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RASHELLE HOBES
RECORDER, SALT LAKE COUNTY, UTAH
BAKER DONELSON, BEARMAN
420 TWENTIETH ST NORTH
STE 1400
BIRMINGHAM AL 35203
BY: KRA, DEPUTY - MA 14 P.

Jordan Valley Medical Center - West Valley Campus West Valley City, Salt Lake County, Utah

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, a Professional Corporation 1400 Wells Fargo Tower 420 North 20th Street Birmingham, Alabama 35203 Attn: Lynn Reynolds

(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 JORDAN VALLEY 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 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

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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 DEZAVALA FCER, LLC, MPT OF HELOTES FCER, LLC, MPT 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 the City of West Valley City, Salt Lake County, Utah, as more particularly described therein, which was recorded on October 2, 2017 under Instrument Number 12628210 in Book 10604, Page 7631-7655, 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 12833652 in Book 10704, Page 9469-9476, 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. <u>Defined Terms</u>. 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) <u>Lessors</u>. 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) <u>Lenders</u>. 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 "<u>Former Lenders</u>"), 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) <u>Additional Assignees</u>. 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) <u>Removal of Assignee</u>. 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 ("<u>Former Fall River Lender</u>"), 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) <u>Borrowers</u>. The defined term "Borrowers" in <u>Article I</u> 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) <u>Lessees</u>. The defined term "Lessees" in <u>Article I</u> 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) <u>Mortgage Notes</u>. The defined term "Mortgage Notes" in <u>Article I</u> 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.

"<u>Term Loan Lender</u>" 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  $\underline{I}$  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.

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. <u>Binding Effect</u>. 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. <u>Necessary Action</u>. 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. <u>Governing Law</u>. 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:**

JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited partnership.

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 \_\_\_\_\_\_\_ day of April, 2019, by John M. Doyle, the Treasurer of JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited portnership.

partnership.

[AFFIX NOTARY SEAL]

GINA FLORES
Notary Public, State of Texas
Comm. Expires 10-11-2021
Notary ID 131312248

Printed Name: GINA FURES

My Commission Expires: 1011/21

#### **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]

Second Amendment to Assignment of Rents and Leases - Jordan Valley Medical Center West Signature Page 2 of 5 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

Name: Emmett È. 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

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

Bv:

Name: Emmett E. McLean

Its: Executive Vice President, COO and Secretary

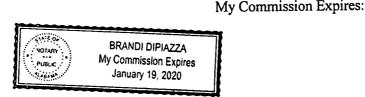
Second Amendment to Assignment of Rents and Leases - Jordan Valley Medical Center West Signature Page 3 of 5

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

STATE OF ALABAMA ) : ss.
JEFFERSON COUNTY )

The foregoing instrument was acknowledged before me this 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 SHARON-STEWARD, LLC. MPT OF EASTON-STEWARD, LLC, MPT 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 TEMPE-STEWARD, LLC, MPT OF ANTONIO-STEWARD, LLC, MPT 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.

[AFFIX NOTARY SEAL]



Second Amendment to Assignment of Rents and Leases - Jordan Valley Medical Center West Signature Page 4 of 5

Printed Name:

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

STATE OF ALABAMA	)
	: ss
JEFFERSON COUNTY	)

The foregoing instrument was acknowledged before me this 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.

[AFFIX NOTARY SEAL]

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

BRANDI DIPIAZZA
My Commission Expires
January 19, 2020

### **LEGAL DESCRIPTION**

## Jordan Valley Medical Center - West Valley Campus

The real estate described on **Schedule 1** attached hereto

## LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS:

Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58,

LESS AND EXCEPT that portion of said Lot 2 already owned by B.C.V.V., Inc. which portion is contained within said Lot 2 of the Plat and is more particularly described as follows: Beginning at a point South 89°56′54" West 694.48 feet, and North 00°03′03" West 675.81 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 48.67 feet; thence North 00°03′42" West 207.46 feet; thence West 8.07 feet; thence North 70.03 feet; thence North 45°00′00" West 21.80 feet; thence East 71.95 feet; thence South 00°04′58" East 292.90 feet to the point of beginning, which less and except strip is contained within said Lot 2 of the Plat.

15-30-478-037-000 (Portion)

•

# ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (WSL MOB LAND):

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89°56'54" West along the Section Line and 620.00 feet North 0°04'58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning.

#### Schedule 1

#### PARCEL 1:

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast comer of Section 30, Township 1 South, Range 1West, Salt Lake Base and Meridian (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565 in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3506 South. Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point of the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North.1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155. West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with it 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of beginning.

TOGETHER WITH the West one half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234 in Book 6613, at Page 1040, of the Official Records, to-wit: Beginning at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast comer of Section 30, Township 1 South, Range 1West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" Eastalong the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49 East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'1 1" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of beginning.

#### PARCEL 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774 in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of beginning.

#### PARCEL 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North Line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525.feet, more or less; thence South 167 feet to the point of beginning.

### PARCEL 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300.feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204:69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of beginning.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway), including three-raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

TOGETHER WITH the East one half of the vacated street (4155 West Street) abutting a portion of said property on the West.

### PARCEL 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast comer of Section 30, Township I South, Range 1West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of beginning.

#### PARCEL 6:

BEGINNING at a point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township I South, Range 1West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of beginning.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-03; 15-30-476-008; 15-30-476-006; 15-30-476-007; 15-30-478-035; 15-30-478-037; 15-30-478-038; 15-30-478-040