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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
BAKER DONELSON BEARMAN ET AL
420 TWENTIETH STREET NORTH
STE 1400
BIRMINGHAM AL 35203
BY: NPA, DEPUTY - MA 11 P.

**Salt Lake Regional Medical Center
Salt Lake City, Salt Lake County, Utah**

**This Instrument Prepared By
And After Recording Return To:**
BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, a Professional Corporation
1400 Wells Fargo Tower
420 North 20th Street
Birmingham, Alabama 35203
Attn: Lynn Reynolds, Esq.

(Space above for Recorder's use only)

**SECOND AMENDMENT TO
ASSIGNMENT OF RENTS AND LEASES**

STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE

THIS SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is dated and made effective as of this 30th day of April, 2019, by and among SALT LAKE REGIONAL MEDICAL CENTER, LP, a Delaware limited partnership ("Assignor"), having an address at c/o Steward Health Care System LLC, 1900 N. Pearl, Suite 2400, Dallas, Texas 75201, Attn: Chief Executive Officer, and MPT OF METHUEN-STEWARD, LLC, MPT OF BRIGHTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-STEWARD, LLC, MPT OF EASTON-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC, MPT OF SEBASTIAN-STEWARD, LLC, MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF PORT ARTHUR, LLC, MPT OF WEST VALLEY CITY, LLC, MPT OF HOPE-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF PHOENIX-STEWARD, LLC, MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, MPT OF SAN ANTONIO-STEWARD, LLC, MPT OF TEMPE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF MARICOPA RE-STEWARD, LLC, MPT OF

ODESSA RE-STEWARD, LLC, MPT OF OGDEN RE-STEWARD, LLC, MPT OF PHOENIX RE-STEWARD, LLC, MPT OF PORT ARTHUR RE-STEWARD, LLC, MPT OF SAN ANTONIO RE-STEWARD, LLC, MPT OF LEHI-STEWARD, LLC, MPT OF NORWOOD-STEWARD, LLC, and MPT OF AYER-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Original Lessors"), MPT OF HAVERHILL-STEWARD, LLC, MPT OF MISSOURI CITY - DULLES FCER, LLC, MPT OF KATY 1463 FCER, LLC, MPT OF VICTORY LAKES FCER, LLC, MPT OF HOUSTON-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF CONVERSE FCER, LLC, MPT OF DEZAVALA FCER, LLC, MPT OF HELOTES FCER, LLC, MPT OF NACOGDOCHES FCER, LLC, MPT OF POTRANCO FCER, LLC, MPT OF DORCHESTER-STEWARD, LLC, and MPT OF BIG SPRING-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Additional Lessors" and together with the Original Lessors, collectively, the "Lessors"), MPT OF WEST JORDAN-STEWARD, LLC, and MPT OF LAYTON-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Lenders"), and MPT TRS LENDER-STEWARD, LLC, a Delaware limited liability company (the "Term Loan Lender") (the Original Lessors, Additional Lessors, Lenders, and Term Loan Lender and the successors and assigns of each, each an "Assignee" and collectively, the "Assignees"), each having their principal place of business at c/o MPT Operating Partnership, L.P., 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, Attn: Legal Department.

A. Assignor and certain of the Assignees entered into that certain Assignment of Rents and Leases, dated as of September 29, 2017, relating to certain real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described therein, which was recorded on October 2, 2017 under **Instrument Number 12628112 in Book 10604, Page 6974-6996**, in the Office of the County Recorder of Salt Lake County, Utah, as amended by that certain First Amendment to Assignment of Rents and Leases, dated as of June 27, 2018, which was recorded on August 21, 2018 under **Instrument Number 12833651 in Book 10704, Page 9461-9468**, in the Office of the County Recorder of Salt Lake County, Utah (collectively, the "Original ARL").

