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

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

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

(Space above for Recorder's use only)

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15-30-476-007
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15-30-477-003
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15-30-478-037
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15-30-478-040

COURTESY RECORDING
This document is being recorded solely as a courtesy
and an accommodation to the parties named herein.
Stewart Title hereby expressly
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or the content thereof.

ASSIGNMENT OF RENTS AND LEASES

STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is entered into as of September 29, 2017, by and among **JORDAN VALLEY 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 such capacity as 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 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 TEXARKANA-STEWARD, LLC, MPT OF HOUSTON RE-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, and MPT OF LEHI-STEWARD, LLC, each a Delaware limited liability company (collectively, "Lessors"), and MPT OF METHUEN-STEWARD, LLC (in such capacity as Lender), MPT OF DORCHESTER-STEWARD, LLC, MPT OF NORWOOD-STEWARD, LLC, MPT OF AYER-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, and MPT OF LAYTON-STEWARD, LLC, each a Delaware limited liability company (collectively, the "Lenders") (the Lenders and Lessors 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.

WITNESSETH:

ARTICLE I
Definitions

As used herein, the following capitalized terms used herein shall have the following meanings:

"Affiliate" shall mean, with respect to any Person (i) any Person that, directly or indirectly, controls or is controlled by or is under common control with such Person, or (ii) any other Person that owns, beneficially, directly or indirectly, 25% or more of the outstanding capital stock, shares or Equity Interests of such Person. For the purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities or otherwise; provided that neither Cerberus Capital Management, L.P., or any of its Affiliates (other than Guarantor and its subsidiaries) nor Ralph de la Torre, M.D. shall be deemed to be an Affiliate of Guarantor or any other Steward Parties.

"Assignor's Personal Property" shall mean, all of Assignor's consumable inventory and supplies, machinery, equipment, furniture, furnishings, trailers, movable walls or partitions, computers, trade fixtures, and other tangible or intangible personal property (including all such items not permanently affixed to the applicable Property), currently owned and acquired after the execution of this Assignment, and necessary, used, or useful in the operation of the applicable Facility, but excluding any items included within the definition of Fixtures.

"Bankruptcy Claims" shall mean all of Assignor's claims and rights to the payment of damages arising from any rejection by a Tenant of any Tenant Lease under the Bankruptcy Code.

“Bankruptcy Code” shall mean 11 U.S.C. § 101 et seq. (as the same may be amended from time to time).

“Borrowers” shall mean, collectively, Steward Carney Hospital, Inc., Steward Holy Family Hospital, Inc., Steward Norwood Hospital, Inc., and Nashoba Valley Medical Center, A Steward Family Hospital, Inc., each a Delaware corporation, Jordan Valley Medical Center, LP and Davis Hospital & Medical Center, LP, each a Delaware limited partnership.

“Business Day” shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which commercial banks in the City of New York, New York are authorized or obligated by law or executive order to close.

“Engineering Documents” shall mean all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans, and other plans and studies that relate to all or any portion of the Land, the Improvements or the Personal Property.

“Environmental Indemnification Agreement” shall mean that certain Environmental Indemnification Agreement, dated as of October 3, 2016, executed by the Guarantor in favor of certain of the Assignees, as the same may be modified, amended, restated or supplemented from time to time.

“Equity Interests” shall mean, with respect to any Person, the voting power, ownership, or other equitable interests of such Person, including any interest represented by any capital stock, convertible or participating debt instruments, membership interest, partnership interest, or any similar interest therein.

“Event of Default” shall mean any happening or occurrence described in Article VI hereof.

“Facility” shall mean that certain healthcare facility located on the Land.

“Fixtures” shall mean, all equipment, machinery, fixtures, and other items of real property, including all components thereof, now and hereafter located in, on or used in connection with, and that are, in each case, permanently affixed to the Land or affixed or incorporated into the buildings and structure on the Land, Improvements, including, without limitation, all affixed furnaces, boilers, heaters, electrical equipment, heating, plumbing, lighting, ventilating, refrigerating, incineration, air and water pollution control, waste disposal, air-cooling and air-conditioning systems and apparatus, sprinkler systems and fire and theft protection equipment, and built-in oxygen and similar vacuum systems, all of which, to the greatest extent permitted by law, are hereby deemed by the parties to constitute real estate, together with all replacements, modifications, alterations and additions thereto.

