Map Book 1, Page 122 in the Probate Office of Talladega County, Alabama, being more particularly described as follows:

Commence at a point located at the intersection of the Southwest corner of Lot 1, Block 2 according to the survey of Central Land Company's Addition to the City of Sylacauga as recorded in Map Book 1, Page 122 in the Probate Office of Talladega County, Alabama and the East right-of-way margin of Douglas Avenue; thence run North 01° 37' 00" East along said



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right-of-way margin for a distance of 2.00 feet to a point, said point being the True Point of Beginning; thence run South 88° 23' 00" East for a distance of 192.67 feet to a point; thence run North 01° 37' 00" West for a distance of 101.17 feet to a point; thence run North 88° 23' 00" West for a distance of 192.67 feet to a point on the East right-of-way margin of Douglas Avenue thence run North 01° 37' 00" East along said right-of-way margin for a distance of 68.83 feet to a point on the South right-of-way margin of Spring Street; thence run South 88° 12' 16" East along said right-of-way margin for a distance of 350.00 feet to a point on the West right-of-way margin of Anniston Avenue; thence run South 01° 37' 00" West along said right-of-way margin for a distance of 179.00 feet to a point; thence run North 88° 12' 16" for a distance of 140.00 feet to a point; thence run South 01° 37' 00" West for a distance of 179.00 feet to a point on the North right-of-way margin of Hickory Street; thence run North 88° 12' 16" West along said right-of-way margin for a distance of 210.00 feet to a point on the East right-of-way margin of Douglas Avenue; thence run North 01° 37' 00" East along said right-of-way margin for a distance of 188.00 feet to a point and back to the point of beginning.

Exhibit A-4

Other Debtor: Cullman POB Partners I, LLC, a Delaware limited liability company


Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between Cullman Regional Medical Center and Cullman POB Partners I, Ltd., dated March 18, 1994, and recorded in Book 429, Page 210, as amended by First Amendment to Ground Lease as recorded in Book 554, Page 832.

Other Property: Legal Description: Cullman POB 1

A tract or parcel of land being situated in the Southeast Quarter of the Northwest Quarter, Section 1, Township 10 South, Range 3 West, Cullman County, Alabama and being more particularly described as follows:

Commence at a found rebar marking the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 1 and run South 1 deg. 28'25 West, along the West line of said Quarter Quarter a distance of 1999.99 feet; thence run South 88 deg. 05'32 East a distance of 82.19 feet to the point of curvature of a curve to the left having a central angle of 57 deg. 52'51, a radius of 300.00 feet and a chord bearing of North 62 deg. 58'03 East; thence run along the arc of said curve a distance of 303.06 to the point of tangency; thence run North 34 deg. 01 '38 East a distance of 33.95 feet to the point of beginning; thence continue North 34 deg. 01 '38 East a distance of 11.90 feet to the point of curvature of a curve to the right having a central angle of 32 deg. 54'36, a radius of 136.50 feet and a chord bearing of North 50 deg. 28'52 East; thence run along the arc of said curve a distance of 78.40 feet to the point of a compound curve to the right having a central angle of 46 deg. 25'11, a radius of 100.00 feet and a chord bearing of South 89 deg. 51'14 East; thence run along the arc of said curve a distance of 81.02 feet to the point of tangency; thence run South 66 deg. 38'34 East a distance of 13.35 feet; thence run North 77 deg. 30'00 East a distance of 153.99 feet; thence run South 35 deg. 42'02 East a distance of 91.95 feet to the point of curvature of a curve to the right having a central angle of 48 deg. 11'48, a radius of 50.00 feet and a chord bearing of South 11 deg. 36'02 East; thence run along the arc of said curve a distance of 42.06 feet to the point of tangency; thence run South 12 deg. 29'57 West a distance of 101.60 feet; thence run North 88 deg. 29'47 West a distance of 261.23 feet to the point of curvature of a curve to the right having a central angle of 38 deg. 07'53, a radius of 83.50 feet and a chord bearing of North 69 deg. 25'47 West; thence run along the arc of said curve a distance of 55.57 feet to the point of tangency; thence run North 50 deg. 21 '47 West a distance of 22.44 feet to the point of curvature of a curve to the right having a central angle of 50 deg. 21 '49, a radius of 50.00 feet and a chord bearing of North 25 deg.10'54 West; thence run

  
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along the arc of said curve a distance of 43.95 feet to the point of tangency; thence run North 0 deg. 00'00 East a distance of 48.12 feet to the point of beginning.

Together with a non-exclusive easement for access, parking and utilities as contained in that certain Easement Agreement by and between Cullman Regional Medical Center and The Medical Clinic Board of the City of Cullman-Cullman Medical Park South, dated March 4, 1994 and recorded in Book 429, Page 190.



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Exhibit A-5

Other Debtor: Cullman POB II, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between Cullman Regional Medical Center and Cullman POB II, LLC, dated December 18, 1996, and recorded in Book 453, Page 689, as amended by First Amendment to Ground Lease as recorded in Book 554, Page 837.

