

This instrument prepared by:

ERIC COFFMAN
DUNAY, MISKEL & BACKMAN, LLP
14 S.E. 4TH STREET, #36
BOCA RATON, FLORIDA 33432

RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made this day of AUGUST 19, 2022 ("**Effective Date**"), between LOTIS WELLINGTON, LLC, a Florida limited liability company, with a mailing address of 2300 Glades Road, Suite 202E, Boca Raton, Florida, 33431 ("**Lotis**"), and WELLINGTON REGIONAL MEDICAL CENTER, LLC, a Florida limited liability company (f/k/a WELLINGTON REGIONAL MEDICAL CENTER, INCORPORATED, a Florida corporation, ("**WRMC**")), whose mailing address is 367 S. Gulph Rd, King of Prussia, PA 19406.

WHEREAS, Lotis is the fee simple owner of that certain real property located in Wellington, Florida (the "Lotis Parcel"), as is more particularly described on Exhibit "A" attached hereto and shown on the Site Plan which is attached hereto as Exhibit "C" (the "**Site Plan**"); and

WHEREAS, WRMC is the fee simple owner of the real property located adjacent to the Lotis Parcel as is more particularly described on Exhibit "B" attached hereto and shown on the Site Plan, (the "WRMC Parcel"). The Lotis Parcel and the WRMC Parcel are sometimes individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**"; and

WHEREAS, the Parties desire to grant to each other a perpetual, non-exclusive reciprocal access easement as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions.** For all purposes of this Agreement, except as otherwise expressly required or unless the context clearly indicates a contrary intent:

(a) "**Critical Connection Points**" mean those three curb cuts connecting the Parcels as depicted on the Site Plan and labeled "Vehicle Critical Connection Point" and "Pedestrian Critical Connection Point".

(b) "**Occupant**" means all Person from time to time entitled to the use and occupancy of any portion of improvements on a Parcel under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

(c) "**Owner**" or "**Owners**" means Lotis and WRMC and any and all successors or assigns of such Parties as the owner or owners of fee simple title to all or any portion of the either

Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any leasehold, lien or encumbrance on such real property.

(d) **"Permittee"** means all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants or an Owner, insofar as their activities relate to the intended development, use and occupancy of a Parcel.

(e) **"Person"** means any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or governmental authority.

3. **Grant of Cross Access Easement.**

(a) The Parties hereby grant and convey to each other for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive, perpetual ingress, egress and access easement for the purpose of providing access, passage and accommodation of pedestrians and vehicles over, across and through the Critical Connection Points between the Parcels and those associated access roads, driveways, drive aisles and walkways now or hereafter located on the Parcels from time to time (collectively the **"drive aisles"**) as may be necessary to provide access to and from Florida State Road 7 (U.S. Highway 441) and Medical Park Boulevard on the WRMC Parcel, and to and from Florida State Road 7 (U.S. Highway 441) and the North/South and East/West drives on the Lotis Parcel (to be named Lapis Land and Solaro Boulevard respectively), together with the right and non-exclusive easement to perform (or cause to be performed) such maintenance, repairs, replacements (if necessary), and other work as may be necessary to tie-into and ensure that the Critical Connection Points between the Parcels remain at all times in good condition and repair (collectively, the **"Cross Access Easement"**). The Cross Access Easement will be appurtenant to and for the benefit of each Parcel, and will be binding on, enforceable against and burden each Owner, subject to the terms and provisions as hereinafter set forth in this Agreement.

(b) There will be maintained between the Critical Connection Points and associated drive aisles (collectively, the **"Access Improvements"**) a generally smooth and level grade transition (taking into account, however, the natural undulation and slope of the Parcels) to allow the use of the Critical Connection Points for pedestrian and vehicular ingress and egress, all with reasonable wear and tear and damage by casualty, condemnation and any force majeure event excepted.