“Improvements” shall mean all buildings, structures, Fixtures and other improvements of every kind, alleyways and connecting tunnels, sidewalks, utility pipes, conduits and lines (on-site and off-site), parking areas and roadways appurtenant to such buildings and structures presently or hereafter situated on the Land, including, without limitation, any such items constituting Capital Additions, and all hereditaments, easements, rights of way and other appurtenances related thereto.

“Intangible Property” shall mean all permits, licenses, approvals, entitlements and other governmental and quasi-governmental authorizations, including, without limitation, certificates of occupancy or need required in connection with the ownership, planning, development, construction, use, operation or maintenance of all or any portion of the Property, and other intangible property or any interest therein now or hereafter owned or held by Assignor in connection with the Land or Improvements, or any business or businesses now or hereafter conducted by Assignor or any Tenant thereon or with the use thereof, including all leases, contract rights, agreements, trademarks, trade names, water rights and reservations, zoning rights, business licenses and warranties (including those relating to construction or fabrication) related to the Land or Improvements, or any part thereof; excluding, however, Assignor's general corporate trademarks, service marks, logos or insignia or books and records.

“Land” shall mean all those certain lots, tracts or parcels of land described on Exhibit A attached hereto and incorporated herein by reference, any other parcel of land acquired or leased and made subject to this Assignment, for all purposes, together with all covenants, licenses, privileges and benefits thereto belonging, and any easements, rights-of-way, rights of ingress or egress or other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such real property including, without limitation, any strips and gores adjacent to or lying between such real property and any adjacent real property.

“Lessees” shall mean, collectively, Assignor, Steward 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., Steward Sebastian River Medical Center, Inc., Brim Holding Company, Inc., IASIS Healthcare Holdings, Inc., IASIS Management Company, and Beaumont Hospital Holdings, Inc., each a Delaware corporation, Steward Medical Group, Inc., a Massachusetts corporation, SHC Youngstown Ohio PSC LLC, Brevard SHC Holdings LLC, Steward Florida ASC LLC, IASIS Finance Texas Holdings, LLC, Seaboard Development Port Arthur LLC, and Brim Healthcare of Texas, LLC, each a Delaware limited liability company, Mountain Vista Medical Center, LP, IASIS Glenwood Regional Medical Center, LP, The Medical Center of Southeast Texas, LP, St. Luke’s Medical Center, LP, St. Luke’s Behavioral Hospital, LP, Odessa Regional Hospital, LP, Southwest General Hospital, LP, Salt Lake Regional Medical Center, LP, and Mesa General 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.

“License” shall mean the limited license as defined in Section 3.1 hereof.

“Master Lease” shall mean that certain Master Lease Agreement, dated as of October 3, 2016, among the Lessees and certain of the Assignees, as the same may be modified, amended or restated from time to time.

“Mortgage Loan Agreement” shall mean that certain Real Estate Loan Agreement, dated as of October 3, 2016, among the Borrowers and certain of the Assignees, as the same may be modified, amended or restated from time to time.

“Mortgage Loan Documents” shall mean the Mortgage Loan Agreement, the Mortgage Notes and the Mortgages (as defined in the Mortgage Loan Agreement).

“Mortgage Notes” shall mean collectively, (i) that certain Promissory Note, dated as of October 3, 2016, by certain of the Borrowers in favor of certain of the Assignees in the original principal amount of Six Hundred Million and No/100 Dollars (\$600,000,000), (ii) that certain Promissory Note, dated as of the date hereof, 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) and (iii) that certain Promissory Note, dated as of the date hereof, 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), as any of the same may be modified, amended or restated from time to time.

“Obligations” shall mean any and all of the indebtedness, covenants, conditions, warranties, representations and other obligations made or undertaken by Steward Health or any of its Affiliates under or pursuant to the Obligation Documents.

