

West Jordan,  
Salt Lake County, Utah

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ADAM GARDINER  
Recorder, Salt Lake County, UT  
STEWART TITLE INS AGCY OF UT  
BY: eCASH, DEPUTY - EF 15 P.

**THIS INSTRUMENT PREPARED BY AND  
WHEN RECORDED RETURN TO:**

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**LEASEHOLD**  
**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING** (this "Deed of Trust") is made as of September 29, 2017, among **JORDAN VALLEY MEDICAL CENTER, L.P.**, a Delaware limited partnership ("Trustor" or "Borrower") with its principal place of business at 111 Huntington Avenue, Suite 1800, Boston, Massachusetts 02199; **STEWART TITLE INSURANCE AGENCY OF UTAH, INC.**, a Utah corporation ("Trustee") with an office located at 1518 North Woodland Park Drive, Layton, Utah 84041, and **MPT OF WEST JORDAN- STEWARD, LLC**, a Delaware limited liability company, with an office at 1000 Urban Center Drive, Suite 501, Birmingham, AL 35242, Attn: Legal Department (sometimes referred to herein as "Beneficiary" or "Lender").

WITNESSETH, that, for consideration paid, in order to secure (a) the payment of indebtedness in the principal amount of THREE HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$350,000,000.00), lawful money of the United States and the interest thereon, to be paid in accordance with that certain Promissory Note of even date herewith (the "Note") issued by Borrower and payable to the order of Lender, (b) the payment of all other charges provided for herein and/or in the Note and the payment of all other money secured hereby, (c) the performance of all covenants and agreements of Borrower hereinafter contained, and (d) the payment and performance of any and all other liabilities, obligations, covenants and agreements (direct or indirect, absolute or contingent, sole, joint or several, now existing or hereafter arising) of Borrower to the Lender, including, without limitation, those liabilities, obligations, covenants and agreements now existing or hereafter arising and applicable to Borrower under that certain Real Estate Loan Agreement, dated October 3, 2016 by and among Borrower and certain of its Affiliates and Lender and certain of its Affiliates, as the same has been or may be amended, modified, supplemented or restated from time to time (the "Loan Agreement") (all capitalized terms used but not defined herein have the meanings ascribed to them in the Loan Agreement), the other Loan Documents, and other Obligation Documents, and, generally, the payment and

performance of all obligations of Borrower which may now or hereafter arise under any other credit facilities and/or any interest rate swaps or other interest rate protection products which the Lender may now or hereafter provide for the benefit of Borrower; and all amendments, restatements, renewals, extensions and substitutions of, for or to any of the foregoing, Borrower does hereby irrevocably and unconditionally grant, transfer, bargain, convey and assign to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, Trustor's leasehold estate and all other right, title and interest of Trustor in and to the property described on Exhibit A attached hereto, made a part hereof and incorporated herein by reference, situated in the City of West Jordan, County of Salt Lake, Utah, commonly known as 3584 West 9000 South, West Jordan, Salt Lake County, Utah, and being a part of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base & Meridian (the "Real Property"), including all right, title and interest of Trustor in the lease dated October 8, 2015, between Healthcare Portfolio II DST, a Delaware statutory trust (by assignment from the original lessor, RW JVCC, LLC, a Utah limited liability company) ("Lessor") and Trustor, as lessee (the "Lease"), as amended by the First Amendment thereto, dated December 6, 2016, and all present or future renewals, amendments, modifications, extensions and replacements thereof including all credits, deposits, options, privileges and rights of the Trustor as lessee under the Lease, including, but not limited to, rights of first refusal, if any, and the right, if any, to renew or extend the Lease for a succeeding term or terms and the option to purchase, if any, all or any portion of the premises demised under the Lease. A Memorandum of the Lease was recorded on October 12, 2015, as Entry No.12149318, in Book 10369, at Page 5137, and a Memorandum of Assignment of Lease was recorded on February 1, 2017, as Entry No. 12467139, in Book 10525, at Page 9170, both in the Salt Lake County Records.

