

12

When Recorded Return To:  
Quick Data Services, Inc.  
2005 East 2700 South, Suite 200  
Salt Lake City, UT 84109

Jordan Valley Medical Center  
West Jordan, Salt Lake County, Utah

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04/15/2021 10:34 AM \$40.00  
Book - 11157 Pg - 4382-4393  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
QUICK DATA SERVICES INC  
2005 E 2700 S STE 200  
SLC UT 84109  
BY: ADA, DEPUTY - WI 12 P.

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

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

STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE

**THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES** (this "Amendment") is dated and made effective as of this 19th day of February, 2021, 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 NORWOOD-STEWARD, LLC, MPT OF AYER-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-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 KATY**

1463 FCER, LLC, MPT OF VICTORY LAKES FCER, LLC, MPT OF DORCHESTER-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, MPT OF LAYTON-STEWARD, LLC, MPT OF HOUSTON-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF HAVERHILL-STEWARD, LLC, MPT TRS LENDER-STEWARD, LLC, MPT OF BIG SPRING-STEWARD, LLC, MPT OF FLORENCE, LLC, MPT OF WEST JORDAN-STEWARD PROPERTY, LLC, and MPT OF LAYTON-STEWARD PROPERTY, LLC, , each a Delaware limited liability company (collectively, the "Original Assignees"), MPT OF MISSOURI CITY - DULLES FCER, LLC, MPT OF CONVERSE FCER, LLC, MPT OF DEZAVALA FCER, LLC, MPT OF HELOTES FCER, LLC, MPT OF NACOGDOCHES FCER, LLC, and MPT OF POTRANCO FCER, LLC, GL6016, LLC each a Delaware limited liability company (collectively, the "Severed Assignees") (the Original Assignees, Severed Assignees and their respective successors and assigns, 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 the Assignees entered into that certain Assignment of Rents and Leases, dated as of July 7, 2020, relating to certain real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto, which was recorded on July 8, 2020 under **Instrument Number 13321865 in Book 10975, Pages 1745-1769**, in the Office of the County Recorder of Salt Lake County, Utah (the "Original ARL").

B. The parties desire to amend the Original ARL to remove the Severed Assignees.

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, each of the Severed Assignees is released from the Original ARL and shall no longer constitute an "Assignee" thereunder, provided, however, that each Severed Assignee shall continue to have all of the rights, interests, and benefits of an "Assignee" under the Original ARL with respect to matters or events occurring prior to the date hereof.

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]




**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 NORWOOD-STEWARD, LLC  
MPT OF AYER-STEWARD, LLC  
MPT OF WARREN-STEWARD, LLC  
MPT OF YOUNGSTOWN-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  
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MPT OF PORT ARTHUR RE-STEWARD, LLC  
MPT OF SAN ANTONIO RE-STEWARD, LLC  
MPT OF LEHI-STEWARD, LLC  
MPT OF KATY 1463 FCER, LLC  
MPT OF VICTORY LAKES FCER, LLC  
MPT OF DORCHESTER-STEWARD, LLC  
MPT OF WEST JORDAN-STEWARD, LLC  
MPT OF LAYTON-STEWARD, LLC  
MPT OF HOUSTON RE-STEWARD, LLC  
MPT OF HOUSTON-STEWARD, LLC**  
[continued on following page]

**MPT OF HAVERHILL-STEWARD, LLC  
MPT OF BIG SPRING-STEWARD, LLC  
MPT OF FLORENCE, 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: R. Steven Hamner  
Its: Executive Vice President & CFO

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

By: MPT Development Services, Inc.,  
a Delaware corporation.  
Its: Sole Member of each above referenced entity


By:   
Name: R. Steven Hamner  
Its: Executive Vice President & CFO

**MPT OF WEST JORDAN-STEWARD PROPERTY, LLC  
MPT OF LAYTON-STEWARD PROPERTY, LLC**

By: MPT OF UTAH STEWARD, LLC  
Its: Sole Member

By: MPT OF UTAH STEWARD HOLDINGS, LLC  
Its: Manager

By: MPT OPERATING PARTNERSHIP, L.P.  
Its Sole Member

By:   
Name: R. Steven Hamner  
Title: Executive Vice President & CFO


The undersigned Severed Assignees acknowledge and agree that they are no longer a party to the Original ARL and agree to the terms of this Amendment:

**SEVERED ASSIGNEES:**

**MPT OF MISSOURI-DULLES 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**

By: MPT Operating Partnership, L.P.,  
a Delaware limited partnership

Its: Sole Member of each above-referenced entity

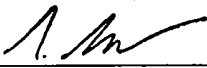
By:   
Name: R. Steven Hamner  
Its: Executive Vice President & CFO

**GL6016, LLC**  
a Delaware limited liability company

By: GL6016P, LLC  
a Delaware limited liability company

Its: Sole Member

By: MPT Development Services, Inc.  
Its: Sole Member

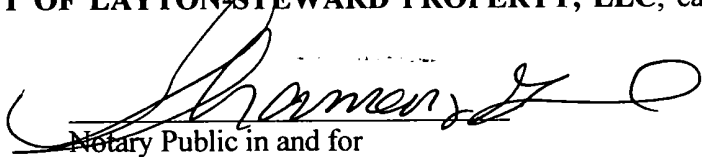
By:   
Name: R. Steven Hamner  
Title: Executive Vice President & CFO

