

SCHEDULE 1

Figure 1

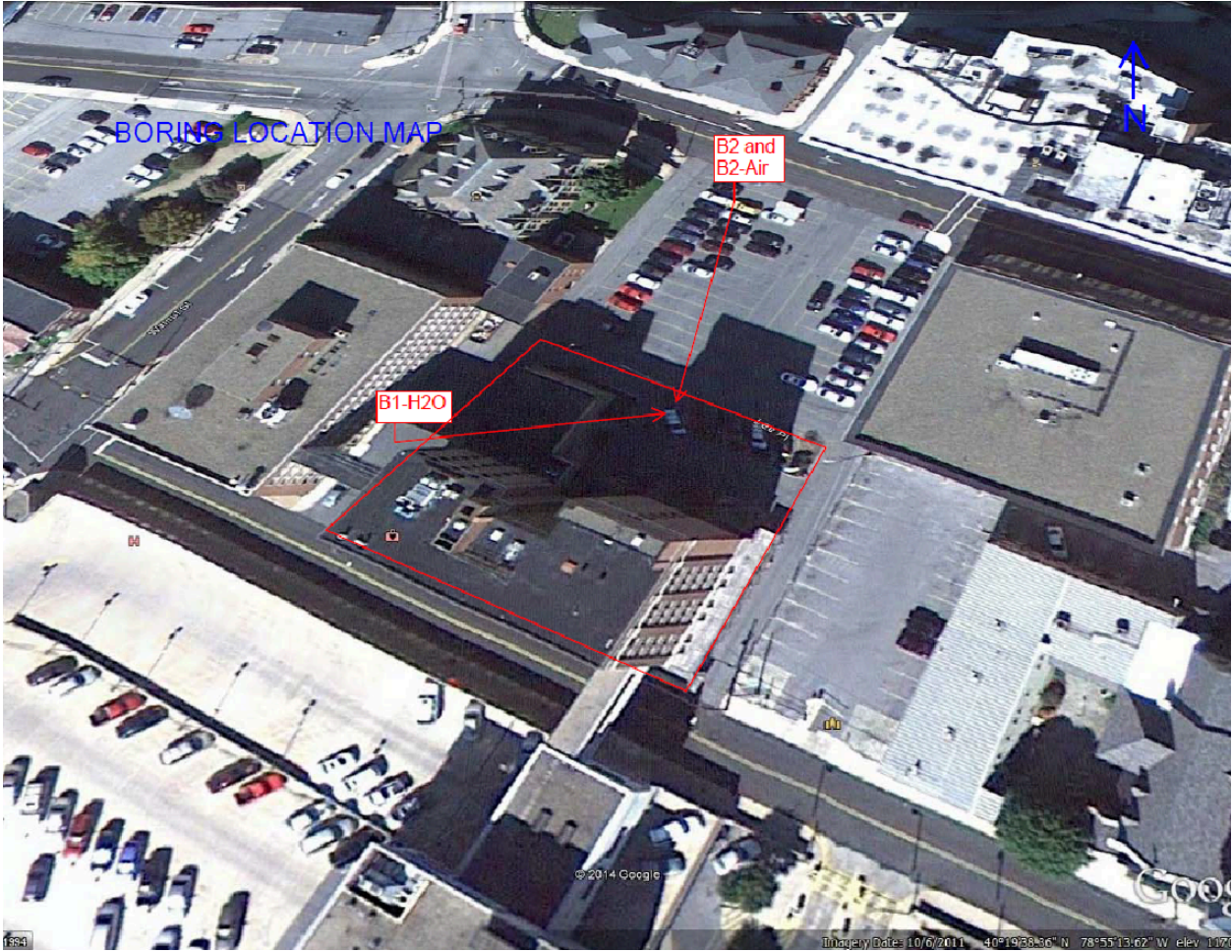


EXHIBIT B

The Use Restrictions

The following provision shall be included in Seller's Deed:

1. Grantor is the owner of certain real estate located in the City of _____, County of _____, State of _____, as more particularly described as follows:

[Legal description for Conemaugh Memorial Medical Center to be inserted]

(the "**Hospital Land**") on which Grantor operates an acute care hospital and other related improvements (the improvements and Hospital Land being collectively referred to as the "**Hospital Property**"). Grantor and Grantee desire that the use of the Property (as defined on page ___ of the Deed to which this Exhibit ___ is attached) complement and not conflict with the use of the Hospital Land and, therefore agree that the Property is hereby subject to the restrictions set forth herein.

2. As used herein, the following terms shall have the following meanings:

(a) "**Property Owner**" shall mean any Person that is the owner of record fee simple title to the Property, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Property leases all or any part of the Property to another Person for a term of twenty (20) years or more pursuant to a lease, which lease or a memorandum thereof is recorded, then until the expiration or termination of the term of such lease, "Property Owner" shall also include the then-current tenant under such lease.

(b) "**Hospital Land Owner**" shall mean any Person that is the owner of record fee simple title to the Hospital Land, but only during and with respect to the period of such Person's ownership; provided, however, if there is ever more than one owner of the Hospital Land as a result of conveyances of outparcels or through subdivisions of the Hospital Land, the term "Hospital Land Owner" shall mean the Person who is then operating the acute care hospital on the Hospital Land.

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

3. Grantor hereby declares and Grantee agrees that the Property may not be used for any of the following uses or services (collectively, the "**Prohibited Uses**"): (a) an acute care hospital, medical surgical or specialty hospital or any other health care facility that has facilities for overnight accommodation of patients; (b) a rehabilitation center; (c) a skilled nursing facility; (d) an outpatient or inpatient surgery center or similar facility providing surgery services; (e) an oncology center; (f) an emergency care center; (g) home health services; (h) a pharmacy; (i) a birthing center; (j) a physical therapy center; (k) any form of testing for diagnostic or therapeutic purposes; (l) provision or operation of medical laboratory services, including, without limitation, commercial, reference laboratories; (m) any form of diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging); (n) radiation therapy; (o) respiratory therapy services; (p) outpatient or inpatient birthing services; (q) a health maintenance organization or similar direct care provider; (r) an urgent care center; (s) inhalation therapy services; or (t)

any form of infusion therapy services. Grantor declares and Grantee agrees that the Property may not be used for the installation, placement or display of any signage advertising the name or business of any Person that owns, operates or manages any business that provides or offers any of the healthcare services within the definition of Prohibited Uses herein (such Person being referred to hereinafter as a “**Hospital Competitor**”).

4. Hospital Land Owner shall have the right to enforce the terms, covenants and restrictions hereof. Enforcement may be made by prosecuting any proceeding against the party or parties violating or attempting to violate the terms, covenants and restrictions hereof. This right of enforcement shall include the right to recover damages and/or to seek injunctive relief to prevent the violation. The remedies specified herein are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation or breach of the covenants and restrictions. In any proceeding for the enforcement of any of the provisions hereof or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the court in that proceeding. No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any of the provisions hereof shall be held to be a waiver by such party of, or an estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different violation. No provision hereof shall be construed so as to place upon Hospital Land Owner or any other aggrieved party any duty to take any action to enforce the provisions hereof.

5. The provisions hereof shall remain in effect and be enforceable for a period of fifty (50) years after the recording of this Deed (the “Restriction Period”), at which time the provisions hereof shall terminate, lapse and be of no further effect.

6. The restrictions declared and created herein and the various terms and conditions set forth herein shall be (i) covenants running with the land and (ii) inure to the benefit of the Hospital Land Owner and its successors and assigns and all those claiming by, through or under such owner or its successors and assigns.