“Obligation Documents” shall mean the Master Lease, the Mortgage Loan Documents, the Environmental Indemnification Agreement and all other “Obligation Documents” under and as defined in the Mortgage Loan Agreement, in each case, as the same may be modified, amended, or restated from time to time.

“Person” shall mean an individual, a corporation, a limited liability company, a general or limited partnership, an unincorporated association, a joint venture, a governmental entity or another entity or group.

“Personal Property” shall mean all Intangible Property, all furnishings, equipment, tools, machinery, fixtures, appliances and all other tangible personal property now or hereafter located on or about the Land or the Improvements, other than the Fixtures.

“Property” shall mean the Improvements, the Land, the Personal Property and the Rents (hereinafter defined), together with:

(a) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereof, and all right, title and interest, if any, of Assignor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(b) all betterments, improvements, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein;

(c) all of Assignor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, the Improvements, the Fixtures or the Personal Property, including, but not limited to, those for any vacation of, or change in grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; and

(d) any and all security and collateral of any nature whatsoever, now or hereafter given for the repayment of or the performance and discharge of the Obligations.

As used in this Assignment, the term "Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above and all or, whether the context permits or requires, any interest therein.

"Rents" shall mean, with respect to the Land and the Improvements, the immediate, absolute and continuing right to collect and receive all of the rents, income, receipts, revenues, proceeds, security, guaranties, and other types of deposits, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (whether upon any applicable period of redemption or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, or any part thereof, including, without limiting the generality of the foregoing, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, together with any and all rights and claims of any kind which the Assignor may have against any Tenant under a Tenant Lease or any subtenants or occupants of the Property.

"Steward Health" shall mean Steward Health Care System LLC, a Delaware limited liability company.

"Tenant" shall mean the lessee, sublessee, tenant or subtenant under a Tenant Lease.

"Tenant Leases" shall mean, with respect to the Land and the Improvements, all written leases, subleases and other rental agreements (now or hereafter in effect), as any of the same may be amended, modified and/or restated from time to time, which grant a possessory interest in and to, or the right to use, occupy and enjoy all or any portion of the Land and the Improvements, including, without limitation, those certain Tenant Leases (if any) described on Schedule A attached hereto and incorporated herein by reference for all purposes, together with all the right, power and authority of the Assignor to enforce, alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements, together with any and all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof, as the same may be amended, modified and/or restated from time to time (whether before or after the filing by or against the Assignor of any petition of relief under the Bankruptcy Code) and all other related security and other deposits.

"Warranties" shall mean, all warranties, representations and guaranties with respect to the Property, whether express or implied, which Assignor now holds or under which Assignor is the

beneficiary, including, without limitation, all of the representations, warranties and guaranties given and/or assigned to the Assignor under the Tenant Leases.

Any terms not defined herein shall have the meaning ascribed to such terms in the Mortgage Loan Agreement or the Master Lease, depending on the Assignee.

ARTICLE II Assignment

Assignor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER to Assignees the Tenant Leases, the Rents, the Warranties and the Bankruptcy Claims TO HAVE AND TO HOLD UNTO ASSIGNEES forever, and Assignor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND the title to the Tenant Leases, the Rents, the Warranties and the Bankruptcy Claims unto Assignees against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise. This Assignment is an absolute, unconditional and presently effective assignment to Assignees, subject to Section 3.1 below, to secure the performance of the Obligations.

