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10/2/2017 11:47:00 AM \$110.00  
Book - 10604 Pg - 6962-6973  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
STEWART TITLE INS AGCY OF UT  
BY: eCASH, DEPUTY - EF 12 P.

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

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Baker Donelson Bearman Caldwell & Berkowitz, PC  
420 20<sup>th</sup> Street North  
Suite 1400 Wells Fargo Tower  
Birmingham, Alabama 35203  
Attention: Lynn Reynolds

ST #01459-25615

(Space above for Recorder's use only)

TAX PARCEL IDS:  
16-05-201-005-2000,  
16-05-201-005-2001,  
16-05-202-015-0000,  
16-05-201-006-0000,  
16-05-201-005-2002,  
16-05-202-014-0000,  
16-05-202-013-0000.

**MEMORANDUM OF MASTER LEASE AGREEMENT**

THIS MEMORANDUM OF MASTER LEASE AGREEMENT (this "Memorandum") is made as of this 29<sup>th</sup> day of September, 2017, by and among MPT OF BRIGHTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF METHUEN-STEWARD, LLC, MPT OF TAUNTON-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, and MPT OF SEBASTIAN-STEWARD, LLC, each a Delaware limited liability company (collectively, jointly and severally, "Original Lessor"), and MPT OF HOPE-STEWARD, LLC, MPT OF LEHI-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF HOUSTON-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 PORT ARTHUR RE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF PHOENIX RE-STEWARD, LLC, MPT OF OGDEN RE-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF SAN ANTONIO RE-STEWARD, LLC, MPT OF MARICOPA RE-STEWARD, LLC, MPT OF ODESSA RE-STEWARD, LLC, MPT OF WOODLAND

**PARK RE-STEWART, LLC, MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF WEST VALLEY CITY, LLC, and MPT OF PORT ARTHUR, LLC**, each a Delaware limited liability company (collectively, jointly and severally, **“Additional Lessor”**), each of Original Lessor and Additional Lessor having its principal office at 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 32542, Attn: Legal Department, and **STEWART ST. ELIZABETH’S MEDICAL CENTER OF BOSTON, INC., STEWARD GOOD SAMARITAN MEDICAL CENTER, INC., STEWARD HOLY FAMILY HOSPITAL, INC., STEWARD ST. ANNE’S HOSPITAL CORPORATION, MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., STEWARD TRUMBULL MEMORIAL HOSPITAL, INC., STEWARD HILLSIDE REHABILITATION HOSPITAL, INC., STEWARD NORTHSIDE MEDICAL CENTER, INC., STEWARD SHARON REGIONAL HEALTH SYSTEM, INC., STEWARD EASTON HOSPITAL, INC., STEWARD ROCKLEDGE HOSPITAL, INC., STEWARD MELBOURNE HOSPITAL, INC., and STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC.**, each a Delaware corporation, **STEWART MEDICAL GROUP, INC.**, a Massachusetts corporation, **SHC YOUNGSTOWN OHIO PSC LLC, BREVARD SHC HOLDINGS LLC, and STEWARD FLORIDA ASC LLC**, each a Delaware limited liability company (collectively, jointly and severally, **“Original Lessee”**), and **BRIM HOLDING COMPANY, INC., BEAUMONT HOSPITAL HOLDINGS, INC., IASIS HEALTHCARE HOLDINGS, INC., IASIS MANAGEMENT COMPANY**, each a Delaware corporation, **JORDAN VALLEY MEDICAL CENTER, LP, ODESSA REGIONAL HOSPITAL, LP, ST. LUKE’S MEDICAL CENTER, LP, ST. LUKE’S BEHAVIORAL HOSPITAL, LP, SALT LAKE REGIONAL MEDICAL CENTER, LP, SOUTHWEST GENERAL HOSPITAL, LP, MESA GENERAL HOSPITAL, LP, MOUNTAIN VISTA MEDICAL CENTER, LP, IASIS GLENWOOD REGIONAL MEDICAL CENTER, LP, THE MEDICAL CENTER OF SOUTHEAST TEXAS, LP**, each a Delaware limited partnership, **SEABOARD DEVELOPMENT PORT ARTHUR LLC, BRIM HEALTHCARE OF TEXAS, LLC, IASIS FINANCE TEXAS HOLDINGS, LLC**, each a Delaware limited liability company, **SJ MEDICAL CENTER, LLC**, a Texas limited liability company, **SEABOARD DEVELOPMENT, LLC**, a Utah limited liability company, and **BRIM HEALTHCARE OF COLORADO, LLC**, a Colorado limited liability company (collectively, jointly and severally, **“Additional Lessee”**), each of Original Lessee and Additional Lessee having its principal office at c/o Steward Health Care System LLC, 111 Huntington Avenue, Suite 1800, Boston, Massachusetts 02199, Attn: Chief Executive Officer, under the following circumstances:

A. Original Lessor and Original Lessee are parties to that certain Master Lease Agreement, dated October 3, 2016 (as the same has been or hereafter may be modified, amended and/or restated from time to time, the **“Original Lease”**), whereby Original Lessor leased to Original Lessee, and Original Lessee leased from Original Lessor, certain real property located in various cities and counties in the States of Florida and Ohio and the Commonwealths of Massachusetts and Pennsylvania as more particularly described in the Original Lease (the **“Original Land”**), together with (i) the improvements located or to be located on the Original Land as more particularly described in the Original Lease (the **“Original Leased Improvements”**), (ii) the **“Fixtures”** (as defined in the Original Lease) and (iii) all easements, rights and appurtenances relating to the Original Land and the Original Leased Improvements (collectively, the **“Original Leased Property”**).

B. Contemporaneously herewith, the Original Lease has been amended (the “**Lease Amendment**”) (the Original Lease, as amended by the Lease Amendment, is hereinafter referred to as the “**Lease**”) by, among other things, adding real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described on **Exhibit A** attached hereto and made a part hereof by reference and incorporation (the “**Additional Land**”), together with (i) the improvements located or to be located on the Additional Land as more particularly described in the Lease (the “**Additional Leased Improvements**”), (ii) the “**Fixtures**” (as defined in the Lease) and (iii) all easements, rights and appurtenances relating to the Additional Land and the Additional Leased Improvements (collectively, the “**Additional Leased Property**”, and together with the Original Leased Property, the “**Leased Property**”), and by adding as additional parties thereto the Additional Lessor and Additional Lessee. The Original Lessor, along with the Additional Lessor, are hereinafter referred to as the “**Lessor**”. The Original Lessee, along with the Additional Lessee, are hereinafter referred to as the “**Lessee**”.

C. Lessor and Lessee desire to file this Memorandum of record in the records of Salt Lake County, Utah, in order to provide record notice to all third parties of the rights of Lessor and Lessee under the Lease.

NOW THEREFORE, for and in consideration of the covenants and promises of the parties set forth in the Lease, and for other good and valuable consideration, the receipt, adequacy 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. Upon, subject to and in consideration of the terms and conditions set forth in the Lease, Lessor has leased the Leased Property to Lessee, and Lessee has leased the Leased Property from Lessor.

2. The Leased Property is leased for a fixed term (the “**Fixed Term**”) commencing on the date hereof and ending at midnight on October 31, 2031, unless sooner terminated or extended as provided in the Lease.

3. Subject to the terms, provisions and conditions set forth in the Lease, Lessee has the option to extend the Fixed Term on the same terms and conditions set forth in the Lease for three (3) additional periods of five (5) years each.

4. Subject to the terms, provisions, conditions and limitations described in the Lease, upon the expiration of the Fixed Term and during the continuation of any Extension Terms (as defined in the Lease), Lessee has a first refusal option to purchase the Leased Property.

5. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written out at length herein. The Lease and this Memorandum shall be deemed to constitute a single instrument; provided, however, that in the event of a conflict between this Memorandum and the Lease, the terms and conditions of the Lease shall control. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall not, in any way, alter, amend, modify or supersede the Lease.

6. This Memorandum may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[ Intentionally Left Blank ]

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed as of the date and year first above written.