B. The parties desire to amend the Original ARL, among other things, to (a) join the Additional Lessors as "Lessors" and "Assignees", (b) join the Term Loan Lender as an "Assignee", and (c) make certain other amendments as hereinafter provided.

NOW THEREFORE, for and in consideration of the covenants and promises of the parties set forth in the Master Lease (as defined in the Original ARL), and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the parties hereto, the parties agree and acknowledge for themselves, their respective successors and assigns, as follows:

1. **Defined Terms.** Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Original ARL.

2. **Amendments.** Notwithstanding any provisions of the Original ARL to the contrary, effective immediately, the parties hereby amend the Original ARL as follows:

(a) Lessors. The defined term “Lessors” in the preamble of the Original ARL is amended to add and include the Additional Lessors, each of which is joined as a “Lessor” for all purposes under the Original ARL.

(b) Lenders. The defined term “Lenders” in the preamble of the Original ARL is amended to remove MPT of Methuen-Steward, LLC, MPT of Dorchester-Steward, LLC, MPT of Fall River-Steward Lender, LLC, MPT of Houston-Steward, LLC, and MPT of Houston RE-Steward, LLC, each a Delaware limited liability company (collectively, the “Former Lenders”), each of which shall no longer constitute a “Lender” under the Original ARL; provided, however, that each Former Lender shall continue to have all of the rights, interests and benefits of a “Lender” under the Original ARL with respect to any acts, omissions, liabilities, or events occurring or accruing prior to the date hereof.

(c) Additional Assignees. The defined term “Assignees” in the preamble of the Original ARL is amended to add and include the Additional Lessors (to the extent that any such Additional Lessor does not already constitute an “Assignee” under the Original ARL) and the Term Loan Lender. From and after the date hereof, each Additional Lessor and Term Loan Lender is joined as an “Assignee” for all purposes under the Original ARL.

(d) Removal of Assignee. The defined term “Assignees” in the preamble of the Original ARL is amended to remove MPT of Fall River-Steward Lender, LLC, a Delaware limited liability company (“Former Fall River Lender”), which shall no longer constitute an “Assignee” under the Original ARL; provided, however, that Former Fall River Lender shall continue to have all of the rights, interests and benefits of an “Assignee” under the Original ARL with respect to any acts, omissions, liabilities, or events occurring or accruing prior to the date hereof.

(e) Borrowers. The defined term “Borrowers” in Article I of the Original ARL is amended to remove Steward Holy Family Hospital, Inc., Steward St. Anne’s Hospital Corporation, Steward Carney Hospital, Inc., each a Delaware corporation, and SJ Medical Center, LLC, a Texas limited liability company, each of which shall no longer constitute a “Borrower” under the Original ARL.

(f) Lessees. The defined term “Lessees” in Article I of the Original ARL is amended to add and include SJ Medical Center, LLC, a Texas limited liability company, Steward Carney Hospital, Inc., Steward SA FSED Holdings, Inc., each a Delaware corporation, Steward Texas Hospital Holdings LLC, a Delaware limited liability company, and Permian Premier Health Services, Inc., a Texas nonprofit corporation that is certified as a nonprofit health organization by the Texas Medical Board, each of which shall constitute a “Lessee” for all purposes under the Original ARL.

(g) Mortgage Notes. The defined term “Mortgage Notes” in Article I of the Original ARL is amended and restated as follows:

“Mortgage Notes” shall mean, collectively, (i) that certain Promissory Note, dated as of September 29, 2017, by Davis Hospital & Medical Center, LP, a Delaware limited partnership, in favor of MPT of Layton-Steward, LLC, a Delaware limited liability company, in the original principal amount of Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), and (ii) that

certain Promissory Note, dated as of September 29, 2017, by Jordan Valley Medical Center, LP, a Delaware limited partnership, in favor of MPT of West Jordan-Steward, LLC, a Delaware limited liability company, in the original principal amount of Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00), as each of the same has been or may be modified, amended, restated, or supplemented from time to time, and any additions, advances, or extensions with respect to either of the same.

