

**SECOND AMENDED AND RESTATED
PROMISSORY NOTE**

June 30, 2020

Birmingham, Alabama

\$85,553,081.50

FOR VALUE RECEIVED, STEWARD HEALTH CARE SYSTEM LLC, a Delaware limited liability company (the "Borrower"), having an address at c/o Steward Health Care System LLC, 1900 N. Pearl Street, Suite 2400, Dallas, TX 75201, Attn: Chief Executive Officer, hereby absolutely and unconditionally, promises to pay to the order of MPT TRS LENDER-STEWARD, LLC, a Delaware limited liability company (the "Lender"), having an address at c/o MPT Development Services, Inc., 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, Attn: Legal Department, or at such other address as the holder of this Promissory Note (this "Note") may from time to time designate in writing, the principal sum of EIGHTY-FIVE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND EIGHTY-ONE AND 50/100 DOLLARS (\$85,553,081.50), together with interest thereon and other amounts payable as provided herein (the "Term Loan").

RECITALS:

WHEREAS, the Lender and Borrower are parties to that certain Amended and Restated Promissory Note, dated July 5, 2019, made by Borrower in favor of Lender, in the principal amount of Forty Million Seventy-Six Thousand Eighty-One and 50/100 Dollars (\$40,076,081.50), as amended by the First Amendment to Amended and Restated Promissory Note, dated October 11, 2019, pursuant to which the principal amount was increased by Thirteen Million Four Hundred Seventy-Seven Thousand and No/100 Dollars (\$13,477,000.00) (collectively, the "Original Term Note");

WHEREAS, Lender has agreed to loan to Borrower an additional sum of Thirty-Two Million and No/100 Dollars (\$32,000,000.00); and

WHEREAS, Lender and Borrower desire to amend and restate the Original Term Note to reflect the additional advance as set forth herein.

NOW, THEREFORE, in consideration of mutual covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby amend and restate the Original Term Note and covenant and agree as follows:

1. **Defined Terms; Restatement.** This Note supersedes and replaces the Original Term Note in its entirety. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the attached Exhibit A.

2. **Reaffirmation of Obligations; Additional Loan.** Borrower hereby acknowledges and reaffirms Borrower's obligations outstanding under the Original Term Note which, as of the date hereof, is a principal amount equal to Fifty-Three Million Five Hundred Fifty-Three Thousand Eighty-One and 50/100 Dollars (\$53,553,081.50), comprised of (i) Ten Million Seventy-Six Thousand Eighty-One and 50/100 Dollars (\$10,076,081.50) plus accrued and unpaid interest ("Tranche 1"), (ii) Thirty Million and No/100 Dollars (\$30,000,000.00) plus accrued and unpaid interest ("Tranche 2"), and (iii) Thirteen Million Four Hundred Seventy-Seven Thousand and

No/100 Dollars (\$13,477,000.00), plus accrued and unpaid interest (“Tranche 3”). Contemporaneously herewith, Lender has loaned to Borrower an additional Thirty-Two Million and No/100 Dollars (\$32,000,000.00) (“Tranche 4”). Tranche 1 shall be used by the Borrower solely for ordinary working capital purposes of Borrower and its Affiliates. Tranche 2 shall be used by Borrower and its Affiliates in connection with ordinary working capital purposes or the purchase of a physician practice group by a subsidiary of Borrower. Tranche 3 shall be used by the Borrower for the purpose of general working capital for the benefit of the Borrower and its Affiliates. Tranche 4 shall be used by Borrower for the benefit of its subsidiary Steward Easton Hospital, Inc. to purchase the real property leased to such subsidiary by an Affiliate of Lender pursuant to the Master Lease. Borrower acknowledges and agrees that payment of all costs and expenses (including, without limitation, reasonable attorneys’ fees and related legal costs, title and survey expenses, costs of any third party reports, and filing fees and related costs) previously or hereafter incurred by Borrower, the Lender, and their respective Affiliates in connection with the Term Loan, entering into or amending this Note (with respect to any Tranche), the restructuring described in Section 17 below, and any other transactions consummated contemporaneously herewith or therewith shall be the sole responsibility of the Borrower; *provided, that*, all of such preceding costs and expenses incurred by Lender and its Affiliates, together with all reasonable attorneys’ fees incurred by Borrower, may (in Lender’s sole discretion) be funded by the Lender and the principal amount of any Tranche (as determined in Lender’s sole discretion) shall be increased accordingly following the date hereof. The Borrower and Lender shall take any actions necessary in order to reflect any such increase in the Term Loan, including without limitation, executing and delivering amendments to this Note, the Security Documents, and any other documents related to this Note.

3. **Interest.** Interest (the “Interest”) shall be payable on so much principal as is from time to time outstanding and unpaid hereunder, as follows:

(a) **Tranche 1 Interest.** Interest shall accrue on so much of the Tranche 1 principal as is from time to time outstanding and unpaid hereunder at the Floating Interest Rate (the “Tranche 1 Interest”), subject to the provisions of Section 7 of this Note.

(b) **Tranche 2 Interest.** Interest shall accrue on so much of the Tranche 2 principal as is from time to time outstanding and unpaid hereunder at the Tranche 2 Interest Rate (the “Tranche 2 Interest”), subject to the provisions of Section 7 of this Note. The Tranche 2 Interest Rate shall be adjusted beginning on January 1, 2020 and continuing on each January 1st thereafter to match the “Base Interest Rate” under the Davis Note and the West Jordan Note, as such Base Interest Rate is adjusted from time to time.