TOGETHER with all of Borrower's right, title and interests, if any, in

(i) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to any of the above-described property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of any of said property, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by the Lender to confirm such assignment to the Lender of any such award or payment.

(ii) all leases, tenancies, occupancy agreements, licenses, construction contracts, architect's contracts, development agreements, management agreements and other agreements now or hereafter entered into by Borrower with respect to the construction of any improvements on any of the above-described property and/or the occupancy or operation of any such improvements.

(iii) all rents, receipts, issues, profits, accounts, revenues, security deposits, income and other moneys received or receivable by or on behalf of Borrower from any source with respect to the above-described property, and all rights to receive the same whether in the form of accounts receivable, contract rights, chattel paper, instruments or general intangibles, and the

proceeds thereof; all of the foregoing whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by Borrower.

(iv) all products and proceeds (including, without limitation, insurance proceeds) of any of the foregoing.

(v) all books and records relating to any of the foregoing.

Items (i) through (v), collectively, with the Lease, the "Property".

Trustor further agrees, represents and covenants as follows:

1. Obligations Secured. This Deed of Trust is given to secure payment and performance of the Note as well as the Borrower's (and only the Borrower's) Loan Obligations as defined in the Loan Agreement, including without limitation:

(a) Note Indebtedness. Payment of the indebtedness in the original principal balance of THREE HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$350,000,000.00), with interest thereon, evidenced by the Note and the Loan Agreement, together with all extensions, renewals, amendments, and modifications thereof, including increases or decreases in interest rate, extensions of the maturity date, and payment modifications (including deferrals or accelerations of principal or interest).

(b) Other Indebtedness. Payment of all other Loan Obligations of the Borrower and other sums, with interest thereon, which may be owed under, and performance of all other Loan Obligations of Borrower contained in or arising under the Loan Agreement, the Note and any other Loan Document, as such Loan Document may be amended, supplemented, extended or renewed from time to time, together with any other instrument given to evidence or further secure the payment and performance of any such Loan Obligation secured hereby or thereby.

(c) Other Obligations. Payment of all other sums, with interest thereon, which may be owed by Borrower under, and performance by Borrower of all other obligations of Borrower contained in or arising under, any Obligation Documents, as any such Obligation Documents may be amended, restated, supplemented, extended or renewed from time to time.

(d) Future Advances. All future advances that may subsequently be made to Borrower by Lender evidenced by the Note, or any other promissory notes, and all renewals, replacements, modifications, and extensions thereof, including the unpaid balances of all future advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Property or otherwise made by Lender as contemplated by this Deed of Trust or any of the other Loan Documents, whether related or unrelated to the primary purpose of the Loan, together with interest thereon until paid, all as contemplated in this Deed of Trust and the other Loan Documents, all of which shall constitute a part of the Loan Obligations; **provided, however**, the right of Lender to make such future advances shall not create or give rise to an obligation by Lender to make future advances to Borrower.

2. Borrower Covenants. Borrower further agrees, represents and covenants to Trustee and Beneficiary as follows:

(a) Performance under Loan Agreement. Borrower shall perform, satisfy and comply with all the terms, conditions and covenants under the Loan Agreement.

(b) Payment under Note; Additional Charges. Borrower will pay all sums of money required to be paid pursuant to the Note and all interest thereon, at the times and in the manner provided for in the Note, along with all Additional Charges, as and when due and payable.

(c) Compliance with Legal Requirements; Use. Borrower will comply with all Legal Requirements and Insurance Requirements, and all other covenants contained in the Loan Agreement applicable to Borrower and to the use, operation, maintenance, repair and restoration of the Property.

(d) Title to Property. Trustor is the owner of a leasehold estate in and to the Real Property, except for any subleases entered into by Trustor with respect to the Real Property.