(h) New Defined Terms. Article I of the Original ARL is amended to add the following as new defined terms and definitions:

“Term Loan Borrower” shall mean Steward Health.

“Term Loan Lender” shall mean MPT TRS Lender-Steward, LLC, a Delaware limited liability company.

“Term Loan Promissory Note” shall mean that certain Promissory Note, dated as of November 30, 2018, made by Term Loan Borrower in favor of Term Loan Lender, in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00), as the same has been or may be modified, amended, restated, or supplemented from time to time, and any advances, additions, or extensions with respect to the same.

(i) Obligation Documents. The defined term “Obligation Documents” in Article I of the Original ARL is amended and restated as follows:

“Obligation Documents” shall mean the Master Lease, the Mortgage Loan Documents, the Environmental Indemnification Agreement, the Term Loan Promissory Note, and all other “Obligation Documents” under and as defined in the Mortgage Loan Agreement, in each case, as the same may be modified, amended, or restated from time to time.

3. Representations and Warranties. Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on its part, (b) it has full legal right, power and authority to enter into this Amendment and to incur the obligations provided for herein, (c) this Amendment constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor's rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity; and (d) no approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person is required in connection with its execution and delivery of this Amendment or its consummation and performance of the transactions contemplated hereby.

4. **Binding Effect.** This Amendment shall bind and inure to the benefit of the parties and their successors and assigns; provided, however, that this Amendment shall not inure to the benefit of any assignee pursuant to an assignment which violates the terms of the Original ARL.

5. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Original ARL in all respects.

6. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.

7. **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

[Signatures and acknowledgments on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Assignment of Rents and Leases to be executed by the duly authorized persons effective as of the date first above written.

ASSIGNOR:

SALT LAKE REGIONAL MEDICAL CENTER, LP,
a Delaware limited partnership.

By: [Signature]
Name: John M. Doyle
Title: Treasurer

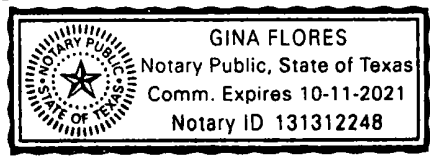
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF TEXAS)
 : ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 10th day of April, 2019, by John M. Doyle, the Treasurer of **SALT LAKE REGIONAL MEDICAL CENTER, LP**, a Delaware limited partnership.

[Signature]
NOTARY PUBLIC
Printed Name: GINA FLORES
My Commission Expires: 10/11/21

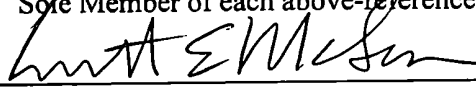
[AFFIX NOTARY SEAL]



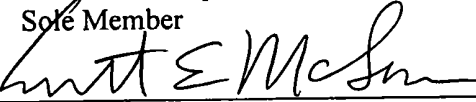
ASSIGNEES:

MPT OF METHUEN-STEWARD, LLC
MPT OF BRIGHTON-STEWARD, LLC
MPT OF FALL RIVER-STEWARD, LLC
MPT OF TAUNTON-STEWARD, LLC
MPT OF BROCKTON-STEWARD, LLC
MPT OF WARREN-STEWARD, LLC
MPT OF YOUNGSTOWN-STEWARD, LLC
MPT OF EASTON-STEWARD, LLC
MPT OF SHARON-STEWARD, LLC
MPT OF ROCKLEDGE-STEWARD, LLC
MPT OF MELBOURNE-STEWARD, LLC
MPT OF HILLSIDE-STEWARD, LLC
MPT OF SEBASTIAN-STEWARD, LLC
MPT OF MESA, LLC
MPT OF WEST MONROE, LLC
MPT OF PORT ARTHUR, LLC
MPT OF WEST VALLEY CITY, LLC
MPT OF HOPE-STEWARD, LLC
MPT OF ODESSA-STEWARD, LLC
MPT OF PHOENIX-STEWARD, LLC
MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC
MPT OF SALT LAKE CITY-STEWARD, LLC
MPT OF SAN ANTONIO-STEWARD, LLC
MPT OF TEMPE-STEWARD, LLC
MPT OF TEXARKANA-STEWARD, LLC
MPT OF MARICOPA RE-STEWARD, LLC
MPT OF ODESSA RE-STEWARD, LLC
MPT OF OGDEN RE-STEWARD, LLC
MPT OF PHOENIX RE-STEWARD, LLC
MPT OF PORT ARTHUR RE-STEWARD, LLC
MPT OF SAN ANTONIO RE-STEWARD, LLC
MPT OF LEHI-STEWARD, LLC
MPT OF DORCHESTER-STEWARD, LLC
MPT OF NORWOOD-STEWARD, LLC
MPT OF AYER-STEWARD, LLC
MPT OF WEST JORDAN-STEWARD, LLC
MPT OF LAYTON-STEWARD, LLC
MPT OF HOUSTON RE-STEWARD, LLC
MPT OF HOUSTON-STEWARD, LLC
MPT OF HAVERHILL-STEWARD, LLC
MPT OF MISSOURI CITY - DULLES FCER, LLC
[continued on following page]

MPT OF KATY 1463 FCER, LLC
MPT OF VICTORY LAKES FCER, LLC
MPT OF CONVERSE FCER, LLC
MPT OF DEZAVALA FCER, LLC
MPT OF HELOTES FCER, LLC
MPT OF NACOGDOCHES FCER, LLC
MPT OF POTRANCO FCER, LLC
MPT OF BIG SPRING-STEWARD, LLC,
each a Delaware limited liability company.


By: MPT Operating Partnership, L.P.,
a Delaware limited partnership.
Its: Sole Member of each above-referenced entity
By: 
Name: Emmett E. McLean
Its: Executive Vice President, COO and Secretary

MPT TRS LENDER-STEWARD, LLC,
a Delaware limited liability company.

By: MPT Development Services, Inc.,
a Delaware corporation.
Its: Sole Member
By: 
Name: Emmett E. McLean
Its: Executive Vice President, COO and Secretary

The undersigned acknowledges and agrees that it is no longer a party to the Original ARL and agrees to the terms of this Amendment.

MPT OF FALL RIVER-STEWARD LENDER, LLC,
a Delaware limited liability company.

By: MPT Operating Partnership, L.P.,
a Delaware limited partnership.
Its: Sole Member
By: 
Name: Emmett E. McLean
Its: Executive Vice President, COO and Secretary

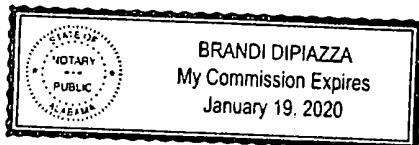
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF ALABAMA)
 : ss.
 JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Emmett E. McLean, the Executive Vice President, COO and Secretary of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of each of **MPT OF METHUEN-STEWARD, LLC, MPT OF BRIGHTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-STEWARD, LLC, MPT OF EASTON-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC, MPT OF SEBASTIAN-STEWARD, LLC, MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF PORT ARTHUR, LLC, MPT OF WEST VALLEY CITY, LLC, MPT OF HOPE-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF PHOENIX-STEWARD, LLC, MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, MPT OF SAN ANTONIO-STEWARD, LLC, MPT OF TEMPE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF MARICOPA RE-STEWARD, LLC, MPT OF ODESSA RE-STEWARD, LLC, MPT OF OGDEN RE-STEWARD, LLC, MPT OF PHOENIX RE-STEWARD, LLC, MPT OF PORT ARTHUR RE-STEWARD, LLC, MPT OF SAN ANTONIO RE-STEWARD, LLC, MPT OF LEHI-STEWARD, LLC, MPT OF DORCHESTER-STEWARD, LLC, MPT OF NORWOOD-STEWARD, LLC, MPT OF AYER-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, MPT OF LAYTON-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF HOUSTON-STEWARD, LLC, MPT OF HAVERHILL-STEWARD, LLC, MPT OF MISSOURI CITY - DULLES FCER, LLC, MPT OF KATY 1463 FCER, LLC, MPT OF VICTORY LAKES FCER, LLC, MPT OF CONVERSE FCER, LLC, MPT OF DEZAVALA FCER, LLC, MPT OF HELOTES FCER, LLC, MPT OF NACOGDOCHES FCER, LLC, MPT OF POTRANCO FCER, LLC, MPT OF BIG SPRING-STEWARD, LLC, and MPT OF FALL RIVER-STEWARD LENDER, LLC, each a Delaware limited liability company.**

