

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

Recording Requested By:
When Recorded Return to:
BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, a Professional Corporation
1400 Wells Fargo Tower
420 North 20th Street
Birmingham, Alabama 35203
Attn: Lynn Reynolds

12924264
01/25/2019 03:43 PM \$22.00
Book - 10748 Pg - 2422-2428
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
BAKER, DONELSON, BEARMAN
420 TWENTIETH ST N
STE 1400
BIRMINGHAM AL 35203
BY: MBP, DEPUTY - MA 7 P.

TAX PARCEL ID: 27-05-251-025

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

THIS AMENDMENT TO LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made as of December 28, 2018, among **JORDAN VALLEY MEDICAL CENTER, LP**, a Delaware limited partnership (the "Borrower"), with its principal place of business at 1900 N. Pearl Street, Suite 2400, Dallas, Texas 75201, Attn: Chief Executive Officer, **STEWART TITLE INSURANCE AGENCY OF UTAH, INC.**, a Utah corporation ("Trustee"), with an office located at 1518 North Woodland Park Drive, Layton, Utah 84041, and **MPT OF WEST JORDAN-STEWART, LLC**, a Delaware limited liability company, with an office at 1000 Urban Center Drive, Suite 501, Birmingham, AL 35242, Attn: Legal Department (sometimes referred to herein as "Beneficiary" or "Lender").

A. In connection with a Three Hundred Fifty Million and No/100 Dollar (\$350,000,000.00) mortgage loan made by Lender to Borrower (the "Original Mortgage Loan") on September 29, 2017, Lender, Borrower, and Trustee entered into that certain Leasehold Deed of Trust, Security Agreement and Fixture Filing, dated as of September 29, 2017 (the "Original Deed of Trust"), relating to real property located in the City of West Jordan, County of Salt Lake, Utah, commonly known as 3584 West 9000 South, West Jordan, County of Salt Lake, Utah, and being a part of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base & Meridian as more particularly described on Exhibit A attached hereto and made a part hereof, including all right, title, and interest of Borrower in the lease dated October 8, 2015, as amended by the First Amendment thereto dated December 6, 2016 (as the same has been or may be amended, modified, supplemented, or restated from time to time, the "Lease"), between Healthcare Portfolio II DST, a Delaware statutory trust (by assignment from original lessor, RW JVCC, LLC, a Utah limited liability company) and Borrower, as lessee, which Original Deed of Trust was recorded on October 2, 2017 under **Document Number 12628184, in Book 10604, Pages 7438-7452** in the office of the Salt Lake County Recorder.

B. Pursuant to that certain Real Estate Loan Agreement, dated October 3, 2016, by and among Borrower and certain of its Affiliates and Lender and certain of its Affiliates (as the same has been or may be amended, modified, supplemented, or restated from time to time, the "Loan Agreement"), Lender has advanced to Borrower an additional Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000.00) (such additional amount being referred to as the "2018 Additional Advance"), thereby increasing the principal amount of the Original Mortgage Loan to Three Hundred Sixty Three Million Five Hundred Thousand and No/100 Dollars (\$363,500,000.00).

C. The parties desire to amend the Original Deed of Trust to reflect the 2018 Additional Advance.

NOW THEREFORE, for and in consideration of the covenants and promises of the parties set forth in this Amendment, the Original Deed of Trust and the Loan Agreement, the 2018 Additional Advance, 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 and 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 to them in the Original Deed of Trust.

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

(a) **Amended and Restated First Paragraph of Granting Clause.** The first paragraph of the first recital (and granting clause) in the Original Deed of Trust is amended and restated in its entirety as follows:

WITNESSETH, that, for consideration paid, in order to secure (a) the payment of indebtedness in the principal amount of THREE HUNDRED SIXTY THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$363,500,000.00), lawful money of the United States and the interest thereon, to be paid in accordance with that certain Promissory Note, dated as of September 29, 2017 (as the same has been or may be modified, amended, or restated from time to time, the "Note") issued by Borrower and payable to the order of Lender, (b) the payment of all other charges provided for herein and/or in the Note and the payment of all other money secured hereby, (c) the performance of all covenants and agreements of Borrower hereinafter contained, and (d) the payment and performance of any and all other liabilities, obligations, covenants and agreements (direct or indirect, absolute or contingent, sole, joint or several, now existing or hereafter arising) of Borrower to the Lender, including, without limitation, those liabilities, obligations, covenants and agreements now existing or hereafter arising and applicable to Borrower under that certain Real Estate Loan Agreement, dated October 3, 2016 by and among Borrower and certain of its Affiliates and Lender and certain of its Affiliates, as the same has been or may be amended, modified, supplemented or restated from time to time (the "Loan Agreement") (all capitalized terms used but not defined

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

(b) Amended and Restated Section 1(a). Section 1(a) of the Original Deed of Trust is amended and restated in its entirety as follows:

(a) Note Indebtedness. Payment of the indebtedness in the principal balance of THREE HUNDRED SIXTY THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$363,500,000.00), with interest thereon, evidenced by the Note and the Loan Agreement, together with all extensions, renewals, amendments, and modifications thereof, including increases or decreases in interest rate, extensions of maturity date, and payment modifications (including deferrals or accelerations of principal or interest).

3. Representations and Warranties. Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) such party has full legal right, power, authority, and capacity to execute, deliver and enter into this Amendment, and to incur the obligations provided for herein, (b) this Amendment has been duly executed and delivered by such party and constitutes such party's valid and legally binding obligation,

enforceable against such party 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, (c) 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 the execution and delivery by such party of this Amendment or the consummation and performance by such party of the transaction contemplated hereby, (d) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on the part of such party and will not conflict with or result in the breach or violation of any of the terms or conditions of, or constitute (or with notice or lapse of time or both would constitute) a default under the governing documents of such party, any instrument, contract or other agreement to which such party is a party or by or to which such party or its assets or properties are bound or subject, or any statute or any regulation, order, judgment or decree of any court or governmental or regulatory body, and (e) such party is not a party to, or to the knowledge of such party, threatened with any litigation or judicial, administrative or arbitration proceeding which, if decided adversely to such party, would restrain, prohibit, or materially delay 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 Deed of Trust.

5. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Original Deed of Trust 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 this page intentionally left blank]

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, this Amendment has been duly executed, as an instrument under seal, by Borrower and Lender on the day and year first above written.

JORDAN VALLEY MEDICAL CENTER, LP
a Delaware limited partnership

By: [Signature]
Name: John M. Doyle
Title: Treasurer

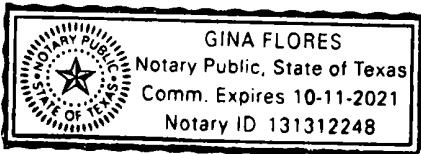
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF TEXAS)
: ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 20th day of December, 2018, by John M. Doyle, the Treasurer of **JORDAN VALLEY MEDICAL CENTER, LP**, a Delaware limited partnership.

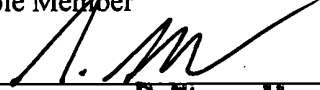
[Signature]
NOTARY PUBLIC
Printed Name: Gina Flores
My Commission Expires: 10-11-21

[AFFIX NOTARY SEAL]



MPT OF WEST JORDAN-STEWARD, LLC,
a Delaware limited liability company

By: MPT Operating Partnership, L.P.
Its: Sole Member

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

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

STATE OF ALABAMA)
) : ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28th day of December, 2018, by R. Steven Hamner the EVP + CFO of **MPT OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, which limited partnership is the sole member of **MPT OF WEST JORDAN-STEWARD, LLC**, a Delaware limited liability company.


NOTARY PUBLIC

[AFFIX NOTARY SEAL]



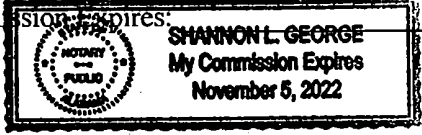
Printed Name: _____
My Commission Expires: _____


EXHIBIT A

LAND DESCRIPTION

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