(c) **Tranche 3 Interest.** Interest shall accrue on so much of the Tranche 3 principal as is from time to time outstanding and unpaid hereunder at the Floating Interest Rate (the “Tranche 3 Interest”), subject to the provisions of Section 7 of this Note.

(d) **Tranche 4 Interest.** Interest shall accrue on so much of the Tranche 4 principal as is from time to time outstanding and unpaid hereunder at the Tranche 4 Interest Rate (the “Tranche 4 Interest”), subject to the provisions of Section 7 of this Note. Commencing on January 1, 2021, and continuing on each January 1st thereafter (each, a “Tranche 4 Interest Adjustment Date”) until the Tranche 4 Maturity Date (as hereinafter defined), the Tranche 4 Interest Rate shall be increased and shall be equal to the sum of (i) the current Tranche 4 Interest Rate, and (ii) the product of such current Tranche 4 Interest Rate and Two Percent (2%), with such sum being

the new Tranche 4 Interest Rate used for all purposes under this Note until the next Tranche 4 Interest Adjustment Date.

(e) **Calculation of Interest.** Interest under this Note will be computed, payable and allocated on the basis of a 360-day year of twelve 30-day months and for the actual number of days elapsed for any partial calendar month in which Interest is being calculated. In computing the number of days during which Interest accrues, the funds shall be deemed advanced as of the day made (regardless of the time of day such advance is made), and the day on which funds are repaid shall be excluded (subject to Section 5 below).

4. **Security Documents.** The indebtedness evidenced by this Note and the obligations evidenced hereby are guaranteed and secured pursuant to the terms and conditions of the Security Documents.

5. **Payments.** All payments to be made by Borrower under this Note shall be made in lawful money of the United States of America by wire transfer of immediately available and freely transferable funds, and any such payments received by Lender prior to 2:00 p.m. local time on a Business Day in Birmingham, Alabama shall be credited prior to close of business, while other payments may, at the option of Lender, not be credited until immediately available to the Lender prior to 2:00 p.m. local time at said place of payment on a day on which Lender is open for business. Such payments shall be determined and made as follows:

(a) Tranche 1 Payments.

(i) On September 30, 2019, and continuing quarterly on the last day of each March, June, September, and December thereafter (each a "Tranche 1 Scheduled Payment Date"), and ending on December 31, 2023 (the "Tranche 1 Maturity Date"), Borrower shall pay to Lender all accrued and unpaid Tranche 1 Interest on the outstanding Tranche 1 principal balance hereof (each such payment, a "Tranche 1 Scheduled Quarterly Payment"); *provided, that*, if any Tranche 1 Scheduled Payment Date is not a Business Day, then such Tranche 1 Scheduled Payment Date shall be extended to the next succeeding Business Day. Subject to any prepayment permitted by Section 6 hereof, all accrued Tranche 1 Interest will be deemed payable in arrear for the three (3) calendar month period ending on the Tranche 1 Scheduled Payment Date. The Tranche 1 Interest due and payable on each Tranche 1 Scheduled Payment Date pursuant to this Section 5(a) will equal:

(1) a quotient determined by (A) the aggregate amount of annual Tranche 1 Interest on the unpaid Tranche 1 principal balance of this Note as of the first (1st) day of the applicable Tranche 1 Interest Adjustment Period ending on the applicable Tranche 1 Scheduled Payment Date computed at the Floating Interest Rate in effect for such Tranche 1 Interest Adjustment Period, *divided by* (B) 360, with such quotient then *multiplied by*

(2) the number of days in such Tranche 1 Interest Adjustment Period.

(ii) If not sooner repaid in accordance with the terms hereof, on the Tranche 1 Maturity Date, Borrower shall pay to Lender the entire outstanding Tranche 1 principal

balance of this Note, together with all accrued and unpaid Tranche 1 Interest thereon and all other sums due Lender hereunder related to the Tranche 1 principal.

(iii) Each Tranche 1 Scheduled Quarterly Payment shall be applied (i) first, to the payment of any expenses, charges, late fees and other amounts payable hereunder, (ii) second, to the payment of accrued Tranche 1 Interest, and (iii) third, to the payment of Tranche 1 principal remaining under this Note.

(iv) Lender will provide Borrower with written notice of the amount of each Tranche 1 Scheduled Quarterly Payment due under this Note. However, if Lender has not provided Borrower with prior written notice of the Tranche 1 Scheduled Quarterly Payment due on any Tranche 1 Scheduled Payment Date, then Borrower will pay on that Tranche 1 Scheduled Payment Date an amount equal to the Tranche 1 Scheduled Quarterly Payment for which Borrower last received written notice. If Lender at any time determines that Borrower has paid one or more Tranche 1 Scheduled Quarterly Payments in an incorrect amount because of the operation of the preceding sentence, or because Lender has miscalculated the Floating Interest Rate or has otherwise miscalculated the amount of any Tranche 1 Scheduled Quarterly Payment, then Lender will give written notice to Borrower of such determination. If such determination discloses that Borrower has paid less than the full amount due for the period for which the determination was made, Borrower, within thirty (30) days after receipt of such written notice from Lender, will pay to Lender the full amount of the deficiency. If such determination discloses that Borrower has paid more than the full amount due for the period for which the determination was made, then the amount of the overpayment will be credited to the next Tranche 1 Scheduled Quarterly Payment due under this Note (or, if an Event of Default has occurred and is continuing, such overpayment will be credited against any amount owing by Borrower to Lender).

(b) Tranche 2 Payments.

