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Book - 10975 Pg - 1735-1744
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 10 P.

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

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

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

(Space above for Recorder's use only)

TAX PARCEL IDS:
27-05-251-024-2000
27-05-251-024-2001
27-05-251-024-2002
27-05-251-025-0000
27-05-251-026-0000
27-05-251-005-0000
27-05-251-006-0000

MEMORANDUM OF MASTER LEASE AGREEMENT

THIS MEMORANDUM OF MASTER LEASE AGREEMENT (this "**Memorandum**") is made as of this 10th day of July, 2020, by and among the entities whose signatures are set forth below (collectively, jointly and severally, as "**Lessor**"), having its principal office at 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 32542, Attn: Legal Department, and the entities whose signatures are set forth below (collectively, jointly and severally, as "**Lessee**") having its principal office at c/o Steward Health Care System LLC, 1900 N Pearl, Suite 2400, Dallas, Texas 75201, Attn: Chief Executive Officer, under the following circumstances:

A. Lessor and Lessee are parties to that certain Master Lease Agreement dated as of October 3, 2016 (as the same has been or hereafter may be modified, amended or restated from time to time, the "**Lease**"), whereby Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real property, including without limitation, the real property located in the City of West Jordan, Salt Lake County, Utah, which real property is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**"), together with (i) the improvements located or to be located on the Land as more particularly described in the Lease (the "**Leased Improvements**"), (ii) the "**Fixtures**" (as defined in the Lease), and (iii) all easements, rights and appurtenances relating to the Land and the Leased Improvements (collectively, the "**Leased Property**").

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

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

1. Upon, subject to and in consideration of the terms and conditions set forth in the Lease, Lessor has leased the Leased Property to Lessee, and Lessee has leased the Leased Property from Lessor.

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

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

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

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

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

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[Signatures and acknowledgements on following pages]


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

LESSOR:

MPT OF BRIGHTON-STEWARD, LLC
MPT OF BROCKTON-STEWARD, LLC
MPT OF FALL RIVER-STEWARD, LLC
MPT OF HILLSIDE-STEWARD, LLC
MPT OF MELBOURNE-STEWARD, LLC
MPT OF METHUEN-STEWARD, LLC
MPT OF ROCKLEDGE-STEWARD, LLC
MPT OF SEBASTIAN-STEWARD, LLC
MPT OF SHARON-STEWARD, LLC
MPT OF TAUNTON-STEWARD, LLC
MPT OF WARREN-STEWARD, LLC
MPT OF YOUNGSTOWN-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 NORWOOD-STEWARD, LLC
MPT OF AYER-STEWARD, LLC
MPT OF MISSOURI CITY - DULLES FCER, LLC
MPT OF KATY 1463 FCER, LLC
MPT OF VICTORY LAKES FCER, LLC
MPT OF HAVERHILL-STEWARD, LLC
MPT OF HOUSTON-STEWARD, LLC
MPT OF HOUSTON RE-STEWARD, LLC
MPT OF CONVERSE FCER, LLC
MPT OF DEZAVALA FCER, LLC
MPT OF HELOTES FCER, LLC
MPT OF NACOGDOCHES FCER, LLC

**MPT OF POTRANCO FCER, LLC
MPT OF DORCHESTER-STEWARD, LLC
MPT OF BIG SPRING-STEWARD, LLC
MPT OF FLORENCE, LLC**

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


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

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

By: MPT of Utah-Steward, LLC
Its: Sole Member of each above-referenced entity

By: MPT of Utah-Steward Holdings, LLC
Its: Manager

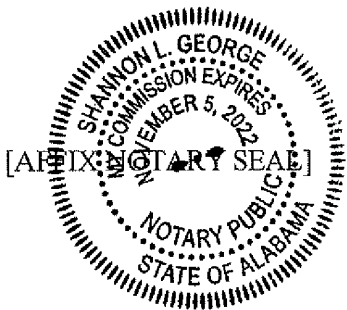
By: MPT Operating Partnership, L.P.
Its: Sole Member

