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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE INSURANCE
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ATLANTA GA 30328
BY: MZA, DEPUTY - MA 8 P.

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

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

When Recorded Return To:
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 916881

(Space above for Recorder's use only)

**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 27th day of June, 2018, by and among SALT LAKE REGIONAL MEDICAL CENTER, LP, a Delaware limited partnership ("Assignor"), having an address at c/o Steward Health Care System LLC, 111 Huntington Avenue, Suite 1800, Boston, Massachusetts 02199, Attn: Chief Executive Officer, and MPT OF METHUEN-STEWARD, LLC (in its capacity as a lessor), 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-

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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, and MPT OF LEHI-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Original Lessors"), MPT OF NORWOOD-STEWARD, LLC, and MPT OF AYER-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Additional Lessors," and together with the Original Lessors, collectively, the "Lessors"), MPT OF METHUEN-STEWARD, LLC (in its capacity as a lender), MPT OF DORCHESTER-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, and MPT OF LAYTON-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Original Lenders"), 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 "Additional Lenders" and together with the Original Lenders, collectively, the "Lenders") (the Original Lessors, Additional Lessors, Original Lenders, and Additional Lenders 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 (the "Original ARL"), relating to real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described in the Original ARL, which was recorded on October 2, 2017, 2017 under **Instrument Number 12628112 at Book 10604, Page 6974-6996**, in the Official Public Records of Real Property of Salt Lake County, Utah.

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

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

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

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

(a) **Lenders.** The defined term "Lenders" in the preamble of the Original ARL is amended to (i) add and include the Additional Lenders, each of which is joined as a "Lender" for all purposes under the Original ARL; and (ii) remove the Additional Lessors, each of which shall no longer constitute a "Lender" under the Original ARL; provided however, that each Additional Lessor 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.

(b) Lessors. The defined term “Lessors” in the preamble of the Original ARL is amended to (i) add and include the Additional Lessors, each of which is joined as a “Lessor” for all purposes under the Original ARL; and (ii) remove MPT of Woodland Park RE-Steward, LLC, MPT of Houston-Steward, LLC, and MPT of Houston RE-Steward, LLC, each a Delaware limited liability company, each of which shall no longer constitute a “Lessor” under the Original ARL; provided however, that each such party shall continue to have all of the rights, interests and benefits of a “Lessor” under the Original ARL with respect to any acts, omissions, liabilities, or events occurring or accruing prior to the date hereof.

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

(d) Borrowers. The defined term “Borrowers” in Article I of the Original ARL is amended to (i) add and include SJ Medical Center, LLC, a Texas limited liability company, and Steward St. Anne’s Hospital Corporation, a Delaware corporation, each of which shall constitute a “Borrower” for all purposes under the Original ARL; and (ii) remove Nashoba Valley Medical Center, A Steward Family Hospital, Inc., and Steward Norwood Hospital, Inc., each a Delaware corporation, each of which shall no longer constitute a “Borrower” under the Original ARL.

(e) Lessees. The defined term “Lessees” in Article I of the Original ARL is amended to (i) add and include Nashoba Valley Medical Center, A Steward Family Hospital, Inc., and Steward Norwood Hospital, Inc., each a Delaware corporation, each of which shall constitute a “Lessee” for all purposes under the Original ARL; and (ii) remove SJ Medical Center, LLC, a Texas limited liability company, and Brim Healthcare of Colorado, LLC, a Colorado limited liability company, each of which shall no longer constitute a “Lessee” under the Original ARL.

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

“Mortgage Notes” shall mean, collectively, (i) that certain Amended and Restated Promissory Note, dated as of March 16, 2018, by certain of the Borrowers in favor of certain of the Assignees in the original principal amount of Six Hundred Sixteen Million and No/100 Dollars (\$616,000,000.00), (ii) 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), (iii) 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), and (iv) that certain Promissory Note, dated as of February 28, 2018, by SJ Medical Center, LLC, a Texas limited liability company, in favor of MPT of Houston-Steward, LLC and MPT of Houston RE-Steward,

LLC, each a Delaware limited liability company, in the original principal amount of One Hundred Forty-Eight Million Seventy-Two Thousand Nine Hundred Fifty-Nine and 01/100 Dollars (\$148,072,959.01), as any of the same may be modified, amended or restated from time to time.

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

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

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

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

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

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


[Remainder of page intentionally left blank]

[Signatures and acknowledgments on following pages]

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

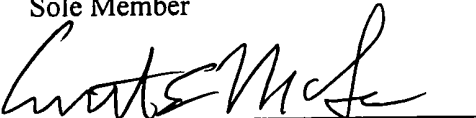
By: MPT Operating Partnership, L.P.,
a Delaware limited partnership.
Its: Sole Member of each above-referenced entity

By: 
Name: Emmett E. McLean
Title: 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 WOODLAND PARK RE-STEWARD, LLC

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

By: 
Name: Emmett E. McLean
Title: Executive Vice President, COO
and Secretary

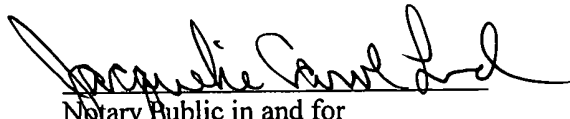
[First Amendment to Assignment of Rents and Leases - Salt Lake Regional Medical Center]

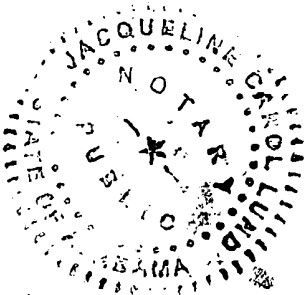
STATE OF ALABAMA §
JEFFERSON COUNTY §

I, the undersigned, a notary public, do hereby certify that Emmett McLean, as the EVPCOO Secretary of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of each of MPT OF METHUEN-STEWARD, LLC, MPT OF BRIGHTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-STEWARD, LLC, MPT OF EASTON-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC, MPT OF SEBASTIAN-STEWARD, LLC, MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF PORT ARTHUR, LLC, MPT OF WEST VALLEY CITY, LLC, MPT OF HOPE-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF PHOENIX-STEWARD, LLC, MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, MPT OF SAN ANTONIO-STEWARD, LLC, MPT OF TEMPE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF MARICOPA RE-STEWARD, LLC, MPT OF ODESSA RE-STEWARD, LLC, MPT OF OGDEN RE-STEWARD, LLC, MPT OF PHOENIX RE-STEWARD, LLC, MPT OF PORT ARTHUR RE-STEWARD, LLC, MPT OF WOODLAND PARK 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-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, and MPT OF FALL RIVER-STEWARD LENDER, LLC, each a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited partnership, as the Sole Member of each such limited liability company.

Witness my hand and official seal this the 25th day of June, 2018.

(NOTARY SEAL)


Notary Public in and for
the State of Alabama
My commission expires: 03/26/2022



[First Amendment to Assignment of Rents and Leases - Salt Lake Regional Medical Center]