(i) On August 1, 2019 and the first (1st) day of each calendar month thereafter (each a "Tranche 2 Scheduled Payment Date"), and ending on the Tranche 2 Maturity Date (as defined below), Borrower shall pay to Lender all accrued and unpaid Tranche 2 Interest on the outstanding Tranche 2 principal balance hereof (each such payment, a "Tranche 2 Scheduled Monthly Payment"); provided, that if any Tranche 2 Scheduled Payment Date is not a Business Day, then such Tranche 2 Scheduled Payment Date shall be extended to the next succeeding Business Day. If not sooner repaid in accordance with the terms hereof, on the Tranche 2 Maturity Date, Borrower shall pay to Lender the entire outstanding Tranche 2 principal balance of this Note, together with all accrued and unpaid Tranche 2 Interest thereon and all other sums due Lender hereunder relating to the Tranche 2 principal.

(ii) As used herein, the term "Tranche 2 Maturity Date" shall mean October 31, 2031, unless such Tranche 2 Maturity Date shall be extended as hereinafter provided. So long as no Event of Default then exists, and no event has then occurred which, with the giving of notice or the passage of time or both would constitute such an Event of Default, Borrower shall have the option to extend the Tranche 2 Maturity Date on the same terms and conditions set forth herein for three (3) additional consecutive periods of five (5) years each (each an "Extension Period"). The Borrower may exercise each such option by giving written notice to the Lender at least one hundred eighty (180) days prior to the then current Tranche 2 Maturity Date (the "Extension Notice"). If, during the period following the delivery of the Tranche 2 Extension Notice

to the Lender and prior to the effective date of such extension, an Event of Default shall occur which is continuing on the commencement date of the Extension Period, at the Lender's option, the Tranche 2 Maturity Date shall not be so extended and Borrower shall be deemed to have forfeited all subsequent options to extend the Tranche 2 Maturity Date of this Note. If the Borrower elects not to exercise its option to extend, all subsequent options to extend shall be deemed to have lapsed and be of no further force or effect.

(iii) Each Tranche 2 Scheduled Monthly Payment shall be applied (i) first, to the payment of any expenses, charges, late fees and other amounts payable hereunder, (ii) second, to the payment of accrued Tranche 2 Interest, and (iii) third, to the payment of Tranche 2 principal remaining under this Note (subject to Section 6 hereof).

(c) Tranche 3 Payments.

(i) On December 31, 2019, and continuing quarterly on the last day of each March, June, September, and December thereafter (each a "Tranche 3 Scheduled Payment Date"), and ending on December 31, 2024 (the "Tranche 3 Maturity Date"), Borrower shall pay to Lender all accrued and unpaid Tranche 3 Interest on the outstanding Tranche 3 principal balance hereof (each such payment, a "Tranche 3 Scheduled Quarterly Payment"); *provided, that*, if any Tranche 3 Scheduled Payment Date is not a Business Day, then such Tranche 3 Scheduled Payment Date shall be extended to the next succeeding Business Day. Subject to any prepayment permitted by Section 6 hereof, all accrued Tranche 3 Interest will be deemed payable in arrears for the three (3) calendar month period ending on the Tranche 3 Scheduled Payment Date. The Tranche 3 Interest due and payable on each Tranche 3 Scheduled Payment Date will equal:

(1) a quotient determined by (A) the aggregate amount of annual Tranche 3 Interest on the unpaid Tranche 3 principal balance of this Note as of the first (1st) day of the applicable Tranche 3 Interest Adjustment Period ending on the applicable Tranche 3 Scheduled Payment Date computed at the Floating Interest Rate in effect for such Tranche 3 Interest Adjustment Period, *divided by* (B) 360, with such quotient then *multiplied by*

(2) the number of days in such Tranche 3 Interest Adjustment Period.

(ii) If not sooner repaid in accordance with the terms hereof, on the Tranche 3 Maturity Date, Borrower shall pay to Lender the entire outstanding Tranche 3 principal balance, together with all accrued and unpaid Tranche 3 Interest thereon and all other sums due Lender hereunder related to the Tranche 3 principal.

(iii) Each Tranche 3 Scheduled Quarterly Payment shall be applied (i) first, to the payment of any expenses, charges, late fees and other amounts payable hereunder, (ii) second, to the payment of accrued Tranche 3 Interest, and (iii) third, to the payment of Tranche 3 principal remaining under this Note.

(iv) Lender will provide Borrower with written notice of the amount of each Tranche 3 Scheduled Quarterly Payment due under this Note. However, if Lender has not provided Borrower with prior written notice of the Tranche 3 Scheduled Quarterly Payment due on

any Tranche 3 Scheduled Payment Date, then Borrower will pay on that Tranche 3 Scheduled Payment Date an amount equal to the Tranche 3 Scheduled Quarterly Payment for which Borrower last received written notice. If Lender at any time determines that Borrower has paid one or more Tranche 3 Scheduled Quarterly Payments in an incorrect amount because of the operation of the preceding sentence, or because Lender has miscalculated the Floating Interest Rate or has otherwise miscalculated the amount of any Tranche 3 Scheduled Quarterly Payment, then Lender will give written notice to Borrower of such determination. If such determination discloses that Borrower has paid less than the full amount due for the period for which the determination was made, Borrower, within thirty (30) days after receipt of such written notice from Lender, will pay to Lender the full amount of the deficiency. If such determination discloses that Borrower has paid more than the full amount due for the period for which the determination was made, then the amount of the overpayment will be credited to the next Tranche 3 Scheduled Quarterly Payment due under this Note (or, if an Event of Default has occurred and is continuing, such overpayment will be credited against any amount owing by Borrower to Lender).

(d) Tranche 4 Payments.