(e) Lease. With regard to the Lease, Trustor covenants and agrees as follows:

(i) Trustor hereby collaterally assigns to Beneficiary all of Trustor's right, title and interest in and to the Lease (and all renewals, extensions, modifications, and replacements thereof, including, without limitation, any security deposits made by Trustor). Upon an Event of Default, in addition to the other rights and remedies hereunder, Beneficiary may elect, by written notice to Lessor and Trustor, to succeed to the interests of Trustor under the Lease.

(ii) Trustor will give the Beneficiary prompt written notice of any monetary default or material non-monetary default by the Trustor under the Lease or of the receipt by it of any written notice of default from the Lessor thereunder or notice of termination of the Lease pursuant to the provisions thereof and will furnish to the Beneficiary promptly any and all information which the Beneficiary may reasonably request concerning the performance by the Trustor of the covenants of the Lease. Upon Beneficiary's receipt of notice of any uncured default by the Trustor under the Lease, Beneficiary may, in its sole discretion and without any duty to do so, perform any duty or obligation of Trustor under the Lease. Any such payments advanced by Beneficiary will be repaid by Trustor upon demand, together with interest thereon from the date of advance until repaid, both before and after judgment, at the Default Rate (as defined in the Loan Agreement).

(iii) This Deed of Trust, and the collateral assignment of interests of Trustor in and to the Lease to Beneficiary, will apply and be effective with respect to any and all future and additional leases entered into by Trustor and Lessor concerning the Property.

(iv) Except for the expiration of the Lease in accordance with its terms, Trustor acknowledges and agrees that no release or forbearance of any of Trustor's obligations under the Lease or otherwise will release Trustor from any of its obligations under this Deed of Trust, including without limitation the performance of all of the terms, provisions, covenants,

conditions and agreements contained in the Lease, to be kept, performed and complied with by Trustor therein.

(v) Notwithstanding anything contained herein or otherwise to the contrary, Beneficiary will not have any liability or obligation under the Lease by virtue of its acceptance of this Deed of Trust. Trustor acknowledges and agrees that Beneficiary will be liable for the obligations of the tenant under the Lease for only that period of time, if any, following Beneficiary's delivery of the written notice described in Section 2(e)(i) and during which Beneficiary is in possession of the Property or has acquired, by foreclosure, or otherwise, and is holding, all of Trustor's right, title and interest as tenant therein.

(vi) Notwithstanding anything contained herein or otherwise to the contrary, Trustor hereby assigns, transfers and sets over to Beneficiary any and all rights and interests that may arise in favor of Trustor in connection with or as a result of the bankruptcy or insolvency of the Lessor under the Lease, including, without limitation, all of Trustor's right, title and interest in, to and under §365 of the Bankruptcy Code (11 U.S.C. §365), as the same may be amended, supplemented or modified from time to time.

(vii) Except as provided in the immediately following sentence, it is hereby agreed by the parties that the leasehold title currently vested in the Lessor under the Lease, and the leasehold estate currently held by Trustor, may not merge but will always be kept separate and distinct, notwithstanding the union of such estates in either the Lessor (or its successors and assigns), Trustor or a third party, whether by purchase or otherwise. If Trustor acquires such Lessor's leasehold title or any other estate, title or interest in such property, or any part thereof, the lien of this Deed of Trust will automatically spread and attach to, cover and be a first lien upon such acquired estate, title or interest and the same will thereupon and thereafter be and become a part of the premises encumbered by this Deed of Trust with the same force and effect as if specifically encumbered herein. Trustor agrees to execute all instruments and documents which Beneficiary may reasonably require to ratify, confirm and further evidence Beneficiary's first lien on the acquired estate, title or interest.