Other Property: Legal Description: Cullman POB 2

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 1, Township 10 South, Range 3 West and proceed along the North line of said Section to the NE corner of the NE 1/4 of the NW 1/4; thence turn Southerly and proceed along the East line of the NE 1/4 of NW 1/4 a distance of 1609.9' to a point on the 1/4 line; thence turn 90° west and proceed 114.52 feet; a bearing of N 89° 49' 27" W to a point, 15' parallel to the proposed building face and the point of beginning thence proceed 110 feet N 14° 32' 51" W; thence proceed 96.5 feet, S 75° 27' 09" W, a bearing parallel to the North exterior face of the present hospital; thence proceed 41.33 feet N 14° 32' 51" W; thence proceed 58.0 feet, S 75° 27' 09" W; thence proceed 41.33 feet S 14° 32' 51" E; thence proceed 90.5 feet, S 75° 27' 09" W, thence proceed 8.12 feet, S 14° 32' 51" E; thence proceed 51.27 feet, S 75° 27' 09" W; thence proceed 15.0 feet S 14° 32' 51" E; thence proceed 10.96 feet, S 29° 30' 16" W; thence proceed 8.0 feet, S 14° 32' 51" E; thence proceed 11.75 feet, N 75° 27' 09" E; thence along a curve concave Southwesterly with a radius of 78.1 feet and an arc length 28.66 feet; thence proceed 11.75 feet S 75° 27' 09" W; thence proceed 8.0 feet S 14° 32' 51" E; thence proceed 10.28 feet S 59° 32' 51" E; thence proceed 12.29 feet S 12° 09' 31" W; thence proceed 1.75 feet, S 75° 27' 09" W; thence proceed 26.5 feet, S 14° 32' 51" E; thence proceed 204.11 feet, N 75° 27' 09" E, a bearing parallel to the south exterior face of the present hospital; thence proceed 10.25 feet N 14° 32' 51" W; thence proceed 99.78 feet, N 75° 27' 09" E to the point of beginning.

Also described as:

A tract or parcel of land being situated in the Southeast 1/4 of the Northwest 1/4, Section 1, Township 10 South, Range 3 West, Cullman County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the NW 1/4 of Section 1, Township 10 south, Range 3 West, Cullman County, Alabama; thence run along the North line of said Section to the NE corner of the NE 1/4 of the NW 1/4; thence run South 00°10'33" West along the East line of the NE 1/4 of NW 1/4 for a distance of 1609.9 feet to a point on the 1/4 line; thence run N 89° 49' 27" W for a distance of 114.52 feet to a point, said point being the True Point of Beginning;

thence run North 14°32'51" West for a distance of 110.00 feet to a point; thence run South 75°27'09" West for a distance of 96.50 feet to a point; thence run North 14°32'51" West for a distance of 41.33 feet to a point; thence run South 75°27'09" West for a distance of 58.00 feet to a point; thence run South 14°32'51" East for a distance of 41.33 feet to a point; thence run South 75°27'09" West for a distance of 90.50 feet to a point; thence run South 14°32'51" East for a distance of 8.12 feet to a point; thence run South 75°27'09" West for a distance of 51.27 feet to a point; thence run South 14°32'51" East for a distance of 15.00 feet to a point; thence run South 29°30'16" West for a distance of 10.96 feet to a point; thence run South 14°32'51" East for a distance of 8.00 feet to a point; thence run North 75°27'09" East for a distance of 11.75 feet to a point, said point being the point of a curve to the right having a radius of 78.10 feet and an arc distance of 38.66 feet; thence run along said curve to the right a chord bearing of South 14°33'36" East and a chord distance of 28.50 feet to a point; thence run South 75°27'09" West for a distance of 11.75 feet to a point; thence run South 14°32'51" East for a distance of 8.00 feet to a point; thence run South 59°32'51" East for a distance of 8.00 feet to a point; thence run South 12°09'31" West for a distance of 12.29 feet to a point; thence run South 75°27'09" West for a distance of 1.75 feet to a point; thence run South 14°32'51" East for a distance of 26.50 feet to a point; thence run North 75°27'09" East for a distance of 204.11 feet to a point; thence run North 14°32'51" West for a distance of 10.25 feet to a point; thence run North 75°27'09" East for a distance of 99.78 feet to a point and back to the True Point of beginning.

Together with a non-exclusive easement for access, parking and utilities as contained in that certain Easement Agreement by and between Cullman Regional Medical Center and The Medical Clinic Board of the City of Cullman-Cullman Medical Park South, dated January 3, 1997 and recorded in Book 454, Page 10.

Exhibit A-6

Other Debtor: Emerald Coast MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: Ground Lease Parcel as contained in the Lease and evidenced by Short Form Memorandum of Lease between Sacred Heart Hospital of Pensacola (d/b/a Sacred Heart Hospital on the Emerald Coast), a Florida not-for-profit corporation, Lessor, and Emerald Coast MOB, L.L.C., a Florida limited liability company, Lessee, as recorded in Official Records Book 2403, Page 431, and as amended by Amendment to Short Form Memorandum of Leases and Amendment to Ground Lease, recorded March 28, 2006 in Official Records Book 2713, page 2933, Public Records of Walton County, Florida.

Other Property: Legal Description: Emerald Coast Physicians' Plaza

A parcel of land lying in Section 25, Township 2 South, Range 21 West, Walton County, Florida, being more particularly described as follows:

Commence at a concrete monument found at the intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision, as recorded in Plat Book 2, at Page 4 of the public records of Walton County, Florida with the West right of way line of Mack Bayou Road (66' R/W); thence S 02°26'05" W along said West right of way line, a distance of 820.31 feet to a point; thence N 87°35'24" W leaving said West right of way line for a distance of 135.55 feet to the Point of Beginning; thence continue N 87°35'24" W for a distance of 210.97 feet to a point; thence N 02°24'36" E for a distance of 113.24 feet to a point; thence S 87°35'24" E for a distance of 161.94 feet to a point; thence N 02°24'36" E for a distance of 37.92 feet to a point; thence S 87°42'07" E for a distance of 49.03 feet to a point; thence S 02°24'36" W for a distance of 151.26 feet to the Point of Beginning.

Together with Easement as set forth in and described as Primary Easement Parcel in Declaration of Easement as recorded in Official Records Book 2403, Page 418, and as amended by Amendment to Declaration of Easement recorded March 28, 2006 in Official Records Book 2713, page 2938, Public Records of Walton County, Florida.