ARTICLE III Limited License, Continuation and Termination of Assignment

3.1 **Limited License.** Provided that there exists no Event of Default, Assignor shall have all rights under the Tenant Leases, under a limited license (the "License"), to observe, perform and discharge the obligations, terms, covenants, conditions and warranties of the Tenant Leases, including the right to collect upon, but not prior to accrual, all of the Rents arising from or out of the Tenant Leases, or any renewals or extensions thereof, or from or out of the Property or any part thereof. Assignor may use the Rents in any manner not inconsistent with the Obligation Documents. Upon the sale and conveyance by Assignees or their Affiliates, successors or assigns of the fee title to the Land and the Improvements, all right, title, interest and power granted under the License granted herein with respect to such Property shall be automatically continued subject to the terms and conditions of the Obligation Documents, including this Assignment. Upon the occurrence of and during the continuation of an Event of Default, without any further action by Assignees, Assignor shall hold all Rents paid to Assignor thereafter in trust for the use and benefit of the Assignees and the Assignees shall have the right, power and authority, whether or not it takes possession of the Property, to demand, collect, receive, sue for and recover in their own name any and all Rents and Bankruptcy Claims and to apply the sum(s) collected, first to the payment, satisfaction and discharge of expenses incident to the collection of the same, and the balance to the payment of the Obligations; provided, however, that Assignees shall not be deemed to have taken possession of such Property and shall not be deemed to have accepted or assumed any duties or obligations under the Tenant Leases except, in any such case, the exercise of their option to do so, evidenced by their written demand and overt act for such purpose in accordance with Article VII. It shall not be necessary for Assignees to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions set forth herein. If such Event of Default is

cured or waived in accordance with the applicable Obligation Documents, the revocable license shall be reinstated.

3.2 **Continuation and Termination of Assignment.** Upon final payment in full and discharge in full of the Obligations (other than contingent indemnification obligations for which no claim has been made), this Assignment shall become and be void and of no force or effect; provided, however, that the affidavit, certificate, letter or statement of any officer of any Assignee certifying in writing that any part of the Obligations remain unpaid and undischarged shall be and constitute conclusive evidence of the validity, effectiveness or continuing force of this Assignment, and any Person may, and is hereby authorized to, rely thereon. Written demand by any Assignee delivered to any Tenant for payment of the Rents during the continuation of any Event of Default claimed by Assignees shall, with respect to each such Tenant, be sufficient evidence of each such Tenant's obligation and authority to make all future payments of the Rents to Assignees without the necessity for further consent by Assignor.

ARTICLE IV Representations and Warranties

Assignor hereby unconditionally represents and warrants to Assignees as follows:

4.1 **Ownership of Tenant Leases and the Rents.** Assignor may lease portions of the Property, which lease(s) shall be subject to and in accordance with the terms and conditions of the Master Lease and Mortgage Loan Documents. Subject to the terms of the Master Lease and Mortgage Loan Documents, Assignor has good title to the applicable Tenant Leases and the Rents and has all requisite right, power and authority to assign the such Tenant Leases and the Rents, and no other person, firm or corporation has any right, title or interest therein.

4.2 **No Default.** Assignor has duly and punctually performed, all and singular, the terms, covenants, conditions and warranties of the Tenant Leases on Assignor's part to be kept, observed and performed; and, to Assignor's knowledge, the Tenants thereunder are not in default of any of the terms or provisions of the respective Tenant Leases, except for the non-payment of common area maintenance charges by certain Tenants.

4.3 **No Modification of the Tenant Leases or Anticipation or Hypothecation of the Rents.** (a) The Tenant Leases are valid and unmodified, except as indicated herein, and remain in full force and effect; (b) Assignor has not previously sold, assigned, transferred, or pledged the Tenant Leases or the Rents, or any part thereof, whether now due or hereafter to become due, except for the sales, assignments, transfers, mortgages and pledges for which Assignor has heretofore or contemporaneously herewith obtained a full release the Rents now due, or to become due, for any periods subsequent to the date hereof have not been collected and that payment thereof has not been anticipated, waived or released, discounted, setoff or otherwise discharged or compromised; and (c) Assignor has not received any funds or deposits from any Tenant for which credit has not already been made on account of the accrued Rents.

ARTICLE V Affirmative Covenants

Assignor hereby unconditionally covenants and agrees with Assignees as follows:

5.1 **Performance.** Assignor shall observe, perform and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions and warranties of the Obligation Documents and of the Tenant Leases (as applicable) (except upon Assignees' execution of their remedies under Article III by written demand or other overt act, among other things, to perform and discharge such duties or obligations under the Tenant Leases). Assignor shall promptly deliver to Assignees any notices received with respect to the Tenant Leases alleging any material failure on the part of Assignor to observe, perform and discharge the same.