(c) Each Parcel shall maintain direct access to a public right-of-way and the Cross Access Easement created herein shall not serve as the sole means of access to either Parcel. No utility easements or similar utility rights are conferred. No public dedication or right is created. Each Owner may preclude or limit access to certain areas provided the right of "through-travel" is not impaired. Each Owner shall be responsible for maintaining the Cross Access Easement and Access Improvements located on its respective Parcel(s) in accordance with the community standards for similar commercial and/or residential developments. No Owner responsible for any maintenance under this Agreement shall be liable for any loss or damage caused by inconvenience, disturbance, loss of business or other annoyance arising from or related to the performance of such maintenance activities, nor its own negligence, except where such loss or damage results from the gross negligence or intentional misconduct of said Owner or its agents, employees or contractors. Notwithstanding the foregoing, each Owner shall use commercially reasonable efforts to ensure that all maintenance activities undertaken by such Owner and its agent, employees and contractors are conducted in a manner to minimize any inconvenience, disturbance, loss of business or other

annoyance to the non-performing Owner, and in a manner consistent with accepted maintenance practices in the vicinity of the Parcels, and all applicable laws, ordinances, rules and regulations.

(d) Each Owner reserves the right and privilege to use and occupy, and to grant others the right to use and occupy their respective Parcel(s) for any use which does not impair the purposes for which the Cross Access Easement was granted.

(e) Neither Owner, nor any Permittee may utilize the Cross Access Easement in a way that interferes with the use thereof by any other Owner or Permittee. Any obstructions or impediments to the use of the Cross Access Easement may be removed, without notice, by the either Owner and the cost of such removal shall be born by Owner causing or responsible for such obstruction.

(f) This Agreement shall not be modified or released without first obtaining written consent by the Village of Wellington.

(g) The Parties acknowledge that WRMC, UNIVERSAL HEALTH REALTY INCOME TRUST and WRMC III Properties, LLLP previously entered into that certain Declaration of Easement Agreement dated as of December 2, 2005 and recorded in Official Records Book 19676, Page 1425, Public Records of Palm Beach County, Florida, as amended by First Amendment to Declaration of Easement Agreement dated as of November 20, 2006 and recorded in Official Records Book 21146, Page 236, Public Records of Palm Beach County, Florida (the "**Declaration**"), and the parties thereto have certain access easement rights as more particularly described therein. Nothing contained in this Agreement shall be deemed to limit those collective easement rights as are provided in the Declaration.

4. **General Limitations on Access Easement.**

(a) Interference with Traffic. Except for (i) temporary closing for emergencies, maintenance, repair and replacement work, (ii) a force majeure event, or (iii) as may be necessary to avoid public dedication thereof, no obstruction will be placed in any manner which unreasonably interferes with or blocks the free flow of vehicular and pedestrian traffic across the Access Improvements.

(b) Relocation of Critical Connection Points. No Owner is permitted to relocate any of the Critical Connection Points without the prior written consent of the other Owner (such consent not to be unreasonably withheld, conditioned or delayed).

5. **Covenants Running with the Land.** The Parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land, including with the Parcels into which the same may be subdivided or further divided or set apart by grant, mortgage, subdivision or otherwise, and will inure to the benefit of and be binding upon the Parties and their respective grantees, successors, and assigns. Any fee simple title Owner of a Parcel or portion thereof will automatically be deemed, by acceptance of the title of such Parcel or any part thereof, to have assumed all obligations of this Agreement relating thereto, and to have agreed with then Owner(s) of all Parcels to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Agreement, and any instrument(s) of conveyance to such Owner will be deemed to incorporate the provisions of this Agreement by reference, whether or not a specific reference to this Agreement is contained therein.

6. **Insurance.** Each Owner shall cause to be maintained, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general liability insurance and property damage insurance, including a contractual liability endorsement, and personal injury liability coverage, from one or more responsible insurance companies licensed to do business in the State of Florida, which includes coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the Access Easement and an Owner's use thereof, with single limit coverage of at least \$2,000,000.00. Each Owner will cause the other Owner to be named as additional insureds on its insurance policies. The Owners will furnish to each other within ten (10) days following written request: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to the other Owner; and (b) proof of payment of the insurance premium.