3. Multiple Security; Fixture Filing. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property may be sold in one parcel and as an entirety or in such parcels, manner or order as the Lender in its sole discretion may elect. To the extent that any of the Property shall be deemed collateral subject to *Utah Code Annotated* § 70A-9a (or any replacement statute) (the "UCC"), this Deed of Trust shall also be deemed the grant of a security interest in such collateral, which may be foreclosed in accordance with applicable law.

This instrument is, among other things, a security agreement filed as a financing statement in order to perfect a fixture filing pursuant to § 70A-9a-502(3) of the UCC and will be filed in the office of the Recorder of Salt Lake County, Utah. The secured party is the Lender, having an address as set forth in the first paragraph of this Deed of Trust and the debtor is Borrower, having an address as set forth in the first paragraph of this Deed of Trust. Borrower is a Delaware limited partnership having an address as set forth in the first paragraph of this Deed of Trust. The principal place of business and chief executive offices of Borrower are located at said address. Borrower will not change its name, address, type of organization or jurisdiction of incorporation unless Borrower gives the Lender not less than 30 days' prior written notice and

delivers to the Lender all such financing statements and/or amendments as the Lender may reasonably request in order to maintain perfection of its security interest. As to any of the Property that may now or hereafter constitute fixtures, the real estate concerned is that described in Exhibit A hereto.

4. Assignment of Rents. Pursuant to *Utah Code Annotated* § 57-26-104 (the "Utah Assignment of Rents Act" including any amendments thereto), which is incorporated herein by reference, this Deed of Trust creates an assignment of rents arising from the Property in favor of Beneficiary to secure the Loan Obligations. Beneficiary shall have the right to enforce the said assignment of rents as provided in Sections 106, 107, 108 and 109 of the Utah Uniform Assignment of Rents Act.

5. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Deed of Trust of any law of the State of Utah deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of deeds of trust or debts secured by a Deed of Trust for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Deed of Trust or any of the obligations secured hereby, the Lender shall have the right to declare all amounts secured by this Deed of Trust to be due and payable in full as of a date to be specified by not less than 90 days' written notice to be given to Borrower by the Lender; provided, however, that such declaration shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Borrower, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against any of the Property, and such agreement shall constitute a modification of this Deed of Trust. If at any time any law or court decree prohibits the performance of any obligation undertaken in this Deed of Trust by Borrower, or provides that any amount to be paid hereunder by Borrower (other than under Section 2(b) of this Deed of Trust) must be credited against Borrower's obligations under the Note, the Lender shall have the right, upon not less than 90 days' prior written notice to Borrower, to declare all amounts secured by this Deed of Trust to be due and payable in full.

6. Costs of Collection. If the Lender shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Deed of Trust or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to any of the Property, all such sums shall on notice and demand be paid by Borrower, and all such sums shall be a lien on the Property prior to any right or title to, interest in, or claim upon, any of the Property and shall be deemed to be secured by this Deed of Trust.

7. Events of Default. An "Event of Default" shall be deemed to exist hereunder if any one or more of the following events shall have occurred:

(a) There shall occur any Event of Default (under and as defined in the Loan Agreement) solely with respect to Borrower; it being understood that an Event of Default (under and as defined in the Loan Agreement) with respect to any (i) Facility other than the West Jordan Facility or (ii) Facility Borrower other than Borrower shall not constitute an Event of Default hereunder; or

(b) Borrower shall fail to observe or perform, or there shall occur a breach of, any covenant, condition or obligation contained in this Deed of Trust other than as described in clause (a) above and such failure or breach has not been cured within a period of thirty (30) days after receipt of written notice thereof from Lender, unless such failure cannot with due diligence be cured within a period of thirty (30) days (in the Lender's reasonable determination), in which case such failure shall not be deemed to continue, if in Lender's reasonable determination, Borrower proceeds promptly and with due diligence to cure the failure and diligently complete the curing thereof; provided, however, in no event shall Lender be required to give more than two (2) notices and cure periods for Borrower's failure to observe or perform the same (or repetitive) covenant or condition in any consecutive twelve (12) month period; or

(c) At any time this Deed of Trust shall not constitute a good and valid, fully perfected first lien on all of the Property, subject only to Permitted Encumbrances; or

(d) The Lender shall have declared all amounts secured by this Deed of Trust to be due and payable in full under Section 5 of this Deed of Trust and such declaration shall not have become ineffective due to Borrower's payment and agreement to pay as provided in said Section 5.