(i) On August 1, 2020 and the first (1st) day of each calendar month thereafter (each a "Tranche 4 Scheduled Payment Date"), and ending on October 31, 2031 (the "Tranche 4 Maturity Date"), Borrower shall pay to Lender equal and level payments of Tranche 4 Interest and Tranche 4 principal (each such payment, a "Tranche 4 Scheduled Monthly Payment") in accordance with the amortization schedule set forth on Exhibit C attached hereto; provided, that if any Tranche 4 Scheduled Payment Date is not a Business Day, then such Tranche 4 Scheduled Payment Date shall be extended to the next succeeding Business Day. If not sooner repaid in accordance with the terms hereof, on the Tranche 4 Maturity Date, Borrower shall pay to Lender the entire outstanding Tranche 4 principal balance of this Note, together with all accrued and unpaid Tranche 4 Interest thereon and all other sums due Lender hereunder relating to the Tranche 4 principal. Each Tranche 4 Scheduled Monthly Payment shall be applied (i) first, to the payment of any expenses, charges, late fees and other amounts payable hereunder, (ii) second, to the payment of accrued Tranche 4 Interest, and (iii) third, to the payment of Tranche 4 principal remaining under this Note (subject to Section 6 hereof).

6. Prepayment.

(a) Prepayment of Tranche 1. Borrower may voluntarily prepay Tranche 1 in whole or in part prior to the Tranche 1 Maturity Date, without premium or penalty; *provided, that*, any such partial prepayment of principal shall only be made quarterly on the first (1st) day of any Tranche 1 Interest Adjustment Period.

(b) No Voluntary Prepayment of Tranche 2. Borrower may not voluntarily prepay Tranche 2 in whole or in part at any time prior to the Tranche 2 Maturity Date.

(c) Mandatory Prepayment of Tranche 2. Notwithstanding anything to the contrary contained herein (including Section 5(b)(ii) above), upon payment in full of either the Davis Note or the West Jordan Note, Borrower shall immediately pay the outstanding Tranche 2 principal, together with all accrued and unpaid Tranche 2 Interest thereon, and all other sums due Lender hereunder relating to the Tranche 2 principal.

(d) Prepayment of Tranche 3. Borrower may voluntarily prepay Tranche 3 in whole or in part prior to the Tranche 3 Maturity Date, without premium or penalty; *provided, that*, any such partial prepayment of principal shall only be made quarterly on the first (1st) day of any Tranche 3 Interest Adjustment Period.

(e) Prepayment of Tranche 4. Borrower may voluntarily prepay Tranche 4 in whole or in part prior to the Tranche 4 Maturity Date, without premium or penalty; *provided, that*, any such partial prepayment of principal shall only be made on a Tranche 4 Interest Adjustment Date.

7. Late Charges; Interest on Overdue Installments; Collection Costs.

(a) In the event that any amount of the principal hereof or accrued Interest on this Note is not paid in full when due (whether at stated maturity, by acceleration or otherwise), Borrower shall pay to Lender on demand (i) Interest on such unpaid amount (to the extent permissible under applicable law) for the period from the date such amount became due until such amount shall have been paid in full at an interest rate per annum equal to the lesser of the maximum rate permitted by the laws of the State of Delaware and the Overdue Rate and (ii) a Late Payment Penalty for such unpaid amount. If any amount remains unpaid past the Maturity Date, Interest shall continue to accrue on such unpaid amount at the Overdue Rate until paid in full. Collection or acceptance by Lender of such additional interests and late charges shall not constitute a waiver of any other rights or remedies of Lender provided herein or in any Security Documents.

(b) Borrower acknowledges that it would be extremely difficult or impracticable to determine Lender's actual damages resulting from any late payment or Event of Default, and the late charges payable pursuant to Section 7(a) hereof are reasonable estimates of those damages and do not constitute a penalty.

(c) In addition to the other provisions of this Note, if Borrower on the one hand and Lender on the other hand brings any action, suit or other legal action or proceeding to enforce or establish any right of such party under this Note, the party prevailing in such action, suit or proceeding shall be entitled to recover all reasonable and documented out-of-pocket costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, court costs and documented out-of-pocket attorneys' fees.

8. Representations and Warranties; No Defaults.

(a) Borrower hereby represents and warrants to the Lender that: (i) Borrower has full legal right, power, authority and capacity to execute, deliver and enter into this Note, and to incur the obligations provided for herein; (ii) this Note has been duly executed and delivered by Borrower and constitutes Borrower's valid and legally binding obligation, enforceable against Borrower 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; (iii) 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 Borrower of this Note or the consummation and performance by Borrower of the transactions contemplated hereby; (iv) the execution and delivery

of this Note and the obligations created hereby have been duly authorized by all necessary proceedings on the part of Borrower 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 Borrower, any instrument, contract or other agreement to which Borrower is a party or by or to which Borrower 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; (v) Borrower is not a party to, or to the knowledge of Borrower, threatened with any litigation or judicial, administrative or arbitration proceeding which, if decided adversely to Borrower, would restrain, prohibit or materially delay the transactions contemplated hereby; and (vi) Borrower has paid all amounts due under the Original Term Note through the date hereof.

(b) Borrower hereby certifies to Lender that, as of the date hereof, there exists no "Event of Default" under and as defined in any of the Master Lease, the Mortgage Loan Agreement, or the other Obligation Documents, or any event, condition or circumstance that, with notice or a passage of time, would constitute any such an "Event of Default," by any of the Steward Lessees, Steward Borrowers, or their respective Affiliates.