7. **Remedies and Enforcements.**

(a) **Nonperformance.** In the event that any Owner shall be in breach or default of any of its respective obligations hereunder, and if any such breach or default remains uncured following the expiration of thirty (30) days after written notice from the other Owner specifying such breach or default in reasonable detail, or if such default (other than a default arising from the failure to pay any amount due hereunder) is of a nature that it cannot be completely remedied within 30 days, such longer period as may be reasonably required so long as the defaulting Owner has commenced the remedy within such 30-day period and is thereafter diligently prosecuting the remedy to completion (and, in all events, fully completes the remedy within an additional 60 days), then the other Owner may, as its sole and exclusive remedies, but without any obligation to do so, (a) pay any unpaid sum, or (b) perform such work as may be necessary to cure the nonperformance or restore the applicable property or improvements to the required condition.

(b) **Reimbursement.** The non-performing Owner shall reimburse such other Owner for all reasonable out-of-pocket expenses actually incurred to unaffiliated third parties in connection with any payment or performance of work made under Section 7(a) above, in each case within ten (10) business days after such other Owner provides an itemized statement of such costs and expenses that are incurred, together with receipts or other reasonable evidence of expenditures. If the non-performing Owner should fail to reimburse the performing Owner entitled to such reimbursement in accordance with this Section 7, then until such full reimbursement occurs, the performing Owner entitled to such reimbursement will be entitled to collect interest at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) for all such sums paid and expended in accordance with the terms of this Section 7.

8. **Limitation of Damages.** IN NO EVENT WILL ANY OWNER OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER OWNER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

9. **Indemnification.** Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Parcel owned by each indemnifying Owner in connection with use of the Access Easement or the exercise of any other rights granted to an Owner in this Agreement; provided,

however, the foregoing obligation will not apply to claims or demands based on the negligence or willful act or omission of such other Owner, its agents, or employees. In the event it is determined that such other Owner was not at fault, then the indemnifying Owner shall reimburse such other Owner for all reasonable costs and/or expenses incurred by it defending against such claim or demand. This indemnification provision will survive the expiration or sooner termination of this Agreement.

10. **Counterparts; Amendments.** This Agreement may be executed in counterparts, and when executed and delivered by all Parties in person, by facsimile or email pdf, will become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement may not be amended or modified, except in a writing signed by all Owners. If amended or modified as permitted by this Section 10, the term "Agreement" will thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

11. **Governing Law.** This Agreement and the obligations arising hereunder will be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflicts of laws.

12. **Jurisdiction and Venue.** All persons and entities benefited or burdened by this Agreement hereby acknowledge that the anticipated performance and execution of this Agreement occurred in Palm Beach County, Florida. Each Owner irrevocably and unconditionally (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement will be brought in the courts of record of the State of Florida in Palm Beach County, Florida and, (ii) consents to the jurisdiction of each such court in any suit, action or proceeding in the courts of record of the State of Florida in Palm Beach County.

13. **Further Assurances.** Each Owner agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any Owners' obligations hereunder or materially decrease any Owners' rights hereunder.

14. **Attorneys' Fees.** In the event of any dispute between the Owners regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

15. **Construction and Interpretation.** Whenever required by the context of this Agreement, (i) the singular includes the plural, and vice versa, and the masculine includes the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter will not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No delay or omission by any fee simple title owner of any portion of a Parcel, in exercising any right or power accruing upon any default or non-compliance with any of the provisions of this Agreement by any other Owner of any portion of a Parcel, will be construed to be a waiver of any subsequent breach of such obligation or waiver of any breach of any other terms, covenants, or conditions of this Agreement.

17. **Estoppel.** Each Owner, within thirty (30) days of its receipt of a written request from the other Owner shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Owner to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate, and (c) such other relevant, factual information as such Owner may reasonably request.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the Effective Date.