(e) There is any default or breach by Trustor under the terms, provisions and/or conditions of the Lease (which remain uncured beyond any applicable cure or grace period expressly provided in the Lease).

8. Remedies. Upon the occurrence of any Event of Default hereunder, the Lender may exercise any or all of the following remedies, in addition and without prejudice to, and without limiting or otherwise impairing, any other rights and remedies provided by law or this Deed of Trust or any other Loan Documents (including, without limitation, rights and remedies under the Loan Agreement):

(a) Right of Entry. The Lender at any time may, with or without entering or taking possession of any of the Property, receive the rents, if any, from any of the Property, including those past due as well as those accruing thereafter and may enter any of the Property without being liable for any prosecution or damages therefor and may remove all persons therefrom; and Borrower covenants that in any such event it will peacefully and quietly yield up and surrender each portion of the Property. Entry under this Section 8(a) shall not operate to release Borrower from any sums to be paid or covenants or agreements to be performed under this Deed of Trust. Further, upon entry as aforesaid, the Lender may take over and assume the management, operation and maintenance of any of the Property and expend such sums out of the rents or other income of any of the Property as the Lender in its sole discretion may deem advisable, all to the maximum extent which Borrower might have done had no such entry occurred, including, without limitation, the right to enter into new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to or deal in any way with tenants or occupants of all or any of the Property. Upon such entry, Borrower will pay over to the Lender all security deposits and will cooperate in all reasonable ways in the Lender's collection of rents, including, without limitation, execution of a written notice to each lessee or occupant directing that rent be paid directly to the Lender. The Lender shall not be accountable for more moneys than it actually receives from any of the Property; nor

shall it be liable for failure to collect rents or enforce other obligations. The Lender reserves within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents or the eviction of delinquent tenants shall be prosecuted.

(b) Statutory Power of Sale. The Lender shall have the STATUTORY POWER OF SALE and, with or without an entry as aforesaid, may sell the Property or any part or parts of the same, either as a whole or in parts or parcels, together with any improvements that may be thereon, in accordance with *Utah Code Annotated* Sections 57-1-23 *et seq.*, and may convey (or cause the Trustee to convey) the same by proper deed or deeds or bill or bills of sale to the purchaser or purchasers absolutely and in fee simple; and such sale shall forever bar Borrower and all persons claiming under it from all right and interest in the Property, whether at law or in equity. Borrower covenants with Lender that Borrower, in case a sale shall be made under the power of sale, will upon request execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and the Lender is irrevocably appointed Borrower's attorney to execute and deliver to said purchaser such a deed or deeds and a full transfer of all policies of insurance on any of the Property at the time of such sale. In the event of foreclosure sale, the Lender shall be entitled to retain one (1%) percent of the purchase price in addition to the costs, charges and expenses allowed under the Statutory Power of Sale and in addition to all other sums which the Lender may otherwise be entitled to retain. In the event that Lender in the exercise of the power of sale herein given elects to sell in parcels, such sales may be held from time to time and the power of sale shall not be exhausted until all of the Property shall have been sold.

(c) Remedies under the UCC. The Lender may exercise all of the rights and remedies of a secured party under the UCC with respect to that portion of the Property which is or may be treated as collateral under the UCC, and the Lender may deal with same as collateral under the UCC or as real property as provided in this Section 8, or in part one and in part the other, to the extent permitted by law. Such rights shall include the following:

(i) The Lender may enter upon any of the Property and may take possession of such collateral or render such collateral unusable by process of law or peaceably without process of law. In such event, Borrower shall peacefully and quietly yield up and surrender such collateral and shall upon request from the Lender assemble it and make it available to the Lender at a place designated by the Lender which is reasonably convenient to Borrower and the Lender.