**Description of Primary Easement Parcel**

Commence at the Intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision of Section 25, Township 2 South, Range 21 West, Walton County, Florida with the West right of way line of Mack Bayou Road (right of way varies); thence go South 02 degrees 26 minutes 05 seconds West along the said West right of way line, a distance of 564.08 feet to the Point of Beginning; thence departing said right of way line go North 87 degrees 49 minutes 34 seconds West, a distance of 223.81 feet; thence go South 02 degrees 29 minutes 01 seconds West, a distance of 55.00 feet; thence go North 87 degrees 42 minutes 16 seconds West, a

distance of 99.22 feet; thence go North 00 degrees 00 minutes 00 seconds East, a distance of 17.50 feet; thence go North 90 degrees 00 minutes 00 seconds West, a distance of 35.96 feet; thence go South 01 degrees 00 minutes 42 seconds East, a distance of 113.81 feet; thence go South 02 degrees 29 minutes 01 seconds West, a distance of 115.00 feet; thence go South 13 degrees 23 minutes 46 seconds West, a distance of 160.05 feet; thence go South 00 degrees 06 minutes 53 seconds West, a distance of 67.37 feet; thence go South 87 degrees 10 minutes 02 seconds East, a distance of 129.59 feet; thence go North 11 degrees 56 minutes 39 seconds East, a distance of 47.14 feet; thence go South 78 degrees 02 minutes 58 seconds East, a distance of 226.16 feet; thence go North 02 degrees 26 minutes 05 seconds East, a distance of 129.08 feet; thence go North 24 degrees 31 minutes 08 seconds East, a distance of 53.96 feet; thence go North 02 degrees 26 minutes 05 seconds East, a distance of 306.08 feet to the Point of Beginning of the parcel herein described.

Less and except the following described parcel:

A parcel of land lying in Section 25, Township 2 South, Range 21 West, Walton County, Florida, being more particularly described as follows:

Commence at a concrete monument found at the intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision, as recorded in Plat Book 2, at Page 4 of the public records of Walton County, Florida with the West right of way line of Mack Bayou Road (66' R/W); thence S 02°26'05" W along said West right of way line, a distance of 820.31 feet to a point; thence N 87°35'24" W leaving said West right of way line for a distance of 135.55 feet to the Point of Beginning; thence continue N 87°35'24" W for a distance of 210.97 feet to a point; thence N 02°24'36" E for a distance of 113.24 feet to a point; thence S 87°35'24" E for a distance of 161.94 feet to a point; thence N 02°24'36" E for a distance of 37.92 feet to a point; thence S 87°42'07" E for a distance of 49.03 feet to a point; thence S 02°24'36" W for a distance of 151.26 feet to the Point of Beginning.

#### **(Description of Easement Parcel)**

Begin at the intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision of Section 25, Township 2 South Range 21 West, Walton County, Florida with the West right of way line of Mack Bayou Road (66 foot right of way); thence go S 02°26'05" W along said West right of way line, a distance of 1052.64 feet; thence go N 78°02'58" W, a distance of 246.73 feet; thence go S 11°56'39" W, a distance of 353.78 feet to a point of intersection with the North right of way line of Florida State Road 30 (U.S. Highway 98 - 100 foot wide right of way); thence go N 76°13'09" W along said North right of way line, a distance of 1003.87 feet to a found 4"x4" concrete monument. Licensed business number 2372, Buchanan and Harper (found monument 2372); thence go N 02°29'01" E, a distance of 468.02 feet to a found monument 2372; thence go S 79°36'11" E, a distance of 80.77 feet to a found monument 2372; thence go N 02°29'01" E, a distance of 514.52 feet to a found monument 2372; thence go N 87°42'07" W, a distance of 80.00 feet to a found monument 2372; thence go N 02°29'01" E, a distance of 183.51 feet to a St. Joe Paper Company Monument on the South line of the aforesaid

lot 43; thence go S 87°56'15" E on said South line, a distance of 1285.08 feet to the point of beginning. Said parcel lying in Section 25, Township 2 South, Range 21 West, Walton County, Florida.

Less and except the following described parcel:

A parcel of land lying in Section 25, Township 2 South, Range 21 West, Walton County, Florida, being more particularly described as follows:

Commence at a concrete monument found at the intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision, as recorded in Plat Book 2, at Page 4 of the public records of Walton County, Florida with the West right of way line of Mack Bayou Road (66' R/W); thence S 02°26'05" W along said West right of way line, a distance of 820.31 feet to a point; thence N 87°35'24" W leaving said West right of way line for a distance of 135.55 feet to the Point of Beginning; thence continue N 87°35'24" W for a distance of 210.97 feet to a point; thence N 02°24'36" E for a distance of 113.24 feet to a point; thence S 87°35'24" E for a distance of 161.94 feet to a point; thence N 02°24'36" E for a distance of 37.92 feet to a point; thence S 87°42'07" E for a distance of 49.03 feet to a point; thence S 02°24'36" W for a distance of 151.26 feet to the Point of Beginning.

Less and except any portion of the above-described real estate conveyed by St. Joe Paper Company to Gulf Power Company by deed dated January 10, 1993, recorded in Deed Book 122, at page 416, of the Public Records of Walton County, Florida.

Also less and except any portion of the above described real estate which has been conveyed to the State of Florida (Department of Transportation), or which has been taken by the State of Florida (Department of Transportation) by eminent domain proceedings.

Together with any and all right, title and interest, claim, easement, access, ingress or egress possessed by the St. Joe Paper Company in and to any portion of the above-described real estate conveyed by St. Joe Paper Company to Gulf Power Company by the Deed described hereinabove.