5.2 **Notification to Tenants.** Upon Assignees' written request, Assignor shall notify and direct, in writing, each and every present or future Tenant or occupant of the Property or any part thereof that any security deposit or other deposits heretofore delivered to Assignor has been retained by Assignor or assigned and delivered to Assignees, as the case may be.

5.3 **Enforcement.** Assignor shall enforce the performance of each and every obligation, term, covenant, condition and agreement in the Tenant Leases by any Tenant to be performed, and Assignor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Tenant Leases or the obligations, duties or liabilities of Assignor and any Tenant thereunder, and upon written request by Assignees, Assignor will do so in the names and on behalf of Assignees, but at the expense of Assignor, and Assignor shall pay all reasonable costs and expenses of Assignees, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Assignees may appear.

5.4 **Anticipation or Hypothecation of the Rents.** Assignor hereby covenants and agrees (a) to give to Assignees duplicate notice of each notice of material default sent to each Tenant and copies of all material notices and communications received from any Tenant promptly upon delivery or receipt thereof; (b) to obtain and furnish to Assignees, upon request, itemized statements, in such detail as shall be satisfactory to Assignees, of the total rent and other charges paid or payable by each Tenant; (c) to comply in all respects with the terms and provisions of each Tenant Lease; (d) not to assign, transfer, pledge, mortgage or otherwise encumber any Tenant Lease; (e) not to assign, transfer, pledge, mortgage or otherwise encumber any Rents; (f) except as otherwise expressly provided in any Tenant Lease, not to hereafter collect, accept from any Tenant, or permit any Tenant to pay any Rents for more than one (1) month in advance (whether in cash or by evidence of indebtedness); (g) not to waive, excuse, condone, discount, setoff, compromise or in any manner release or discharge any Tenant of and from any obligations, covenants, conditions or agreements to be kept, observed or performed by such Tenant, under and in accordance with the terms of the respective Tenant Lease, except with respect to any obligation under a Tenant Lease prior to the date of this Assignment; and (h) not to enter into any Tenant Lease or terminate, amend, modify, surrender, extend or renew any Tenant Lease for a time period extending beyond the maturity date under the Mortgage Loan Agreement, without prior written approval of Assignees.

5.5 **Delivery of the Tenant Leases; Further Acts and Assurance.** Until the Obligations secured hereby have been paid in full and discharged (other than contingent indemnification obligations for which no claim has been made), Assignor shall enter into only leases of the Property that are permitted pursuant to the terms and conditions of the Obligation Documents, and shall upon the request of Assignees deliver executed copies of all existing and all other and future Tenant Leases when executed upon all or any part of the Property and will transfer and assign such other and future Tenant Leases upon the same terms and conditions as herein

contained, and Assignor hereby covenants and agrees to make, execute and deliver to Assignees, upon demand and at any time or times, any and all assignments and other documents and instruments which Assignees may deem advisable to carry out the true purpose and intent of this Assignment.

ARTICLE VI Events of Default

The term “Event of Default,” as used herein, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 **Event of Default under Master Lease.** The occurrence of any “Event of Default” under and as defined in the Master Lease.

6.2 **Event of Default under Mortgage Loan Agreement .** The occurrence of any “Event of Default” under and as defined in the Mortgage Loan Agreement.

6.3 **Performance of Obligations.** In addition to any Event of Default under and as defined in the Master Lease or the Mortgage Loan Agreement, if Assignor shall fail to observe or perform in any respect:

(a) any monetary term, covenant or condition of this Assignment, and such failure is not cured by Assignor within a period of ten (10) days after receipt by Assignor of written notice thereof from Assignees; or

(b) any non-monetary term, covenant or condition of this Assignment, and such failure is not cured by Assignor within a period of thirty (30) days after receipt by Assignor of written notice thereof from the Assignees unless, in Assignees' reasonable determination, such failure cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if, in Assignees' reasonable determination, Assignor proceeds promptly and with due diligence to cure the failure and diligently complete the curing thereof; provided, however, in no event shall Assignees be required to give more than two (2) notice and cure periods for the Assignor's failure to observe or perform the same (or repetitive) covenant or condition in any consecutive twelve (12) month period.