9. **Events of Default.** The occurrence of any one or more of the following events (individually, an "Event of Default") shall constitute Events of Default hereunder:

(a) if Borrower shall fail to make any payment of Interest, principal, or any other monetary obligation when the same becomes due and payable by Borrower under this Note, and the same shall remain unpaid for more than ten (10) days following receipt by Borrower of written notice thereof from Lender; *provided, however*, in no event shall Lender be required to give more than two (2) such written notices hereunder during any consecutive twelve (12) month period; or

(b) if Borrower shall fail to observe or perform any other term, covenant or condition of this Note and such failure is not cured by Borrower within a period of thirty (30) days after receipt by Borrower of written notice thereof from Lender, unless such failure cannot, in Lender's reasonable determination, 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 Lender's reasonable determination, Borrower commences to cure such failure within the thirty (30) day period and proceeds with due diligence to complete the curing thereof; *provided, however*, in no event shall Lender be required to give more than two (2) such written notices hereunder for Borrower's failure to observe or perform the same (or repetitive) covenant or condition in any consecutive twelve (12) month period; or

(c) if (i) Borrower shall admit in writing its inability to pay its debts as they become due; or (ii) Borrower shall file a petition in bankruptcy as a petition to take advantage of any insolvency act; or (iii) Borrower shall be declared insolvent according to any law; or (iv) Borrower shall make any general assignment for the benefit of its creditors; or (v) if the estate or interest of Borrower in its properties or any part thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within the later of ninety (90) days after commencement thereof or sixty (60) days after receipt by Borrower of written notice thereof from Lender (unless Borrower shall be contesting such lien or attachment by appropriate legal proceedings conducted in good faith and with due diligence; or (vi) any petition shall be filed against Borrower to declare Borrower bankrupt, to take advantage of any insolvency act, or to delay, reduce or modify Borrower's capital structure and the same shall not be removed or vacated within ninety (90) days from the date of its

creation, service or attachment; or (vii) Borrower shall, after a petition in bankruptcy is filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction shall enter an order or decree, with or without the consent of Borrower, appointing a trustee, examiner or receiver of Borrower or the whole or substantially all of its property, or approving a petition filed against Borrower seeking reorganization or arrangement of Borrower under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof; or

(d) if Borrower shall be liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all of its assets, or Borrower shall enter into an agreement respecting same; or

(e) if an "Event of Default" shall occur under and as defined in either the Master Lease or the Mortgage Loan Agreement, or a monetary default or a material non-monetary default shall occur under any other Obligation Document which is not waived in writing or cured within the cure period (if any) as provided therein.

10. **Remedies.** Upon the occurrence of an Event of Default, the entire outstanding principal amount hereof and Interest on the Note to the date of payment shall immediately become due and payable at the option and upon the demand of Lender.

11. **Usury.** In no event shall the amount of Interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by Borrower or inadvertently received by Lender, then Lender may elect, in its sole discretion, to do one or more of the following with all or any portion of such excess: (a) apply such excess to other sums due, if any, under this Note or the Security Documents, or (b) refund such excess to Borrower, which refund Borrower shall forthwith accept. It is the express intent hereof that Borrower not pay and Lender not receive, directly or indirectly, Interest in excess of that which may be legally paid by Borrower under applicable law.

12. **Relationship of Parties.** Borrower and Lender agree that the relationship between them shall be solely that of debtor and creditor. Nothing contained in this Note or any Security Document shall be deemed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Borrower and Lender.

13. **Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Note shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

If to Borrower: c/o Steward Health Care System LLC
1900 N. Pearl Street, Suite 2400
Dallas, TX 75201,
Attn: Chief Executive Officer
Telephone: (469) 341-8800
Facsimile: (469) 341-8999

With a copy to: c/o Steward Health Care System LLC
1900 Pearl Street, Suite 2400
Dallas, Texas 75201
Attn: General Counsel
Telephone: (469) 341-8800
Facsimile: (469) 341-8999

and

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606-0029
Attn: Ankur Gupta, Esq.
Telephone: (312) 984-5560
Facsimile: (312) 984-7700

If to Lender: c/o MPT Development Services, Inc.
1000 Urban Center Drive, Suite 501
Birmingham, AL 35242
Attention: 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
Attention: 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 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.

14. **Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.**

(a) THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

(b) BORROWER AND LENDER CONSENT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE. BORROWER AND LENDER AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS NOTE SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS 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. BORROWER AND LENDER EXPRESSLY ACKNOWLEDGE THAT DELAWARE IS A FAIR, JUST AND REASONABLE FORUM AND AGREE NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY THE OTHER PARTY IN SAID COURTS. FURTHER, BORROWER AND LENDER 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 13 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.

(c) BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY BORROWER OR BY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS NOTE.

15. **Delivery by Electronic Transmission.** This Note and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract shall raise the use of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

16. **Expenses.** In addition to the other provisions of this Note (including, without limitation, Section 2 hereof), Borrower agrees and shall pay and/or reimburse Lender and its Affiliates' reasonable and documented out-of-pocket costs and expenses, including, without limitation, the

reasonable and documented costs and expenses of reports and investigations and reasonable and documented legal fees and expenses attributable to an Event of Default and Lender's pursuing the rights and remedies provided herein and under applicable law, incurred or resulting from or relating to (a) requests by Borrower for approval or consent under this Note (including any consents relating to management, the placing of liens on Borrower's property and any intercreditor issues which arise in connection with any other obligations owed by Borrower or its Affiliates); (b) any circumstances or developments which give rise to Lender or its Affiliates' right of consent or approval under this Note or any other Obligation Documents; (c) a request for changes in the terms, conditions or provisions of this Note or any other Obligation Document; and (d) enforcement by Lender or its Affiliates of any of the provisions of this Note, the Security Documents, or the other Obligation Documents. Such expenses and fees shall be paid by Borrower within thirty (30) days of the submission of a statement in reasonable detail for the same or such amount(s) shall be subject to interest at the Overdue Rate from the expiration of said thirty (30)-day period to the date of payment, plus a Late Payment Penalty with respect to such unpaid amount; *provided, that*, the Lender may, at Lender's option and in Lender's sole discretion, fund such preceding costs and expenses (including reasonable attorneys' fees) and the principal amount of the Term Loan shall be increased accordingly. Each of the Borrower and Lender shall take any actions necessary in order to reflect any such increase in the Term Loan, including without limitation, executing and delivering amendments to this Note, the Security Documents, and any other documents related to this Note.