Less and except the following described parcel:

A parcel of land lying in Section 25, Township 2 South, Range 21 West, Walton County, Florida, being more particularly described as follows:

Commence at a concrete monument found at the intersection of the South line of Lot 43, Santa Rosa Plantation Company Subdivision, as recorded in Plat Book 2, Page 4, Public Records of Walton County, Florida with the West right of way line of Mack Bayou Road (66' R/W); thence South 02 degrees 26'05" West along said West right of way line, a distance of 825.31 feet to a point; thence North 87 degrees 35'24" West leaving said West right of way line for a distance of 130.55 feet to a point of beginning; thence continue North 87 degrees 35'24" West for a distance

of 220.97 feet to a point; thence North 02 degrees 24'36" East for a distance of 121.28 feet to a point; thence South 87 degrees 35'24" East for a distance of 161.94 feet to a point; thence North 02 degrees 24'36" East for a distance of 43.99 feet to a point; thence South 87 degrees 35'24" East for a distance of 59.03 feet to a point; thence South 02 degrees 24'36" West for a distance of 165.27 feet to the Point of Beginning.

Less and except any portion of the above-described real estate conveyed by St. Joe Paper Company to Gulf Power Company by deed dated January 10, 1993, recorded in Deed Book 122, at page 416, of the Public Records of Walton County, Florida.

Also less and except any portion of the above described real estate which has been conveyed to the State of Florida (Department of Transportation), or which has been taken by the State of Florida (Department of Transportation) by eminent domain proceedings.

Together with any and all right, title and interest, claim, easement, access, ingress or egress possessed by the St. Joe Paper Company in and to any portion of the above-described real estate conveyed by St. Joe Paper Company to Gulf Power Company by the Deed described hereinabove.



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Exhibit A-7

Other Debtor: HCP Family Medicine South MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between NSC 31, L.L.C., as Lessee to Brookwood Center Development Corporation, as Lessor dated October 16, 1998, filed for record October 20, 1998, in Instrument Number 1998-40834, in the Office of the Judge of Probate of Shelby County, Alabama; Assignment and Assumption of Tenant's interest in Ground Lease and Special Warranty Deed by and between NSC 31, LLC, an Alabama limited liability company and HCP Family Medicine South MOB, LLC, a Delaware limited liability company, dated January 4, 2006 and filed for record on January 10, 2006, and recorded under Instrument Number 2006011000017000 and under Instrument Number 2006011000017010.

Other Property: Legal Description: Family Medicine South

PARCEL A: (Leasehold)

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet; thence leaving said right of way run North 89° 58' 10" East, 62.48 feet; thence North 00° 01' 50" West, 9.86 feet to the point of beginning; thence North 89° 58' 10" East, 190.50 feet; thence North 00° 01' 50" West, 95.50 feet; thence South 89° 58' 10" West, 116.04 feet; thence North 37° 16' 22" West, 17.85 feet; thence South 67° 52' 18" West, 89.88 feet; thence South 49° 25' 47" East, 25.85 feet; thence South 00° 01' 50" East, 59.07 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL B: (Appurtenant Easement)

The non-exclusive easements granted to NSC 31, L.L.C. by the Declaration of Easement Agreement dated October 16, 1998 by and between Brookwood Center Development Corporation and NSC 31, L.L.C. , recorded as Instrument Number 1998-40833 in the Probate Office, over and across the following described property:

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the

Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the Section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet to the point of beginning; thence North 89° 58' 10" East, 308.75 feet; thence North 01° 39' 20" East, 127.59 feet; thence North 25° 57' 47" West, 220.98 feet to a point on the Southerly right of way of Yeager Parkway; thence Southwesterly along said right of way line on the arc of a curve concave Northwesterly, having a radius of 396.93 feet, an arc distance of 101.89 feet; thence leaving said right of way line, run South 12° 13' 36" East, 66.22 feet; thence South 77° 48' 48" West, 180.06 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 12° 06' 33" East, along said right of way line, 186.47 feet to the point of beginning.

LESS AND EXCEPT PARCEL "A" being more particularly described as follows:

A part of Lot 1, according to the Map of Pelham Professional Park as recorded in Map Book 31, page 86 in the Office of the Judge of Probate of Shelby County, Alabama located in the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows: From the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 53' 33" East along the Section line, 969.65 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence North 12° 00' 06" West along said right of way line, 428.12 feet; thence leaving said right of way run North 89° 58' 10" East, 62.48 feet; thence North 00° 01' 50" West, 9.86 feet to the point of beginning; thence North 89° 58' 10" East, 190.50 feet; thence North 00° 01' 50" West, 95.50 feet; thence South 89° 58' 10" West, 116.04 feet; thence North 37° 16' 22" West, 17.85 feet; thence South 67° 52' 18" West, 89.88 feet; thence South 49° 25' 47" East, 25.85 feet; thence South 00° 01' 50" East, 59.07 feet to the point of beginning; being situated in Shelby County, Alabama.

Exhibit A-8

Other Debtor: Kingsport MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain Memo of Lease of record in Deed Book 2036C, page 575 with First Amendment to Sub-Ground Lease and Declaration of Easements between Wellmont Health System, Lessor, and Kingsport MOB, L.L.C., Lessee, of record in Deed Book 2377C, page 454 and corrected and rerecorded in Deed Book 2380C, page 587 and First Amendment to Memorandum of Lease and Declaration of Easements between Wellmont Health System, Lessor, and Kingsport MOB, L.L.C., Lessee, of record in Deed Book 2377C, page 462 and corrected and rerecorded in Deed Book 2380C, page 595, and Second Amendment to Sub-Ground Lease and Declaration of Easements between Wellmont Health System, Lessor, and Kingsport MOB, LLC, Lessee, of record in Deed Book 2402C, page 0545.