(ii) The Lender may dispose of all or any part of such collateral on any of Borrower's premises or elsewhere without any liability to Borrower for any damage whatsoever; provided, however, that every aspect of any such disposition by the Lender, including the method, manner, time, place and terms, must be commercially reasonable. Notice given to Borrower at least ten (10) days before an event shall constitute reasonable notification of such event under the UCC. Any proceeds of any disposition of any of such collateral may be applied by the Lender to the payment of expenses in connection with the disposition of the collateral, including reasonable attorneys' fees, and then to the other obligations secured hereby.

(d) Collection of Rents. The Lender, with or without entry under this Section 8, may collect and receive all rents accruing under any lease of the Property or any portion thereof, including amounts past due, as well as those accruing thereafter. In the event of a foreclosure sale, neither the Lender nor any person claiming under it shall have any obligation to account to Borrower for any rents, issues or profits accruing from the Property or any part thereof after such sale.

(e) Appointment of Receiver. The Lender may have a receiver appointed to enter and take possession of any of the Property, collect the rents, issues and profits therefrom, and apply the same as the court may direct, and the Lender shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due hereunder, or the availability of other collateral, or the solvency of any person or other entity liable for the payment of such amounts. Such receiver may also take possession of, and for these purposes use, any and all equipment and other personal property of Borrower contained in or on any of the Property. The expense (including receiver's fees, counsel fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. The right to enter and take possession of any of the Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative with any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The Lender or any such receiver shall be liable to account only for such rents, issues and profits actually received by it, less the Lender's or such receiver's costs and expenses, as aforesaid, and neither the Lender nor such receiver shall be under any obligation to collect any such rents, issues and profits, nor will the Lender or such receiver be liable to Borrower for any other act or omission upon such entry and taking possession of any of the Property.

(f) Enforcement of Remedies. The Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower and to sue for any sums, whether interest, principal or any installment thereof, taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due, without regard to whether or not the principal sum secured by this Deed of Trust shall be due and without prejudice to the right of the Lender thereafter to enforce any appropriate remedy against Borrower, including an action of foreclosure, or any other action for a default or defaults by Borrower existing at the time such earlier action was commenced.

9. Actions of Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law.

(a) Compensation. Borrower agrees to pay reasonable fees as may be charged by Trustee for any services that Trustee may reasonably render in connection with this Deed of Trust. Borrower further agrees to pay or reimburse Trustee for all reasonable costs, expenses and other advances that may be incurred or made by Lender or Trustee in any efforts to enforce any terms of this Deed of Trust, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable (i) attorneys' fees and other legal costs, (ii) costs of any sale proceedings or bankruptcy proceeding affecting the Borrower or the Property, and (iii) any cost of evidence of title.

(b) Exculpation. Trustee shall not be directly or indirectly liable to Borrower or any other person as a consequence of: (i) Trustee's exercise of or failure to exercise any rights, remedies, or powers granted to it in this Deed of Trust or to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Deed of Trust; or (ii) any loss sustained by Borrower or any third party resulting from any act or omission of Trustee related to the Property, unless the loss is caused by the willful misconduct or gross negligence of Trustee. Borrower hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Trustee.

(c) Indemnification. Borrower agrees to indemnify Trustee against and hold it and its respective officers, employees, agents, and representatives, harmless from and against any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees, and other reasonable legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses that Trustee may reasonably suffer or incur (except for such costs and expenses caused by the Trustee's own bad faith, grossly negligent acts or omissions or willful misconduct, or any willful breach of its obligations under this Deed of Trust): (i) in properly performing any act required or permitted by this Deed of Trust; or (ii) because of any failure of Borrower to perform any of its obligations secured by this Deed of Trust. This agreement by Borrower to indemnify Trustee shall survive the release and cancellation of any or all of the obligations secured hereby and the full or partial release and/or reconveyance of this Deed of Trust. Notwithstanding anything contained herein to the contrary, in no event shall Borrower be responsible to Trustee for any special, punitive, incidental, exemplary or consequential damages or any similar damages.