17. **Lender's Option to Restructure Loan.** Notwithstanding anything to the contrary contained herein, the Lender shall have the option, but not the obligation, to restructure all or any portion of Tranche 2 under this Note such that all or any portion of the Tranche 2 is transferred to and becomes part of the Loan Obligations (as defined in the Mortgage Loan Agreement) secured by the Mortgages (as defined in the Mortgage Loan Agreement), subject to the terms and conditions of the Mortgage Loan Agreement. Borrower agrees to take any actions necessary to effect the foregoing, including without limitation, modifying, amending, or restating (i) this Note, (ii) the Davis Note and the West Jordan Note (as each such term is defined in the Mortgage Loan Agreement), and (iii) any of the Obligation Documents (as defined in the Mortgage Loan Agreement) to reflect the foregoing.

18. **Miscellaneous.**

(a) With respect to the amounts due under this Note, Borrower waives the following to the fullest extent permitted by law:

(i) All rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States of America or any state thereof;

(ii) Except for notices required by applicable law that cannot be waived or notices expressly required under the Security Documents, demand, presentment, protest, notice of protest, notice of dishonor, notice of non-payment, diligence in collection, and all other requirements necessary to charge or hold Borrower liable on any liabilities or obligations under this Note (collectively, the "Term Loan Obligations"); and

(iii) Any further receipt for or acknowledgment of any collateral now or hereafter deposited as security for the Term Loan Obligations.

(b) Borrower hereby acknowledges that Lender shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this Note or any of the Security Documents, and no waiver of any kind shall be valid unless in writing and signed by Lender. All rights and remedies of Lender under the terms of this Note and the Security Documents and applicable statutes or rules of law shall be cumulative and may be exercised separately, successively or concurrently.

(c) Borrower agrees that, irrespective of claims Borrower may hereafter have against Lender, all payments due under this Note and the Security Documents shall be payable hereunder without setoff or counterclaim. Nothing herein shall constitute a waiver by Borrower of any claims Borrower may have against Lender, all of which may be pursued in a separate action against such party or parties.

(d) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Borrower without the prior written consent of the Lender. The Lender may at any time and without the consent of Borrower assign all of its rights and obligations hereunder to any other Person.

(e) This Note and the obligations of Borrower hereunder shall be binding upon and enforceable against Borrower and their successors and assigns, and shall inure to the benefit of Lender and its successors and permitted assigns, including any subsequent holder of this Note; *provided, however*, that (a) this Note shall not inure to the benefit of any assignee pursuant to an assignment which violates the terms of this Note and (b) neither this Note nor any other document or agreement contemplated under this Note shall be deemed to confer upon any Person not a party to this Note any rights or remedies contained in this Note.

(f) Lender may, at its option, release any collateral given to secure the indebtedness evidenced hereby, or release any guarantor from its obligations under any guaranty, and no such release shall impair the Term Loan Obligations under this Note and the Security Documents.

(g) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Note. The provisions of this Note shall be construed without regard to the party responsible for the drafting and preparation hereof.

(h) Borrower and its respective counsel have participated in the drafting and redrafting of this Note and the general rules of construction which would construe any provisions of this Note in favor of or to the advantage of either Lender or Borrower as opposed to the other as a result of one party drafting this Note as opposed to the other or in resolving any conflict or ambiguity in favor of either Lender or Borrower as opposed to the other on the basis of which party drafted this Note are hereby expressly waived by Borrower and Lender.

(i) If any provision of this Note is prohibited or unenforceable in any jurisdiction or if this Note is prohibited or unenforceable, then apart from such ineffectiveness as a result of such prohibition or unenforceability, the remaining provisions hereof shall remain in full force and effect.

(j) Time is of the essence with respect to this Note and the performance of each of the covenants and agreements contained herein.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Borrower and Lender have caused this instrument to be duly executed and delivered as of the day and year first above written.

BORROWER:

STEWARD HEALTH CARE SYSTEM LLC

By: _____

Name: John M. Doyle

Its: Treasurer

LENDER:

MPT TRS LENDER-STEWARD, LLC

By: MPT Development Services, Inc.
Its: Sole Member


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

EXHIBIT A

Glossary of Defined Terms

Affiliate: 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., nor any of its Affiliates (other than Borrower and its subsidiaries) nor Ralph de la Torre, M.D. shall be deemed to be an Affiliate of Borrower.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which money centers in the City of New York, New York are authorized or obligated by law or executive order to close.

Davis Note: That certain Promissory Note, dated as of September 29, 2017, in the original principal amount of Three Hundred and Fifty Million and No/100 Dollars (\$350,000,000), made by Davis Hospital & Medical Center, L.P., a Delaware limited partnership in favor of MPT of Layton-Steward, LLC, a Delaware limited liability company, as the same has been or may be further amended, modified, restated and/or supplemented from time to time

Environmental Indemnification Agreement: That certain Environmental Indemnification Agreement, dated as of October 3, 2016, executed and delivered by Borrower (and certain of its Affiliates) to and in favor of certain Affiliates of the Lender, as the same may be amended, modified and/or restated from time to time.