Other Property: Legal Description: Kingsport Medical Office Plaza

Located in the City of Kingsport, 11th Civil District of Sullivan County, Tennessee:

Lease Parcel:

BEGINNING at a punch mark in concrete on the south right-of-way margin of Stone Drive (also known as U. S. Highway 11-W and State Route 1), common corner to M. Clyde Groseclose, Jr. (Deed Book 1266C, page 336) and Wellmont Health System Lease (Deed Book 1473C, page 624); thence through said Wellmont Health System, run S. 57° 25' 29" W., 100.82 feet to a point, said point being the TRUE POINT OF BEGINNING; thence run S. 10° 02' 47" W., 115.88 feet to a point; thence run N 79° 57' 13" W., 14.45 feet to a point; thence run S. 10° 24' 35" W., 69.06 feet to a point; thence run N. 79° 57' 13" W., 127.24 feet to a point; thence run N. 10° 24' 35" E., 76.87 feet to a point; thence run N. 79° 57' 13" W., 16.69 feet to a point; thence run N. 10° 02' 47" E., 33.45 feet to a point; thence run S. 79° 57' 13" E., 16.91 feet to a point; thence run N. 10° 24' 35" E., 6.64 feet to a point; thence run S. 79° 57' 13" E., 15.01 feet to a point; thence run N. 10° 24' 35" E., 67.98 feet to a point; thence run S. 79° 57' 13" E., 125.94 feet to a point and back to the TRUE POINT OF BEGINNING, containing 0.570 of an acre, more or less, as shown on survey by Derek L. Harvel, TRLS No. 2129, dated September 16, 2005 and revised October 4, 2005 and February 28, 2006.

Easement Parcel:

BEGINNING on a 1/2" metal rod found at the intersection of the southeasterly right-of-way line of Clinchfield Street and the southerly right-of-way line of Stone Drive (also known as U. S. Highway 11-W and State Route 1); thence with the southerly right-of-way line of said Stone Drive, S. 82° 26' 29" E., 1189.20 feet to a punch mark on concrete, corner to M. Clyde

Groseclose, Jr. (Deed Book 1266C, page 336); thence with said Groseclose the following two calls: 1) S. 12° 33' 17" E., 224.31 feet to a 5/8" metal rod; 2) N. 71° 16' 38" E., 164.01 feet to a 5/8" metal rod on the southwesterly right-of-way line of Gibson Mill Road; thence with said Gibson Mill Road, S. 35° 47' 09" E., 96.84 feet to a 5/8" metal rod, corner to City of Kingsport (Deed Book 147A, page 80); thence with said City of Kingsport in part, the northwesterly right-of-way of Lee Street in part, and City of Kingsport (Deed Book 75C, page 620), S. 56° 03' 16" W., 1036.51 feet to a metal fence post, corner to Rita Groseclose and others (Will Book 17, page 172); thence with said Groseclose the following four calls: 1) N. 48° 43' 32" W., 456.42 feet to a 1" metal pipe found beside of wood fence post, 2) N. 35° 11' 02" W., 618.16 feet to a flat iron found beside a wood post, 3) S. 65° 36' 55" W., 19.99 feet to a 1/2 " metal rod, 4) N. 33° 36' 10" W., 38.00 feet to a 1/2" metal rod on the southeasterly right-of-way line of Clinchfield Street; thence with said Clinchfield Street the following two calls: 1) N. 39° 42' 18" E., 121.71 feet to a railroad spike, 2) N. 54° 58' 49" E., 98.87 feet to the point of BEGINNING, containing 18.92 acres, more or less (excluding the 0.570 acre area for the medical office building lease boundary), as shown on survey by Derek L. Harvel, TRLS No. 2129, dated September 16, 2005 and revised October 4, 2005 and February 28, 2008. Reference is made to Memo of Lease and Declaration of Easements of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 2036C, page 575.

Included within the foregoing description of the Easement Parcel but expressly excluded there from are the following properties:

**(1) Holston Medical Group, P.C. Sub-Ground Lease Parcel**

BEGINNING at a point located North 21 deg. 36 min. 29 sec. East, a distance of 193.81 feet from the southeastern most corner of Tract One, M.C. Groseclose et al property. Deed Book 337A at Page 335, as leased by Wellmont Health System; thence with a new lease boundary line the following six calls, North 78 deg. 57 min. 20 sec. West, a distance of 230.00 feet to a point; thence North 11 deg. 02 min. 40 sec. East, a distance of 141.36 feet to a point; thence North 55 deg. 19 min. 10 sec. East, a distance of 79.87 feet to a point; thence with a non-tangential curve to the Left, a Radius of 125.00 feet, an Arc Length of 115.58 feet, a Chord Bearing of South 81 deg. 41 min. 16 sec. East, and a Chord Distance of 111.51 feet to a point; thence South 34 deg. 07 min. 02 sec. East, a distance of 88.65 feet to a point; thence South 11 deg. 02 min. 40 sec. West, a distance of 141.36 feet to the point of BEGINNING, containing 41,750.9 Sq. Ft., and being shown on map titled "Wellmont Health System Outpatient Facility and M.O.B." and shown as "30,000 Sq. Ft. Future M.O.B.", dated April 12, 2006, by John R. Mize, RLS, Mize & Associates Surveyors, Blountville, Tennessee.