OWNER:

LOTIS WELLINGTON, LLC,
a Florida limited liability Company

By: Lotis Wellington Holding, LLC, a
Florida limited liability company, its
Member

By: Lotis Wellington Venture, LLC, a
Florida limited liability company, its
Member

By: JKM Wellington Capital, LLC, a
Florida limited liability company, its
Member

By: Lotis Capital Fund, LLC, a Florida
limited liability company, its Member

By: [Signature]
James S. Gielda, Manager

WITNESSES:

[Signature]
(Signature)

RICHARD KASSEN
(Print Name)

[Signature]
(Signature)

Zack Hobrock
(Print Name)

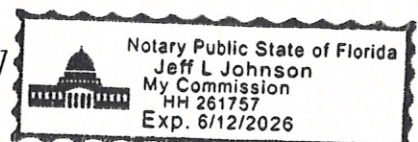
STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of June, 2022, by James S. Gielda as Manager of Lotis Capital Fund, LLC, a Florida limited liability company, as Member of JKM Wellington Capital, LLC, a Florida limited liability company, as Member of Lotis Wellington Venture, LLC, a Florida limited liability company, as Member of Lotis Wellington Holding, LLC, a Florida limited liability company, as Member of Lotis Wellington, LLC, a Florida limited liability company, who ☒ is personally known to me, or ☐ presented the following identification: _____.

Notary Public
sign [Signature]
print Jeff L. Johnson
State of Florida at Large (Seal)
My Commission Expires:

[Signature Page to Reciprocal Easement Agreement]

#51420v7



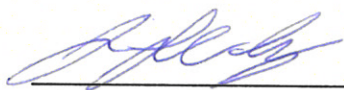
JOINDER AND CONSENT OF MORTGAGEE


LV Wellington LLC, a Florida Limited Liability Company ("Mortgagee"), the holder of that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement recorded on April 1, 2022 in Official Records Book 33438, Page 1180 of the Public Records of Palm Beach County, Florida, and all related instruments evidencing or securing the loans secured thereby (together, the "Mortgage"), which Mortgage constitutes a lien upon the property described in the foregoing Reciprocal Cross Access Easement Agreement (the "Easement Agreement"), hereby consents to subjecting the real property described therein to the provisions of the Easement Agreement and agrees that the Easement Agreement shall be binding upon all present and future owners of the real property encumbered by the Easement Agreement and, further, that the Mortgage shall be subject and subordinate to the Easement Agreement.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render the undersigned Mortgagee responsible or liable for any of the covenants, undertakings, acts or omissions of the Developer/Owner under the Easement Agreement.

Dated this 19 day of AUGUST, 2022.


WITNESSES:


Print Name: Susan Lopez


Print Name: Allen Hernandez

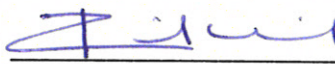
LV WELLINGTON LLC,
a Florida limited liability company

BY: LV LENDING LLC, a Florida limited liability company,
its Manager

By: 
Camilo Niño, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

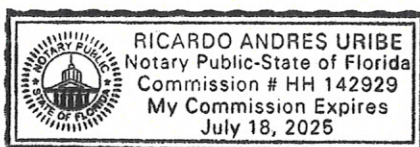
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of AUGUST, 2022 by CAMILO NIÑO, as Manager of LV LENDING LLC, a Florida limited liability company, the Manager of LV WELLINGTON LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced as identification Driver's License # _____ or (other identification) (describe) _____.



Notary Public

Print Name: RICARDO URIBE

My Commission Expires: July 18, 2025



Signed, sealed and delivered in the presence of:

Maya Dornit
Witness 1

Maya Dornit
Print Name of Witness 1

Nick Nolfi
Witness 2

Nick Nolfi
Print Name of Witness 2

WRMC:

Wellington Regional Medical Center, LLC
a Florida limited liability company

By: Universal Health Services, Inc., a Delaware
corporation, its sole member

By: [Signature]
Print Name: Steve Filton
Title: Executive Vice President

STATE OF Pennsylvania

COUNTY OF Montgomery

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steve Filton, the Executive Vice President of **Universal Health Services, Inc.**, a Delaware corporation and sole member of **Wellington Regional Medical Center, LLC**, a Florida limited liability company, by means of ☒ physical presence or ☐ online notarization (check one), freely and voluntarily under authority duly vested in him/her.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of July, 2022.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