Equity Interests: 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.

Floating Interest Rate: The variable annual interest rate calculated for each Interest Adjustment Period so as to equal (i) the LIBOR Index Rate for such Interest Adjustment Period (truncated at the 5th decimal place if necessary) plus (ii) the Margin.

Governmental Body: Any United States federal, state or local, or any supra national or non U.S., government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency body or commission, court, tribunal or judicial or arbitral body, in each case of competent jurisdiction, including the Securities and Exchange Commission.

ICE : ICE Benchmark Administration Limited.

Interest Adjustment Period: As applicable, the Tranche 1 Interest Adjustment Period and the Tranche 3 Interest Adjustment Period.

Late Payment Penalty: Shall mean an amount equal to the product of Five Percent (5%) and the amount of any overdue and unpaid amount under this Note.

Lease Assignments: Those certain Assignments of Rents and Leases, dated as of various dates, executed and delivered by each Steward Lessee to and in favor of the MPT Lessors, as each may be amended, modified and/or restated from time to time.

LIBOR: The London Interbank Offered Rate.

LIBOR Index: ICE's three (3) month LIBOR rate for United States Dollar deposits, as displayed on the LIBOR Index Page used to establish the LIBOR Index Rate.

LIBOR Index Rate:

(i) With respect to the first Tranche 1 Interest Adjustment Period, Two and 33188/10,000 Percent (2.33188%); and

(ii) With respect to any Interest Adjustment Period thereafter, ICE's LIBOR rate for the LIBOR Index released by ICE on the first (1st) day of such Interest Adjustment Period (or, if ICE does not release the LIBOR Index on such first (1st) day, then the LIBOR Index released by ICE most recently preceding such date), as such LIBOR rate is displayed on the LIBOR Index Page; *provided, however*, that if at any time the LIBOR Rate is ever less than zero, the LIBOR Rate shall be deemed to be zero for all purposes of this Note.

LIBOR Index Page: The Bloomberg L.P., page "BBAM", or such other page for the LIBOR Index as may replace page BBAM on that service or, at the option of Lender: (i) the applicable page for the LIBOR Index on another service which electronically transmits or displays ICE LIBOR rates, or (ii) any other publication of LIBOR rates available from ICE. In the event ICE ceases to set or publish a LIBOR rate/interest settlement rate for the LIBOR Index, Lender will designate an alternative index, and such alternative index will constitute the LIBOR Index Page.

Loan Guaranty: That certain Guaranty, dated as of May 1, 2017, executed and delivered by the Steward Lessees in favor of the MPT Mortgage Lenders, as the same may be modified, amended, restated, and/or supplemented from time to time.

Margin: 450 basis points.

Master Lease: That certain Master Lease Agreement, dated as October 3, 2016, by and among the MPT Lessors and the Steward Lessees, as the same may be modified, amended or restated from time to time.

Mortgage Loan Agreement: That certain Mortgage Loan Agreement, dated as October 3, 2016, executed by the Steward Mortgage Borrowers and the MPT Mortgage Lenders, as the same may be modified, amended or restated from time to time.

MPT Lessors: Collectively, MPT of Methuen-Steward, LLC, MPT of Brighton-Steward, LLC, MPT of Fall River-Steward, LLC, MPT of Brockton-Steward, LLC, MPT of Taunton-Steward, LLC, MPT of Hillside-Steward, LLC, MPT of Melbourne-Steward, LLC, MPT of Rockledge-Steward, LLC, MPT of Sebastian-Steward, LLC, MPT of Sharon-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 Aycr-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 Dorchester-Steward, LLC, MPT of Big Spring-Steward, LLC, and MPT of Florence, LLC, each a Delaware limited liability company, and any other Person who is now or hereafter joins and becomes a party to the Master Lease as a “Facility Lessor” or “Lessor” thereunder (including, without limitation, all Ancillary Property Lessors, as defined therein).

MPT Mortgage Lenders: Collectively, MPT of West Jordan-Steward, LLC and MPT of Layton-Steward, LLC, each a Delaware limited liability company, and any other Person who is now or hereafter joins and becomes a party to the Mortgage Loan Agreement as a “Facility Lender” or “Lender” thereunder.

Non-Competition Agreement: That certain Non-Competition Agreement, dated as of October 3, 2016, executed by Borrower in favor of certain Affiliates of the Lender, as the same may be amended, modified, and/or restated from time to time.

Obligation Documents: The “Obligation Documents” as such term is defined in the Master Lease and the Mortgage Loan Agreement.

Overdue Rate: On any date, the Floating Interest Rate plus Five Percent (5%).

Person: An individual, a corporation, a limited liability company, a general or limited partnership, an unincorporated association, a joint venture, a Governmental Body or another entity or group.

Pledge Agreement: That certain Pledge Agreement, dated as of October 3, 2016, by and among the “Pledgors” (as defined therein), the other “Pledged Obligors” (as defined therein), and certain Affiliates of the Lender, as the same may be modified, amended or restated from time to time.

Security Agreement: That certain Security Agreement, dated as October 3, 2016, among Steward Lessees, the Steward Mortgage Borrowers, the MPT Lessors and certain of their Affiliates, as the same may be modified, amended, restated or supplemented from time to time.

Security Documents: Those certain security documents and agreements entered into by Borrower or any of Borrower’s Affiliates in connection with this Note, the Master Lease, the Mortgage Loan Agreement, or any other Obligation Documents (as defined therein), including, without limitation, those documents and agreements described on the attached Exhibit B.