**(2) The area occupied by the footprint of the Holston Valley Outpatient Center.**


  
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Exhibit A-9

Other Debtor: Crestview Med Building, LLC, a Delaware limited liability company

Other Security Instrument: Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Other Property: Legal Description: Physicians Medical Plaza

Lot 1, Block 600, Crescent Park – Phase One, a subdivision in Sections 29 and 20, Township 3 North, Range 23 West, Okaloosa County, Florida, according to the Plat thereof as recorded in Plat Book 18, Page 85, of the Public Records of Okaloosa County, Florida

Exhibit A-10

Other Debtor: SHHMOB Pensacola, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: A Leasehold Estate in favor of SHHMOB, Pensacola, LLC, a Delaware limited liability company, formerly known SHHMOB Pensacola, Ltd. A Florida partnership, as set forth in Lease Agreement February 1, 1999 and recorded in Official Records Book 4368, Page 502, on the following described property:

Other Property: Legal Description: Sacred Heart MOB

Commence at the Northeast corner of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; thence proceed North 63 degrees 40'00" West along the North line of said Section 33 a distance of 1853.86 feet to the Westerly right of way line of Ninth Avenue (SR. 289 100' R/W); thence proceed South 42 degrees 32'00" West along said Westerly right of way for a distance of 3450.42 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 1731.95 feet and a delta angle of 13 degrees 43'02"; thence Southwesterly along the arc of said curve for an arc distance of 414.65 feet (chord distance of 413.66 feet, chord bearing of South 35 degrees 40'29" West); thence South 89 degrees 48'46" West for a distance of 169.55 feet for the Point of Beginning. Thence North 00 degrees 06'20" East for a distance of 127.83 feet; thence South 89 degrees 53'40" East for a distance of 5.26 feet to a point on a non-tangent circular curve concave to the West, having a radius of 93.47 feet and a delta angle of 45 degrees 38'18"; thence Northeasterly along the arc of said curve for an arc distance of 74.45 feet (chord distance of 72.50 feet and chord bearing of North 00 degrees 06'20" East); thence North 89 degrees 53'40" West for a distance of 35.05 feet; thence North 00 degrees 06'20" East for a distance of 105.20 feet; thence North 89 degrees 53'40" West for a distance of 136.50 feet; thence South 00 degrees 06'20" West for a distance of 117.45 feet; thence North 89 degrees 53'40" West for a distance of 76.40 feet; thence South 00 degrees 06'20" West for a distance of 38.00 feet; thence South 89 degrees 53'40" East for a distance of 46.40 feet; thence South 00 degrees 06'20" West for a distance of 67.05 feet; thence South 89 degrees 53'40" East for a distance of 60.19 feet; thence South 00 degrees 06'20" West for a distance of 95.00 feet; thence South 89 degrees 53'40" East for a distance of 136.10 feet; thence North 00 degrees 06'20" East for a distance of 11.97 feet to the Point of Beginning. All lying and being in Sections 33 and 50, Township 1 South, Range 30 West, Escambia County, Florida.

Together with an non-exclusive easements for access, utilities, drainage and parking, as set forth in and granted by Declaration of Easement recorded in Official Records Book 4368, page 506, Public Records of Escambia County, Florida, over and across the following parcel of property:

Commence at the Northeast corner of Section 33, Township 1 South, Range 30 West Escambia County, Florida; thence proceed North 63 degrees 40'00" West along the North line of said

Section 33 a distance of 1853.86 feet to the Westerly right of way line of Ninth Avenue (S.R. 289 100' R/W); thence proceed South 42 degrees 32'00" West along said Westerly right of way for a distance of 3302.02 feet for the Point of Beginning. Thence continue South 42 degrees 32'00" West along said Westerly right of way for a distance of 148.40 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 1731.95 feet and a delta angle of 13 degrees 43'02"; thence Southwesterly along the arc of said curve for an arc distance of 414.65 feet (chord distance of 413.66 feet, chord bearing of South 35 degrees 40'29" West); thence South 89 degrees 48'46" West for a distance of 169.55 feet; thence North 00 degrees 06'20" East for a distance of 127.83 feet; thence South 89 degrees 53'40" East for a distance of 5.26 feet to a point on a non-tangent circular curve concave to the West, having a radius of 93.47 feet and a delta angle of 45 degrees 38'18"; thence Northeasterly along the arc of said curve for an arc distance of 74.45 feet (chord distance of 72.50 feet and chord bearing of North 00 degrees 06'20" East); thence North 89 degrees 53'40" West for a distance of 35.05 feet; thence North 00 degrees 06'20" East for a distance of 105.20 feet; thence North 89 degrees 53'40" West for a distance of 136.50 feet; thence South 00 degrees 06'20" West for a distance of 8.16 feet; thence North 73 degrees 10'19" West for a distance of 27.79 feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 34.00 feet and a delta angle of 72 degrees 59'04"; thence Northwesterly along the arc of said curve for an arc distance of 43.31 feet (chord distance of 40.44 feet, chord bearing of North 36 degrees 40'46" West) to the point of tangency; thence North 00 degrees 11'14" West for a distance of 5.28 feet to the Point of curvature of a circular curve concave to the Southwest, having a radius of 13.00 feet and a delta angle of 90 degrees 00'00"; thence Northwesterly along the arc of said curve for an arc distance of 20.42 feet (chord distance of 18.38 feet, chord bearing of North 45 degrees 11'14" West) to the point of tangency; thence South 89 degrees 48'46" West for a distance of 275.58 feet; thence North 00 degrees 11'14" West for a distance of 253.78 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 46.00 feet and a delta angle of 90 degrees 00'00"; thence Northeasterly along the arc of said curve for an arc distance of 72.26 feet (chord distance of 65.05 feet and chord bearing of North 44 degrees 48'46" East) to the point of tangency; thence North 89 degrees 48'46" East for a distance of 8.08 feet; thence North 00 degrees 11'14" West for a distance of 57.88 feet; thence North 89 degrees 48'42" East for a distance of 418.00 feet; thence South 00 degrees 11'14" East for a distance of 189.31 feet; thence South 88 degrees 02'3" East for a distance of 343.07 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 147.00 feet and a delta angle of 49 degrees 29'01"; thence Southeasterly along the arc of said curve for an arc distance of 126.96 feet (chord distance of 123.05 feet, chord bearing of South 70 degrees 55'04" East); thence North 72 degrees 10'56" East for a distance of 89.87 feet to the Point of Beginning.

