

## EXHIBIT B

### The Use Restrictions

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

Being all of Blocks 130, 131 and 132 in Clark County, Indiana and being designated as Tax Parcel No. 10-19-00-102-224.000-010. (1220 Missouri Avenue, Jeffersonville, IN)

(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 1 of the Deed to which this Exhibit B is attached) to 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 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 the provision or delivery of any healthcare related services, including, without limitation, the following 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) an extended care facility or nursing home; (d) an outpatient or inpatient surgery center; (e) an oncology center; (f) an emergency care center; (g) a home health service; (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 surgery services; (q) outpatient or inpatient birthing services; (r) home health services; (s) a health maintenance organization or similar direct care provider; or (t) inhalation therapy services.



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 until the date 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.