ARTICLE VII Remedies

7.1 **Remedies.** Upon and during the continuation of an Event of Default, Assignees, at their option, shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies, all of which shall be cumulative, shall be in addition to all other rights and remedies of Assignees and may be exercised concurrently or independently from time to time as Assignees shall elect:

(a) To revoke the License with respect to the Property and then and thereafter, without taking possession of such Property, to the extent permitted by law, in the Assignee's own names, to demand, collect, receive, sue for, attach and levy the Rents and give proper

receipts, releases and acquittances therefor, after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignees, including reasonable attorneys' fees, and apply the net proceeds thereof, together with any funds of Assignor deposited with Assignees, in reduction or repayment of the Obligations in such order of priority as Assignees may, in their sole discretion, determine;

(b) Without regard to the adequacy of the security or solvency of Assignor, with or without any action or proceeding through any Person or by any agent or by a receiver to be appointed by a court of competent jurisdiction, and irrespective of Assignor's possession, then or thereafter to enter upon, take possession of, manage and operate the Property or any part thereof; make, modify, enforce, cancel or accept surrender of a Tenant Lease now in effect or hereafter in effect on the Property or any part thereof; remove and evict any Tenant (subject to the provisions of any non-disturbance and attornment agreement entered into by and between any Assignee and any Tenant); increase or decrease the Rents under a Tenant Lease; decorate, clean and repair, and otherwise do any act or incur any cost or expense which Assignees may deem reasonably necessary to protect the status and value of the Property as fully and to the same extent as Assignor could do if in possession thereof; and in such event, to apply the Rents so collected to the operation and management of the Property, but in such order or priority as Assignees shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees and disbursements, and payment of the Obligations and to the establishment and maintenance, without interest, of a reserve for replacements; and

(c) Without exception for any remedies exercised by or available to Assignees, the immediate right, at Assignees' option, upon written notice to Assignor and without the execution by Assignor of any further instrument, to (i) assume Assignor's rights, duties and obligations under the Tenant Leases and/or (ii) designate a replacement landlord or sub-landlord under any of the Tenant Leases, which replacement landlord or sub-landlord shall be selected in Assignees' sole discretion.

7.2 Exculpation of Assignees. The acceptance by Assignees of this Assignment, with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry upon and taking possession of the Property by Assignees, be deemed or construed to constitute Assignees a "mortgagee in possession," nor thereafter or at any time or in any event obligate Assignees to appear in or defend any action or proceeding relating to the Tenant Leases, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under a Tenant Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by a Tenant and not assigned and delivered to Assignees, nor shall Assignees be liable in any way for any injury or damage to persons or property sustained by any Person in or about the Property.

7.3 No Waiver or Election of Remedies.

(a) Neither the collection of the Rents and application as provided for in this Assignment, nor the entry upon and taking possession of the Property by Assignees, nor Assignees' right to assume, perform or enforce the Tenant Leases shall be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under the

Master Lease, Mortgage Loan Agreement or any Obligation Document or invalidate any act done pursuant to any such notice. The enforcement of any such rights or remedies by Assignees, once exercised, shall continue for so long as Assignees shall elect, notwithstanding that the collection and application of the Rents may have cured the original Event of Default. If Assignees shall thereafter elect to discontinue the exercise of any such rights or remedies hereunder, such rights or remedies may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) The delay, omission or failure of Assignees to assert any of the terms, covenants or conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignees pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignees of any of its rights and remedies under any other Obligation Document or under the law. The right of the Assignees to collect and enforce the payment and performance of the Obligations and to enforce any security therefor may be exercised by the Assignees either prior to or simultaneously with or subsequent to any action taken hereunder. To the extent permitted by law, Assignees shall not be required to seek the appointment of a receiver or to institute any proceeding of any kind, possessory or otherwise, to secure or enjoy the full benefits of this Assignment.