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

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 1 day of July, 2020, by R. Shawn Hanner, the EVP CFO of MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, the Sole Member of each of MPT OF BRIGHTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF METHUEN-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF SEBASTIAN-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF WARREN-STEWARD, LLC, MPT OF YOUNGSTOWN-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 NORWOOD-STEWARD, LLC, MPT OF AYER-STEWARD, LLC, MPT OF MISSOURI CITY - DULLES FCER, LLC, MPT OF KATY 1463 FCER, LLC, MPT OF VICTORY LAKES FCER, LLC, MPT OF HAVERHILL-STEWARD, LLC, MPT OF HOUSTON-STEWARD, LLC, MPT OF HOUSTON RE-STEWARD, LLC, MPT OF CONVERSE FCER, LLC, MPT OF DEZAVALA FCER, LLC, MPT OF HELOTES FCER, LLC, MPT OF NACOGDOCHES FCER, LLC, MPT OF POTRANCO FCER, LLC, MPT OF DORCHESTER-STEWARD, LLC, MPT OF BIG SPRING-STEWARD, LLC, and MPT OF FLORENCE, LLC, each a Delaware limited liability company, a Delaware limited liability company.



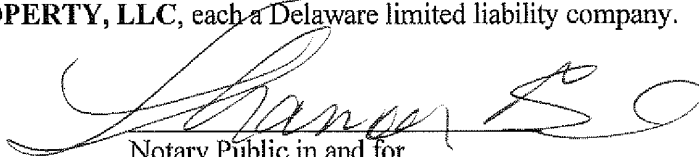
[Signature]
NOTARY PUBLIC
Printed Name: Shannon George
My Commission Expires: 11-5-22

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

STATE OF ALABAMA)
 : ss.
COUNTY OF JEFFERSON)

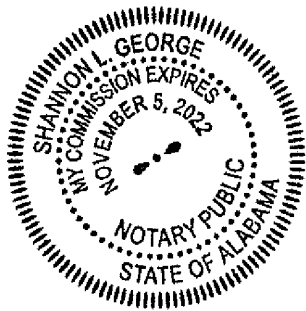
The foregoing instrument was acknowledged before me this 1 day of July 2020, by R. Steven Hammer, as the EVP CFO of MPT Operating Partnership, L.P., as the Sole Member of MPT of Utah-Steward Holdings, LLC, as Manager of MPT of Utah-Steward, LLC, as sole member of **MPT OF WEST JORDAN-STEWARD PROPERTY, LLC, MPT OF LAYTON-STEWARD PROPERTY, LLC**, each a Delaware limited liability company.

(NOTARY SEAL)



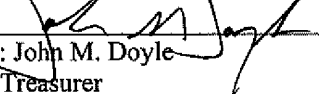
Notary Public in and for
the State of Alabama

My commission expires: 11-5-22



LESSEE:

STEWARD HOLY FAMILY HOSPITAL, INC.
MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC.
STEWARD GOOD SAMARITAN MEDICAL CENTER, INC.
STEWARD ST. ANNE'S HOSPITAL CORPORATION
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF
BOSTON, INC.
STEWARD HILLSIDE REHABILITATION HOSPITAL, INC.
STEWARD TRUMBULL MEMORIAL HOSPITAL, INC.
STEWARD NORTHSIDE MEDICAL CENTER, INC.
STEWARD MEDICAL GROUP, INC.
SHC YOUNGSTOWN OHIO PSC LLC
STEWARD SHARON REGIONAL HEALTH SYSTEM, INC.
STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC.
BREVARD SHC HOLDINGS LLC
STEWARD ROCKLEDGE HOSPITAL, INC.
STEWARD FLORIDA ASC LLC
STEWARD MELBOURNE HOSPITAL, INC.
MOUNTAIN VISTA MEDICAL CENTER, LP
IASIS GLENWOOD REGIONAL MEDICAL CENTER, LP
THE MEDICAL CENTER OF SOUTHEAST TEXAS, LP
JORDAN VALLEY MEDICAL CENTER, LP
ST. LUKE'S MEDICAL CENTER, L.P.
ST. LUKE'S BEHAVIORAL HOSPITAL, L.P.
BRIM HOLDING COMPANY, INC.
ODESSA REGIONAL HOSPITAL, L.P.
SOUTHWEST GENERAL HOSPITAL, L.P.
SALT LAKE REGIONAL MEDICAL CENTER, L.P.
MESA GENERAL HOSPITAL, L.P.
IASIS HEALTHCARE HOLDINGS, INC.
IASIS FINANCE TEXAS HOLDINGS, LLC
SEABOARD DEVELOPMENT, LLC
SEABOARD DEVELOPMENT PORT ARTHUR LLC
BRIM HEALTHCARE OF TEXAS, LLC
IASIS MANAGEMENT COMPANY
BEAUMONT HOSPITAL HOLDINGS, INC.
STEWARD NORWOOD HOSPITAL, INC.
NASHOBA VALLEY MEDICAL CENTER, A STEWARD
FAMILY HOSPITAL, INC.
SJ MEDICAL CENTER, LLC
STEWARD SA FSED HOLDINGS, INC.
STEWARD CARNEY HOSPITAL, INC.
STEWARD TEXAS HOSPITAL HOLDINGS LLC
PERMIAN PREMIER HEALTH SERVICES, INC.
DAVIS HOSPITAL & MEDICAL CENTER, L.P.

By: 
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 2nd day of July, 2020, by JOHN M. DOYLE, the Treasurer of STEWARD HOLY FAMILY HOSPITAL, INC., MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., STEWARD GOOD SAMARITAN MEDICAL CENTER, INC., STEWARD ST. ANNE'S HOSPITAL CORPORATION, STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC., STEWARD TRUMBULL MEMORIAL HOSPITAL, INC., STEWARD HILLSIDE REHABILITATION HOSPITAL, INC., STEWARD NORTHSIDE MEDICAL CENTER, INC., STEWARD SHARON REGIONAL HEALTH SYSTEM, INC., STEWARD ROCKLEDGE HOSPITAL, INC., STEWARD MELBOURNE HOSPITAL, INC., STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC., STEWARD NORWOOD HOSPITAL, INC., NASHOBA VALLEY MEDICAL CENTER, A STEWARD FAMILY HOSPITAL, INC., BRIM HOLDING COMPANY, INC., IASIS HEALTHCARE HOLDINGS, INC., IASIS MANAGEMENT COMPANY, BEAUMONT HOSPITAL HOLDINGS, INC., STEWARD SA FSED HOLDINGS, INC., and STEWARD CARNEY HOSPITAL, 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, JORDAN VALLEY MEDICAL CENTER, LP, DAVIS HOSPITAL & MEDICAL CENTER, LP, ST. LUKE'S MEDICAL CENTER, L.P., ST. LUKE'S BEHAVIORAL HOSPITAL, L.P., ODESSA REGIONAL HOSPITAL, L.P., SOUTHWEST GENERAL HOSPITAL, L.P., SALT LAKE REGIONAL MEDICAL CENTER, L.P., and MESA GENERAL HOSPITAL, L.P., each a Delaware limited partnership, SEABOARD DEVELOPMENT, LLC, a Utah limited liability company, SJ MEDICAL CENTER, LLC and STEWARD TEXAS HOSPITAL HOLDINGS LLC, each a Texas limited liability company, and PERMIAN PREMIER HEALTH SERVICES, INC., a Texas nonprofit corporation that is certified as a nonprofit health organization by the Texas Medical Board, on behalf of the said entities.

[Handwritten Signature]

NOTARY PUBLIC
Printed Name: GINA FLORES
My Commission Expires: 10/11/2021

[AFFIX NOTARY SEAL]

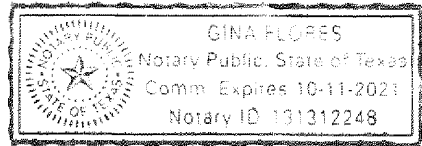


Exhibit A

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

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

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

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

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

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

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

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

Said property is also known by the street address of:

APN 27-05-251-025-000