Brandi Dipiazza
NOTARY PUBLIC
Printed Name: Brandi Dipiazza
My Commission Expires: 01/19/2020

[AFFIX NOTARY SEAL]



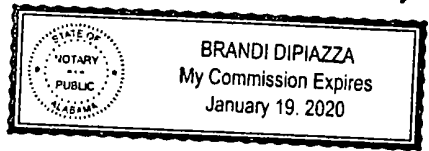
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF ALABAMA)
 : ss.
JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Emmett E. McLean, the Executive Vice President, COO and Secretary of MPT Development Services, Inc., a Delaware corporation, as the Sole Member of **MPT TRS LENDER-STEWARD, LLC**, a Delaware limited liability company.

Brandi DiPiazza
NOTARY PUBLIC
Printed Name: Brandi DiPiazza
My Commission Expires: 01/19/2020

[AFFIX NOTARY SEAL]



LEGAL DESCRIPTION

(7) Salt Lake Regional Medical Center Salt Lake City, Salt Lake County, Utah

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Parcel 1: (16-05-201-005-2000, 16-05-201-005-2001 & 16-05-201-005-2002)

Block 36, Plat "F", SALT LAKE CITY SURVEY. Less and Excepting therefrom: Beginning at the Northeast corner of Block 36, Plat "F", Salt Lake City Survey and running thence South 89°58'31" West 116.00 feet along the North line of said Block 36, thence South 00°01'29" East 148.00 feet, thence South 89°58'31" West 26.00 feet, thence South 00°01'29" East 66.00 feet, thence North 89°58'31" East 142.46 feet to the East line of said Block 36, thence North 00°08'48" West along said East line 214.00 feet to the point of beginning.

Parcel 2: (16-05-201-006)

Beginning at the Northeast corner of Block 36, Plat "F", SALT LAKE CITY SURVEY and running thence South 89°58'31" West 116.00 feet along the North line of said Block 36, thence South 00°01'29" East 148.00 feet, thence South 89°58'31" West 26.00 feet, thence South 00°01'29" East 66.00 feet, thence North 89°58'31" East 142.46 feet to the East line of said Block 36, thence North 00°08'48" West along said East line 214.00 feet to the point of beginning.

Parcel 3: (16-05-202-013)

Commencing 10 rods North from the Southwest corner of Lot 4, Block 35, Plat "F", SALT LAKE CITY SURVEY, and running thence North 55.5 feet, thence East 10 rods, thence South 55.5 feet, thence West 10 rods to the point of beginning.

Parcel 4: (16-05-202-014)

Beginning at a point 165 feet North of the Southwest corner of Lot 4, Block 35, Plat "F", SALT LAKE CITY SURVEY, and running thence East 125 feet, thence South 30 feet, thence West 125 feet, thence North 30 feet to the point of beginning.

Parcel 5: (16-05-202-015)

Commencing at the Southwest corner of Lot 4, Block 35, Plat "F", SALT LAKE CITY SURVEY, and running thence North 125 feet, thence East 90 feet, thence South 125 feet, thence West 90 feet to the place of beginning.