7.4 **Appointment of Attorney-in-Fact.**

(a) Subject to the provisions of Section 7.4(c) hereof, Assignor hereby constitutes and appoints each Assignee the true and lawful attorney-in-fact, coupled with an interest, of Assignor and in the name, place and stead of Assignor to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise by a Tenant under a Tenant Lease of a privilege of cancellation originally provided in such Tenant Lease and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Obligations selected by Assignees, notwithstanding the fact that such portion of the Obligations may not then be due and payable or that such portion of the Obligations is otherwise adequately secured; and Assignor does hereby authorize and direct any such Tenant to deliver such payment to Assignees in accordance with this Assignment, and Assignor hereby ratifies and confirms all that Assignees, as attorney-in-fact, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignees, their successors and assigns, so long as any part of the Obligations secured hereby remain unpaid and undischarged.

(b) Subject to the provisions of Section 7.4(c) hereof, Assignor hereby constitutes and appoints each Assignee the true and lawful attorney-in-fact, coupled with an interest, of Assignor and in the name, place and stead of Assignor to subject and subordinate at a time and from time to time a Tenant Lease or any part thereof to the lien and security interest of any mortgage, deed of trust or security agreement on, or to any ground lease of, the Property, or to request or require such subordination, where such reservation, option or authority was reserved to Assignor under a Tenant Lease, or in any case where Assignor otherwise would have the right, power or privilege so to do. The foregoing appointment is

irrevocable and continuing, and such rights, powers and privileges shall be exclusive in Assignees, their successors and assigns, so long as any part of the Obligations secured hereby remain unpaid and undischarged, and Assignor hereby warrants that it has not at any time prior to the date hereof exercised a right, and Assignor hereby covenants not to exercise any such right, to subordinate a Tenant Lease to the lien of any mortgage, deed of trust or security agreement or to any ground lease.

(c) Assignees will exercise the rights set forth in Sections 7.4(a) and 7.4(b) hereof only during the continuation of an Event of Default.

7.5 **Assignor's Indemnities.** Assignor hereby agrees to indemnify and hold Assignees free and harmless from and against any and all liability, loss, costs, damage or expense which any Assignee may incur under or by reason of this Assignment, or for any action taken by any Assignee hereunder other than an Assignee's acts of gross negligence or willful misconduct, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against any Assignee arising out of the Tenant Leases, including specifically, but without limitation, any claim by a Tenant of credit for the Rents paid to and received by Assignor, but not delivered to Assignees. In the event Assignees incur any such liability, loss, costs, damage or expense, the amount thereof, including reasonable attorneys' fees, with interest thereon at the highest rate of interest permitted by applicable state or federal law, shall be payable by Assignor to Assignees immediately, without demand, and shall be secured hereby and by all other security for the payment and performance of the Obligations.

ARTICLE VIII Miscellaneous

8.1 **Bankruptcy.**

(a) Upon and during the continuation of an Event of Default hereunder, Assignees shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Tenant Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Tenant Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Tenant Lease, shall determine to reject such Tenant Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignees not less than ten (10) days' prior written notice of the date on which it shall apply to the bankruptcy court for authority to reject the Tenant Lease. Assignees shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Assignees demand that Assignor assume and assign the Tenant Lease to Assignees pursuant to Section 365 of the Bankruptcy Code and (ii) Assignees covenant to cure or provide adequate assurance of future performance under the Tenant Lease. If Assignees serve upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Tenant Lease and shall comply with the demand provided for in

If to an Assignee: c/o MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242
Attn: Legal Department
Facsimile: (205) 969-3756

With a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North
1400 Wells Fargo Tower
Birmingham, Alabama 35203
Attn: Thomas O. Kolb, Esq.
Facsimile: (205) 488-3721

or to such other address as either party may hereafter designate in writing, and shall be effective upon receipt. A notice, demand, consent, approval, request and other communication shall be deemed to be duly received if delivered in person or by a recognized delivery service, when left at the address of the recipient and if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; provided that if a notice, demand, consent, approval, request or other communication is served by hand or is received by facsimile on a day which is not a Business Day, or after 5:00 p.m. on any Business Day (based upon Birmingham, Alabama time), such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. (based upon Birmingham, Alabama time) on the first Business Day thereafter.