(d) Payment by Borrower. Borrower shall fulfill all obligations to pay money arising under this Section immediately upon demand by Trustee or Lender. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the rate applicable to the principal balance of the Note, as such rate may be adjusted.

10. Full Reconveyance. If (i) (A) Borrower shall well and truly pay unto the Lender, its successors or assigns, the principal sum of the Note and the interest thereon at the times and in the manner provided for in the Note, shall pay all other sums secured hereby and shall well and truly abide by and comply with each and every covenant and condition secured hereby or set forth herein and (B) all other moneys now owing or hereafter coming due under the Loan Agreement and/or any of the other Loan Documents from Borrower (and only from the Borrower) shall have been duly paid in full and discharged and all commitments, other loan facilities and/or other interest rate protection products now or hereafter made available to Borrower by the Lender shall have been terminated or (ii) the Lease expires in accordance with the terms stated therein, then, Lender shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust and the Note and instruments evidencing the obligations secured hereby to Trustee. When Trustee receives Lender's written request for reconveyance and all reconveyance fees, recording fees, or other fees and expenses owing to it by Borrower hereunder, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of

any matters or facts shall be conclusive proof of their truthfulness. Neither Lender nor Trustee shall have any duty to determine the right of persons claiming to be rightful grantees of any reconveyance.

11. No Waivers. Any failure by the Lender to insist upon the strict performance by Borrower of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions of this Deed of Trust to be performed by Borrower. Neither Borrower nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Deed of Trust shall be relieved of such obligation by reason of the failure of the Lender to comply with any request of Borrower or by reason of the failure of the Lender to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust or of any obligations secured by this Deed of Trust, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner or owners of any of the Property and the Lender extending the time of payment or modifying the terms of the Note or the terms of this Deed of Trust without first having obtained the consent of Borrower or such other person obligated as to the sums secured hereby, and, in the latter event, Borrower and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Lender. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on any of the Property, the Lender may release the obligation of anyone at any time liable for any of the indebtedness secured by this Deed of Trust or any part of the security held for such indebtedness and may extend the time of payment or otherwise modify the terms of the Note and/or this Deed of Trust without impairing or affecting the lien of this Deed of Trust or the priority of such lien, as security for the payment of such indebtedness, as it may be so extended or modified, over any subordinate lien. The Lender may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Lender in such order and manner as the Lender may elect.

12. Cumulative Rights. The rights of the Lender arising under the clauses and covenants contained in this Deed of Trust shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

13. Certain Definitions. Wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean "Borrower and/or any subsequent owner or owners of any of the Property, jointly and severally", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Deed of Trust", the word "person" shall mean "an individual, corporation, partnership, limited liability company or unincorporated association", the word "Property" shall include the real estate hereinbefore described, together with all Fixtures, condemnation awards and any other rights or property interest at any time made subject to the lien of this Deed of Trust by the terms hereof, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

14. Waiver of Rights and Defenses.

(a) To the maximum extent permitted under applicable law, Borrower knowingly and voluntarily waives: (i) any right of redemption, re-entry or repossession; (ii) any right to a trial by jury; and (iii) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt.