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

STATE OF ALABAMA                    )  
  ): ss.  
JEFFERSON COUNTY                    )

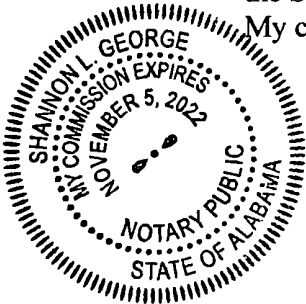
The foregoing instrument was acknowledged before me this 16 day of Dec, 2020 by R. Steven Hamner as EUP CFO of MPT Operating Partnership, L.P., as the Sole Member of MPT of Utah-Steward Holdings, LLC, as Manager of MPT of Utah-Steward, LLC, as sole member of **MPT OF WEST JORDAN-STEWARD PROPERTY, LLC, MPT OF LAYTON-STEWARD PROPERTY, LLC**, each a Delaware limited liability company

(NOTARY SEAL)



Notary Public in and for  
the State of Alabama

My commission expires: 11-5-22

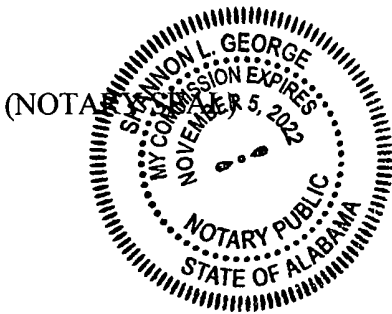




Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF ALABAMA )  
: ss.  
JEFFERSON COUNTY )

The foregoing instrument was acknowledged before me this 16 day of Dec, 2020, by R. Steven Hamner, the EVP CFO 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 NORWOOD-STEWARD, LLC, MPT OF AYER-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-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 KATY 1463 FCER, LLC, MPT OF MISSOURI CITY - DULLES FCER, LLC, MPT OF VICTORY LAKES FCER, LLC, MPT OF DORCHESTER-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 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, MPT OF FLORENCE, LLC, each a Delaware limited liability company.



[Signature]  
Notary Public in and for  
the State of Alabama  
My commission expires: 11-5-22



Exhibit A

Legal Description

**PARCEL 1: (27-05-251-025)**

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

**PARCEL 2: (27-05-251-024-2002:2000:2001 Lot 2, and 27-05-251-026 Lot 3)**

Lots 2, and 3, JORDAN VALLEY MEDICAL CENTER, according to the Official Plat thereof recorded November 3, 2015, as Entry No. 12164134, in Book 2015P of Plats, at Page 252, in the Office of the Salt Lake County Recorder, State of Utah.

**PARCEL 3: (27-05-251-005)**

Beginning on the centerline of 9000 South Street, said point being due South 2669.21 feet and due East 3678.81 feet from the Northwest Corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°56' West 1059.68 feet and North 85°04' West 390.10 feet and South 89°56' West 180.38 feet from the East Quarter Corner of the aforesaid Section 5; and running thence North 0°01'47" West 1313.81 feet to the 40 acres line; thence South 89°32'34" East along said 40 acre line 198.01 feet; thence South 0°01'47" East 724.33 feet; thence North 89°32'34" West 148.01 feet; thence South 0°01'47" East 589.18 feet; thence South 89°56' West 50.00 feet to the point of beginning.

**PARCEL 4: (27-05-251-006)**

Beginning on the centerline of 9000 South Street, said point being due South 2670.52 feet and due East 3876.81 feet from the Northwest Corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°56' West 1059.68 feet and North 85°04' West 372.42 feet from the East Quarter Corner of the aforesaid Section 5; and running thence North 85°04' West 17.68 feet; thence South 89°56' West 130.38 feet; thence North 0° 01'47" West 587.85 feet; thence South 89°32'34" East 148.01 feet; thence South 0°01'47" East 589.37 feet to the point of beginning.

**PARCEL 5:**

Benefits, if any, as contained in that certain Reciprocal Grant of Parking Easement, recorded December 23, 1983, as Entry No. 3886627, in Book 5518, at Page 2199, of Official Records, and re-recorded on March 19, 1984, as Entry No. 3918077, in Book 5539, at page 2760, of Official Records.

**PARCEL 6:**

Benefits, if any, as contained in that certain Declaration of Covenants and Mutual Easements, recorded December 6, 1994, as Entry No. 5979767, in Book 7066, at page 1190, of Official Records.

**PARCEL 7:**

Benefits, if any, as contained in that certain Declaration of Easements, recorded August 4, 2005, as Entry No. 9452353, in Book 9169, at page 5447, of Official Records, and Amended and Restated Declaration of Easements, recorded October 26, 2005, as Entry No. 9533994, in Book 9208, at page 1175, of Official Records, and Second Amended and Restated Declaration of Easements and Restrictions, recorded January 9, 2007, as Entry No. 9966231, in Book 9406, at Page 2619, of Official Records.

**PARCEL 8:**

Benefits, if any, as contained in that certain Easement Agreement, recorded October 23, 2015, as Entry No. 12156790, in Book 10372, at page 9107, of Official Records.

Said property is also known by the street address of:

APN 27-05-251-025-000