8.7 **Assignment.** This Assignment is not assignable by Assignor without the prior written consent of Assignees. Any Assignee may at any time and without the consent of any Assignor assign all of its rights and obligations hereunder to any other Person (subject to any limitations on its right to assign the underlying obligations under the Mortgage Loan Agreement or Master Lease).

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

8.9 **No Waiver.** Any provision of this Assignment or Exhibits hereto may be amended or waived only in a writing signed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

8.10 **Severability.** The parties agree that each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any application of this Assignment (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 Assignment or any other applications of this Assignment.

8.11 **Entire Agreement; Modification.** This Assignment, 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 in any way. 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 Assignment in effecting the transactions contemplated herein or otherwise. Neither this Assignment, 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.

8.12 **Counterparts.** This Assignment 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.

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

8.14 **Jurisdiction And Venue.** ASSIGNEES AND ASSIGNOR CONSENT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE. ASSIGNEES AND ASSIGNOR AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS ASSIGNMENT SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF THE STATE OF DELAWARE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. ASSIGNEES AND ASSIGNOR EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING CONSENT TO JURISDICTION AND VENUE IS JUST AND REASONABLE AND ASSIGNEES AND ASSIGNOR AGREE NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY ASSIGNEES OR ASSIGNOR IN SAID COURTS. FURTHER, ASSIGNEES AND ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO SECTION 8.6 HEREOF SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.

8.15 **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION

HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION WITH THIS ASSIGNMENT OR SUCH AGREEMENTS.

8.16 **Usury.** If the Applicable Law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under any of the Obligation Document, or if Assignees' exercise of the option to accelerate the maturity of the Obligations or if any prepayment by Assignor results in Assignor having paid any interest in excess of that permitted by law, then it is Assignor's and Assignees' express intent that all excess amounts theretofore collected by Assignees be credited on the principal balance of the Obligations (or, if the Obligations have been paid in full, refunded to Assignor), and the provisions of the Obligation Document immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Assignees for the use, forbearance or detention of the Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the Obligations until payment in full so that the rate or amount of interest on account of such Obligations does not exceed the usury ceiling from time to time in effect and applicable to the Obligations so long as debt is outstanding thereunder.

8.17 **Uniform Assignment of Rents Act.** Notwithstanding anything in this Assignment to the contrary, Assignor and Assignees acknowledge that this Assignment is subject to the Uniform Assignment of Rents Act, *Utah Code Annotated* Section 57-26-104 *et seq.* or any replacement statute.

8.18 **Headings.** The Article, Section and Subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the test of such Articles, Sections or Subsections.

8.19 **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Assignment and the general rules of construction which would construe any provisions of this Assignment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Assignment as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Assignment are hereby expressly waived by all parties to this Assignment.

[Signatures appear 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 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 TEXARKANA-STEWARD, LLC,
MPT OF HOUSTON RE-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, and
MPT OF LAYTON-STEWARD, LLC,
each a Delaware limited liability company.**

By: MPT Operating Partnership, L.P.,
a Delaware limited partnership.
Its: Sole Member of each above-referenced entity
By: [Signature]
Name: Robert M. Moss
Title: 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 21st day of September, 2017, by Robert M. Moss, the Assistant 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 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 TEXARKANA-STEWARD, LLC, MPT OF HOUSTON RE-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, and MPT OF LAYTON-STEWARD, LLC, each a Delaware limited liability company.**



[AFFIX NOTARY SEAL]

[Signature]
NOTARY PUBLIC
Printed Name: CARLA CHAMBLEE SNOW
My Commission Expires: 4/7/2019

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

[Assignment of Rents and Leases - Jordan Valley Medical Center - West Valley Campus]

Exhibit A

Legal Description - Jordan Valley Medical Center - West Valley Campus

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

LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS:

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

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

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

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

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

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

Exhibit A

Schedule 1 to Exhibit A

PARCEL 1:

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

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

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

PARCEL 2:

Exhibit A

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

PARCEL 3:

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

PARCEL 4:

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

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

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

Exhibit A

PARCEL 5:

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

PARCEL 6:

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

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

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

Schedule A

Tenant Leases

None.