**LESSOR:**

**MPT OF BRIGHTON-STEWARD, LLC  
MPT OF BROCKTON-STEWARD, LLC  
MPT OF FALL RIVER-STEWARD, LLC  
MPT OF METHUEN-STEWARD, LLC  
MPT OF TAUNTON-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 HOPE-STEWARD, LLC,  
MPT OF LEHI-STEWARD, LLC,  
MPT OF ODESSA-STEWARD, LLC,  
MPT OF HOUSTON-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 PORT ARTHUR RE-STEWARD, LLC,  
MPT OF TEXARKANA-STEWARD, LLC,  
MPT OF PHOENIX RE-STEWARD, LLC,  
MPT OF OGDEN RE-STEWARD, LLC,  
MPT OF HOUSTON RE-STEWARD, LLC,  
MPT OF SAN ANTONIO RE-STEWARD, LLC,  
MPT OF MARICOPA RE-STEWARD, LLC,  
MPT OF ODESSA RE-STEWARD, LLC,  
MPT OF WOODLAND PARK RE-STEWARD, LLC,  
MPT OF MESA, LLC,  
MPT OF WEST MONROE, LLC,  
MPT OF WEST VALLEY CITY, LLC, and  
MPT OF PORT ARTHUR, 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: Robert M. Moss  
Its: Assistant Secretary

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

STATE OF ALABAMA )  
 : ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2017, by Robert M. Moss, the Assistant Secretary of MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, the Sole Member of each of MPT OF BRIGHTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF METHUEN-STEWARD, LLC, MPT OF TAUNTON-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 HOPE-STEWARD, LLC, MPT OF LEHI-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF HOUSTON-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 PORT ARTHUR RE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF PHOENIX RE-STEWARD, LLC, MPT OF OGDEN RE-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF SAN ANTONIO RE-STEWARD, LLC, MPT OF MARICOPA RE-STEWARD, LLC, MPT OF ODESSA RE-STEWARD, LLC, MPT OF WOODLAND PARK RE-STEWARD, LLC, MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF WEST VALLEY CITY, LLC, and MPT OF PORT ARTHUR, LLC, each a Delaware limited liability company.

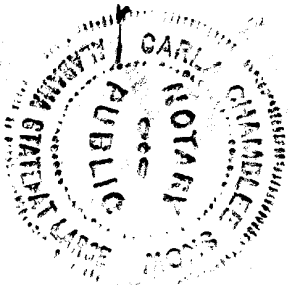
*Carla Chamblee Snow*

NOTARY PUBLIC

Printed Name: CARLA CHAMBLEE SNOW

My Commission Expires: 4/7/2019

[AFFIX NOTARY SEAL]




**CARLA CHAMBLEE SNOW**  
Notary Public  
Alabama State at Large  
My Commission Expires - April 7, 2019

**LESSEE:**

**STEWARD HOLY FAMILY HOSPITAL, INC.,  
MORTON HOSPITAL, A STEWARD FAMILY  
HOSPITAL, INC.,  
STEWARD GOOD SAMARITAN MEDICAL  
CENTER, INC.,  
STEWARD ST. ANNE'S HOSPITAL  
CORPORATION,  
STEWARD ST. ELIZABETH'S MEDICAL CENTER  
OF BOSTON, INC.,  
STEWARD TRUMBULL MEMORIAL HOSPITAL,  
INC.,  
STEWARD HILLSIDE REHABILITATION  
HOSPITAL, INC.,  
STEWARD NORTHSIDE MEDICAL CENTER,  
INC.,  
STEWARD SHARON REGIONAL HEALTH  
SYSTEM, INC.,  
STEWARD EASTON HOSPITAL, INC.,  
STEWARD ROCKLEDGE HOSPITAL, INC.,  
STEWARD MELBOURNE HOSPITAL, INC.,  
STEWARD SEBASTIAN RIVER MEDICAL  
CENTER, INC.,  
STEWARD MEDICAL GROUP, INC.,  
SHC YOUNGSTOWN OHIO PSC LLC,  
BREVARD SHC HOLDINGS LLC,  
STEWARD FLORIDA ASC LLC,  
BRIM HOLDING COMPANY, INC.,  
BEAUMONT HOSPITAL HOLDINGS, INC.,  
IASIS HEALTHCARE HOLDINGS, INC.,  
IASIS MANAGEMENT COMPANY,  
JORDAN VALLEY MEDICAL CENTER, LP,  
ODESSA REGIONAL HOSPITAL, LP,  
ST. LUKE'S MEDICAL CENTER, LP,  
ST. LUKE'S BEHAVIORAL HOSPITAL, LP,  
SALT LAKE REGIONAL MEDICAL CENTER, LP,  
SOUTHWEST GENERAL HOSPITAL, LP,  
MESA GENERAL HOSPITAL, LP,  
MOUNTAIN VISTA MEDICAL CENTER, LP,  
IASIS GLENWOOD REGIONAL MEDICAL  
CENTER, LP,  
THE MEDICAL CENTER OF SOUTHEAST TEXAS,  
LP,**