All lying and being in Sections 33 and 50, Township 1 South, Range 30 West, Escambia County, Florida.

Exhibit A-11

Other Debtor: HCP Shelby MOB, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: Ground Lease and Special Warranty Deed between TST Houston L.P., a Texas limited partnership and HCP Shelby MOB, LLC, a Delaware limited partnership recorded in Instrument #2006-10021 in the Probate Office of Shelby County, Alabama.

Other Property: Legal Description: Shelby Physicians' Center

Ground Lease: A parcel of land situated in Shelby County, Alabama, being the same parcel as set out in that certain Assignment and Assumption of Tenant's Interest in Ground Lease and Special Warranty Deed between TST Houston L.P., a Texas limited partnership and HCP Shelby MOB, LLC, a Delaware limited partnership recorded in Instrument #2006-10021 in the Probate Office of Shelby County, Alabama.

Other Property: Legal Description: Shelby Physicians' Center

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in an Easterly direction along the North line of said quarter-quarter line a distance of 316.16 feet to a point; thence deflect 88 degrees 34 minutes 47 seconds and run to the right and in a Southerly direction a distance of 262.86 feet to a point; thence deflect 43 degrees 11 minutes 19 seconds and run to the left and in a South-Easterly direction a distance of 86.47 feet to the point of beginning of the herein described parcel; thence deflect 50 degrees 35 minutes 59 seconds and run to the right and in a Southerly direction a distance of 120.67 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds and run to the right and in a Westerly direction a distance of 184.00 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds and run to the right and in a Northerly direction a distance of 120.67 feet to a point; thence turn an angle of 90 degrees 00 minutes 00 seconds and run to the right and in an Easterly direction a distance of 184.00 feet to the point of beginning of the herein described parcel. Situated in Shelby County, Alabama.

Also the following non-exclusive easements as set out in Access, Ingress, Parking and Utility Easements and Restrictions Agreement in Instrument #2002-20925

ACCESS EASEMENT NO. 1

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the bearing of the North line of said 1/4-1/4 Section a distance of 14.33 feet to a point on a curve to the left having a central angle of 2 degrees 37 minutes 54 seconds and a radius of

5629.58 feet, said point also being on the Easterly right of way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and right of way a distance of 258.58 feet to the point of beginning of the herein described access easement; thence deflect 95 degrees 08 minutes 59 seconds from the tangent of said curve and run to the left in a Northeasterly direction a distance of 147.08 feet to a point; thence turn an interior angle of 180 degrees 36 minutes 31 seconds and run in an Easterly direction a distance of 227.72 feet to a point; thence turn an interior angle of 85 degrees 15 minutes 31 seconds and run in a Southerly direction a distance of 56.71 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance of 60.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northerly direction a distance of 20.63 feet to a point; thence turn an interior angle of 274 degrees 44 minutes 29 seconds and run in a Westerly direction a distance of 104.19 feet to a point; thence turn an interior angle of 175 degrees 24 minutes 19 seconds and run in a Northwesterly direction a distance of 84.96 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 244.23 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction a distance of 87.87 feet to a point; thence turn an interior angle of 135 degrees 00 minutes 00 seconds and run in a Northwesterly direction a distance of 54.41 feet to a point, said point being on the Easterly right of way line of U.S. Highway 31; thence turn an interior angle of 135 degrees 03 minutes 20 seconds and run in a Northerly direction along said right of way a distance of 101.81 feet to a point on a curve to the right, having a central angle of 1 degree 13 minutes 08 seconds and a radius of 5629.58 feet; thence continue along the arc of said curve and said right of way a distance of 119.77 feet to the point of beginning of said easement, situated in Shelby County, Alabama.

#### ACCESS EASEMENT NO. 2 (Walkway)

Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 316.16 feet to a point; thence deflect 78 degrees 14 minutes 10 seconds to the right and run in a Southeasterly direction a distance of 331.53 feet to a point; thence deflect 17 degrees 41 minutes 19 seconds to the right and run in a Southerly direction a distance of 115.0 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the right and run in a Westerly direction a distance of 95.48 feet to the Point of Beginning of the herein described access easement; thence deflect 90 degrees 00 minutes 00 seconds to the left and run in a Southerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Westerly direction a distance of 15.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in a Northerly direction a distance of 31.48 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run in an Easterly direction a distance of 15.00 feet to the Point of Beginning of the herein described easement. Shelby County, Alabama.

#### Sanitary Sewer Easement

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 51 minutes 02 seconds and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 378.35 feet to a point; thence continue on the tangent of said curve and said right of way a distance of 135.11 feet to the Point of Beginning of a 10 foot Sanitary Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline: thence deflect 95 degrees 37 minutes 52 seconds to the left and run in a Northeasterly direction a distance of 241.85 feet to a point; thence deflect 84 degrees 10 minutes 00 seconds to the left and run in a Northerly direction a distance of 84.57 feet to a point; thence deflect 89 degrees 51 minutes 56 seconds to the right and run in an Easterly direction a distance of 128.00 feet to the endpoint of said easement, Shelby County, Alabama.

#### GAS AND WATER LINE EASEMENT

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 09 minutes 31 seconds and a radius of 5629.58 feet, said point also being on the Easterly right of way of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run along the arc of said curve and right of way in a Southerly direction a distance of 310.35 feet to the Point of Beginning of the centerline of a 20 foot easement lying 10 feet each side of, parallel to and abutting the following described line:

Thence deflect 90 degrees 00 minutes 00 seconds from the tangent of the last described curve and run in an Easterly direction a distance of 42.89 feet to a point; thence deflect 64 degrees 43 minutes 38 seconds to the left and in a Northeasterly direction a distance of 45.19 feet to a point; thence deflect 59 degrees 14 minutes 55 seconds to the right and run in an Easterly direction a distance of 379.07 feet to a point; thence deflect 94 degrees 26 minutes 20 seconds to the right and run in a Southerly direction a distance of 39.55 feet to the end point of said easement, Shelby County, Alabama.