(b) To the maximum extent permitted under applicable law, Borrower knowingly and voluntarily waives any and all rights or defenses arising by reason of: (i) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Borrower or any one or more Obligors or the Guarantor, before or after Lender's commencement or completion of any foreclosure or similar action or actions, either judicially or by exercise of a power of sale; (ii) any election of remedies by Lender which destroys or otherwise adversely affects Borrower or any one or more Obligor's or Guarantor's subrogation rights or rights to proceed against any Person for reimbursement, including, without limitation, any loss of rights such Obligor or Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Loan Obligations, if any, (iii) any right to claim discharge of the Loan Obligations on the basis of unjustified impairment of any collateral for the Loan Obligations; (iv) any defenses given to guarantors, sureties, and/or co-makers at law or in equity other than actual payment and performance of the Loan Obligations.

15. Further Assurances. Borrower agrees that, at the request of the Lender, Borrower will execute and deliver all such financing statements, continuation statements and other instruments in form and substance satisfactory to the Lender, and take any and all other action which the Lender may at any time or from time to time deem necessary or desirable to assure it of all rights and remedies intended to be conferred hereby and/or to carry out the purposes of this Deed of Trust.

16. Costs and Expenses. Borrower shall be obligated to pay on demand all reasonable fees and expenses of counsel to the Lender relating to the preparation, execution and delivery of this Deed of Trust, the Note and any other documents delivered in connection herewith or the consummation of the transactions contemplated hereby, as well as all costs, fees and expenses of the Lender (including, without limitation, reasonable counsel fees) relating to the administration, interpretation, enforcement or attempted enforcement of all or any of the foregoing instruments, whether or not suit is instituted. Notwithstanding anything herein to the contrary, and in addition to the other provisions of this Deed of Trust, if the Borrower, on the one hand, or the Lender, on the other hand, brings any action, suit or other legal action or proceeding to enforce or establish any right of such party under this Deed of Trust, the party prevailing in such action, suit or proceeding shall be entitled to recover all reasonable and documented out-of-pocket costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, court costs and documented out-of-pocket attorneys' fees.

17. Entire Agreement. This Deed of Trust, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the parties with respect to the subject matter hereof. The parties have not relied upon, and shall not be entitled to rely upon, any prior or contemporaneous agreements, understandings, representations or statements (oral or written) other than this Deed of Trust in effecting the transactions

contemplated herein and otherwise. Neither this Deed of Trust, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by all of the parties hereto.

18. Relation to Other Loan Documents. The provisions of this Deed of Trust supplement the provisions of the Loan Agreement executed by Borrower and its Affiliates which secure the payment or performance of Borrower's obligations under the Loan Agreement. Nothing contained in any other Loan Document shall derogate from any of the rights or remedies of Lender hereunder.

19. Notices. All notices hereunder shall be in writing and given in accordance with Article XX of the Loan Agreement.

20. Severability. The parties agree that each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Deed of Trust or any application of this Deed of Trust (as to any party or otherwise) is held to be prohibited by or invalid under applicable law, such provision or application shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deed of Trust or any other applications of this Deed of Trust.

21. Governing Law. THIS DEED OF TRUST 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.

22. Jurisdiction; Venue; Waiver of Jury Trial. Disputes under this Deed of Trust are subject to the provisions of the Loan Agreement as to jurisdiction and venue and, as to any such dispute, the parties WAIVE ALL RIGHTS TO TRIAL BY JURY, as set forth in the Loan Agreement.

23. Request for Notice. Borrower requests that copies of any notice of default and notice of sale hereunder be sent to Borrower at Borrower's address set forth in the Loan Agreement.

This Deed of Trust is also upon the STATUTORY CONDITION, for any breach of which, or for any breach of any other of the covenants, conditions, agreements and obligations of Borrower herein contained, or upon the occurrence of any of the events specified as an Event of Default in this Deed of Trust or if the whole of the principal sum of and the interest on the Note shall become due, the Lender shall have the STATUTORY POWER OF SALE



**Exhibit A**

Lot 1, JORDAN VALLEY MEDICAL CENTER, according to the Official Plat thereof recorded November 3, 2015, as Entry No. 12164134, in Book 2015 P of Plats, at Page 252, in the Office of the Salt Lake County Recorder, State of Utah.