**SEABOARD DEVELOPMENT PORT ARTHUR LLC,  
BRIM HEALTHCARE OF TEXAS, LLC,  
SJ MEDICAL CENTER, LLC,  
IASIS FINANCE TEXAS HOLDINGS, LLC,  
SEABOARD DEVELOPMENT, LLC, and  
BRIM HEALTHCARE OF COLORADO, LLC**

By:   
Name: Joseph J. Maher  
Title: Secretary

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

COMMONWEALTH OF MASSACHUSETTS )  
: ss.  
COUNTY OF SUFFOLK )

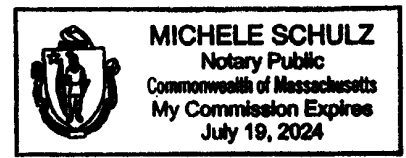
The foregoing instrument was acknowledged before me this 29 day of September, 2017, by Joseph C. Maher Jr., the Secretary of each of STEWARD HOLY FAMILY HOSPITAL, INC., MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., STEWARD GOOD SAMARITAN MEDICAL CENTER, INC., STEWARD ST. ANNE'S HOSPITAL CORPORATION, STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC., STEWARD TRUMBULL MEMORIAL HOSPITAL, INC., STEWARD HILLSIDE REHABILITATION HOSPITAL, INC., STEWARD NORTHSIDE MEDICAL CENTER, INC., STEWARD SHARON REGIONAL HEALTH SYSTEM, INC., STEWARD EASTON HOSPITAL, INC., STEWARD ROCKLEDGE HOSPITAL, INC., STEWARD MELBOURNE HOSPITAL, INC., STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC., BRIM HOLDING COMPANY, INC., BEAUMONT HOSPITAL HOLDINGS, INC., IASIS HEALTHCARE HOLDINGS, INC., and IASIS MANAGEMENT COMPANY, each a Delaware corporation, STEWARD MEDICAL GROUP, INC., a Massachusetts corporation, SHC YOUNGSTOWN OHIO PSC LLC, BREVARD SHC HOLDINGS LLC, STEWARD FLORIDA ASC LLC, SEABOARD DEVELOPMENT PORT ARTHUR LLC, IASIS FINANCE TEXAS HOLDINGS, LLC, and BRIM HEALTHCARE OF TEXAS, LLC, each a Delaware limited liability company, ST. LUKE'S MEDICAL CENTER, LP, ST. LUKE'S BEHAVIORAL HOSPITAL, LP, SALT LAKE REGIONAL MEDICAL CENTER, LP, SOUTHWEST GENERAL HOSPITAL, LP, MESA GENERAL HOSPITAL, LP, MOUNTAIN VISTA MEDICAL CENTER, LP, IASIS GLENWOOD REGIONAL MEDICAL CENTER, LP, THE MEDICAL CENTER OF SOUTHEAST TEXAS, LP, JORDAN VALLEY MEDICAL CENTER, LP, and ODESSA REGIONAL HOSPITAL, LP, each a Delaware limited partnership, SJ MEDICAL CENTER, LLC, a Texas limited liability company, SEABOARD DEVELOPMENT, LLC, a Utah limited liability company, and BRIM HEALTHCARE OF COLORADO, LLC, a Colorado limited liability company.

Michele Schulz  
NOTARY PUBLIC  
Printed Name: Michele Schulz  
My Commission Expires: July 19 2024

[AFFIX NOTARY SEAL]



[MOL - Salt Lake Regional Medical Center]



**Exhibit A**

**Additional Land**

**Exhibit A**

**(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.