#### STORM SEWER EASEMENT

Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West and run in a Westerly direction a distance of 14.33 feet to a point on a curve to the left having a central angle of 3 degrees 06 minutes 02 seconds and a radius of 5629.58 feet, said point also being on the Easterly right-of-way line of U.S. Highway 31; thence deflect 80 degrees 09 minutes 10 seconds to the left to the tangent of said curve and run in a Southerly direction along the arc of said curve and said right of way a distance of 304.65 feet to the Point of Beginning of a 10 foot Storm Sewer Easement, lying 5 feet each side of, parallel to and abutting the following described centerline; thence deflect 62 degrees 15 minutes

23 seconds to the left and run in an Easterly direction a distance of 256.00 feet to a point; thence deflect 27 degrees 32 minutes 41 seconds to the left and run in a Southeasterly direction a distance of 68.03 feet to a point; thence deflect 90 degrees 00 minutes 00 seconds to the left and run in a Northerly direction a distance of 21.32 feet to the Endpoint of said easement, Shelby County, Alabama.

All paved parking spaces located on the Hospital Campus within 400 feet of the insured tract, as set out in Access, Ingress, Egress, Parking and Utilities Easements and Restrictions Agreement in Instrument #2002-20925.

Exhibit A-12

Other Debtor: Huntsville MOB, LLC, a Delaware limited liability company

Other Security Instrument: Mortgage, Assignment of Rents, Security Agreement and Fixture Filing

Other Property: Legal Description: The Women's Pavilion

Unit 1 of the Plaza Medical Office Building Condominium, a Leasehold Condominium created pursuant to that certain Declaration of Leasehold Condominium of the Plaza, a medical office building condominium (the Declaration), recorded in the Office of the Judge of Probate of Madison County, Alabama in Condominium Book 5 beginning at Page 320 to which Declaration plans and plats are attached and filed for record in Plat Book 47, Pages 22 and 23, in said Probate Office, together with an undivided 84.1955% interest in the Common Elements.

Together with rights acquired under that certain Declaration of Easement filed for record with the Judge of Probate of Madison County, Alabama, in Deed Book 1035 at Page 965, as amended by that certain First Amendment to Declaration of Easement recorded with the Judge of Probate of Madison County, Alabama, in Deed Book 1066 at Page 172.

Exhibit A-13

Other Debtor: Hattiesburg Med Building, LLC, a Delaware limited liability company

Other Security Instrument: Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing

Ground Lease: The leasehold estate created by that certain lease by and between Wesley Health System, LLC and Hattiesburg Med Building, LLC, dated February, 19, 2003, as evidenced by Memorandum of Ground Lease by and between Wesley Health System, LLC and Hattiesburg Med Building, LLC, dated May 20, 2003, recorded in Book 161, Page 153, in the Office of the Chancery Clerk of Lamar County, Mississippi.

Other Property: Legal Description: Wesley Medical Plaza

Parcel 1

A tract of land situated and being a part of Lot # 33 of the Methodist Medical Park 3rd Addition Subdivision, Lamar County, Mississippi, being more particularly described as follows:

Commence at the Northeast Corner of Lot # 33 of the Methodist Medical Park 3rd Addition Subdivision, Lamar County, Mississippi, as per the Map or Plat thereof on file in the office of the Chancery Clerk of the Courthouse at Purvis, Lamar County, Mississippi, thence run South 01 degrees 04 minutes 22 seconds East for a distance of 455.44 feet to a point; thence run West for a distance of 419.88 feet to a point, said point being the True Point of Beginning; thence run South for a distance of 45.92 feet to a point; thence run East for a distance of 31.00 feet to a point; thence run South for a distance of 33.00 feet to a point; thence run West for a distance of 31.00 feet to a point; thence run South for a distance of 33.75 feet to a point; thence run West for a distance of 42.67 feet to a point; thence run South for a distance of 2.00 feet to a point; thence run West for a distance of 11.00 feet to a point; thence run south for a distance of 13.00 feet to a point; thence run West for a distance of 28.00 feet to a point; thence run North for a distance of 13.00 feet to a point; thence run West for a distance of 11.00 feet to a point; thence run North for a distance of 2.00 feet to a point; thence run West for a distance of 62.67 feet to a point; thence run North for a distance of 112.67 to a point; thence run East for a distance of 155.34 feet to a point and back to the True Point of Beginning.

Parcel 2

Together with the parking Easement described in Declaration of Covenants, Restrictions and Easements, dated February 19, 2003, and recorded in Book 16-C at page 625 and being more particularly described as follows:

Commence at an iron pipe at the Northeast Cornet of Lot 33 of the Methodist Medical Park 3rd Additional Subdivision as per the Map or Plat thereof on file in the Office of the Chancery Clerk

in the Courthouse at Purvis, Lamar County, Mississippi and run South 01 degree 04 minutes 22 seconds East for 377.59 feet; thence run West for 279.95 feet to a 1/2 inch rebar and the point of beginning.

From the point of beginning run South for 272.51 feet to a 1 inch pipe at the North right of way line of Franklin paved public road; thence run Southwesterly along said North right of way line and along the arc of a curve which curves to the right and has a radius of 225.00 feet, a long chord of North 84 degrees 48 minutes 06 seconds West for 446.40 feet, for an arc length of 649.92 feet to a 1/2 inch rebar at the East right of way line of said Franklin paved public road; thence run North 02 degrees 03 minutes 06 seconds West along said East right of way line for 232.21 feet to a 1/2 inch rebar; thence run East for 452.88 feet back to the point of beginning.

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