[NOTARY SEAL]

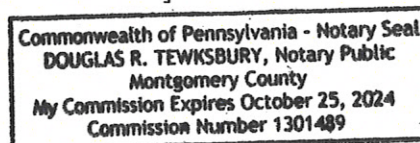


EXHIBIT "A"

Lotis Parcel

A parcel of land being comprised of Tract 10, Tract 11, a portion of Tract 13, Tract 14, Tract 15 and a portion of Tract 16, Block 18, together with a portion of the 25 foot wide Road Reservation lying between Tracts 10, 11, 12, 13, 14, 15 and 16, Block 18, together with a portion of the variable width Road Reservation lying West of Tract 10, Block 18, The Palm Beach Farms Co Plat No. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of WELLINGTON MUPD, according to the plat thereof, as recorded in Plat Book 101, Page 132 of the Public Records of Palm Beach County, Florida;

thence North 88°59'11" East, along the South line of said WELLINGTON MUPD plat, a distance of 611.96 feet to the Southeast corner of said WELLINGTON MUPD plat, said point being on the West Right-of-Way line of State Road No. 7 (U.S. 441) as laid out and in use;

thence South 01°37'52" West, along said West Right-of-Way line and the West line of Parcel 115 according to that certain Warranty Deed, as recorded in Official Records Book 9427, Page 665 of the Public Records of Palm Beach County, Florida, a distance of 686.86 feet to a point being on the South line of Tract 13, Block 18 of said Palm Beach Farms Co Plat No.3;

thence South 89°00'05" West, along the South line of Tracts 13, 14, 15, 16, Block 18 and the Westerly extension thereof, of said Palm Beach Farms Co Plat No. 3, a distance of 2369.64 feet to a point being on a line lying 40.00 feet East of and parallel with (as measured at right angles) the West line of the East one-half of Section 12, Township 44 South, Range 41 East, Palm Beach County, Florida;

thence North 01°28'32" East, along said parallel line, a distance of 660.33 feet to a point being on the Westerly extension of the North line of Tract 16, Block 18 of said Palm Beach Farms Co Plat No. 3;

thence South 89°00'05" West, along the Westerly extension of the North line of Tract 16, Block 18 of said Palm Beach Farms Co Plat No. 3, a distance of 40.04 feet to the West line of the East one-half of said Section 12;

thence North 01°28'32" East, along the West line of the East one-half of said Section 12, a distance of 685.35 feet to a point being on the Westerly extension of the North line of Tracts 10 and 11, Block 18 of said Palm Beach Farms Co Plat No. 3;

thence North 89°00'05" East, along said Westerly extension and the North line of Tracts 10 and 11, Block 18 of said Palm Beach Farms Co Plat No. 3, a distance of 1769.21 feet to a point being on the West line of said WELLINGTON MUPD plat;

thence South 01°09'58" East, along the West line of said WELLINGTON MUPD, a distance of 658.44 feet to the POINT OF BEGINNING;

Said lands situate, lying and being in Section 12, Township 44 South, Range 41 East, Village of Wellington, Palm Beach County, Florida.

EXHIBIT "B"

WRMC Parcel

Description of Property

Tract 20, less the South 330.6 feet thereof, and Tract 17, less the West 26 feet thereof, and all of Tracts 18 and 19 in Block 18 of Palm Beach Farms Company Plat No. 3, according to the map or plat thereof recorded in Plat Book 2, Pages 45-54, of the public records of Palm Beach County, Florida, less and except right of way for State Road 199 (State Road 7 or U.S. 441) along the east side of Tract 20 as set forth in Instruments recorded in Deed Book 638, page 158 and O.R. Book 6237, page 1443 of the public records of Palm Beach County, Florida.

EXHIBIT "C"

Site Plan