Steward Lessees: Collectively, Steward Good Samaritan Medical Center, Inc., a Delaware

corporation; Steward Holy Family Hospital, Inc., a Delaware corporation; Morton Hospital, A Steward Family Hospital, Inc. a Delaware corporation; Steward St. Anne's Hospital Corporation, a Delaware corporation; Steward St. Elizabeth's Medical Center of Boston, Inc., a Delaware corporation; Steward Hillside Rehabilitation Hospital, Inc., a Delaware corporation; Steward Northside Medical Center, Inc., a Delaware corporation; Steward Medical Group, Inc., a Massachusetts corporation; SHC Youngstown Ohio PSC LLC, a Delaware limited liability company; Steward Sebastian River Medical Center, Inc., a Delaware corporation; Steward Sharon Regional Health System, Inc., a Delaware corporation; Steward Trumbull Memorial Hospital, Inc., a Delaware corporation; Steward Melbourne Hospital, Inc., a Delaware corporation; Brevard SHC Holdings LLC, a Delaware limited liability company; Steward Rockledge Hospital, Inc., a Delaware corporation; Steward SHC Holdings LLC, a Delaware limited liability company; Steward Florida ASC LLC, a Delaware limited liability company; IASIS Glenwood Regional Medical Center, LP, a Delaware limited partnership; Jordan Valley Medical Center, LP, a Delaware limited partnership; Odessa Regional Hospital, L.P., a Delaware limited partnership; Jordan Valley Medical Center, L.P., a Delaware limited partnership; Mountain Vista Medical Center, LP, a Delaware limited partnership; Salt Lake Regional Medical Center, L.P., a Delaware limited partnership; The Medical Center of Southeast Texas, LP, a Delaware limited partnership; Southwest General Hospital, L.P., a Delaware limited partnership; St. Luke's Medical Center, L.P., a Delaware limited partnership; St. Luke's Behavioral Hospital, L.P., a Delaware limited partnership; Brim Holding Company, Inc., a Delaware corporation; Nashoba Valley Medical Center, A Steward Family Hospital, Inc., a Delaware corporation; Steward Norwood Hospital, Inc., a Delaware corporation; SJ Medical Center, LLC, a Texas limited liability company; Steward Carney Hospital, Inc., a Delaware corporation; Steward Texas Hospital Holdings LLC, a Texas limited liability company; Permian Premier Health Services, Inc., a Texas nonprofit corporation that is certified as a nonprofit health organization by the Texas Medical Board; and any other Person who is now or hereafter joins and becomes a party to the Master Lease as a "Facility Lessee" or "Lessee" thereunder (including, without limitation, all Ancillary Property Lessees, as defined therein).

Steward Mortgage Borrowers: Collectively, Jordan Valley Medical Center, L.P. and Davis Hospital & Medical Center, L.P., each a Delaware limited partnership, and any other Person who is now or hereafter joins and becomes a party to the Mortgage Loan Agreement as a "Facility Borrower" or "Borrower" thereunder.

Tranche: Individually or collectively, as the context requires, Tranche 1, Tranche 2, Tranche 3, and Tranche 4.

Tranche 1 Interest Adjustment Period: Each successive three (3) calendar month period until the entire outstanding Tranche 1 principal balance of this Note (together with all accrued and unpaid Tranche 1 Interest thereon and all other sums due Lender hereunder in connection with the Tranche 1 principal) is paid in full, except that the first Tranche 1 Interest Adjustment Period is the period from July 5, 2019 through September 30, 2019. Therefore, the second Tranche 1 Interest Adjustment Period is the period from October 1, 2019 through December 31, 2019, and each successive Tranche 1 Interest Adjustment Period shall be each consecutive three (3) calendar month period thereafter until all such amounts are paid in full.

Tranche 3 Interest Adjustment Period: Each successive three (3) calendar month period until the entire outstanding Tranche 3 principal balance of this Note (together with all accrued and unpaid Tranche 3 Interest thereon and all other sums due Lender hereunder in connection with the

Tranche 3 principal) is paid in full, except that the first Tranche 3 Interest Adjustment Period is the period from October 11, 2019 through December 31, 2019. Therefore, the second Tranche 3 Interest Adjustment Period is the period from January 1, 2020 through March 31, 2020, and each successive Tranche 3 Interest Adjustment Period shall be each consecutive three (3) calendar month period thereafter until all such amounts are paid in full.

Tranche 2 Interest Rate: An interest rate equal to the current Base Interest Rate (as defined in the Davis Note and the West Jordan Note) on the date hereof, as adjusted from time to time, in accordance with the terms of the Davis Note and the West Jordan Note.

Tranche 4 Interest Rate: A per annum rate equal to Seven Percent (7%), as adjusted from time to time in accordance with Section 3(d).

West Jordan Note: That certain Promissory Note, dated as of September 29, 2017, in the original principal amount of Three Hundred and Fifty Million and No/100 Dollars (\$350,000,000), made by Jordan Valley Medical Center, L.P., a Delaware limited partnership in favor of MPT of West Jordan-Steward, LLC, a Delaware limited liability company, as the same has been or may be further amended, modified, restated and/or supplemented from time to time.

EXHIBIT B

Security Documents

1. The Lease Assignments.
2. The Security Agreement.
3. The Loan Guaranty.
4. The Pledge Agreement.
5. The Environmental Indemnification Agreement.
6. The Non-Competition Agreement.
7. All other leases, promissory notes, and agreements entered into among any of (i) the Lender or any Affiliate of Lender (including, without limitation, any MPT Lessors or MPT Mortgage Lenders), on the one hand, and (ii) Borrower or any Affiliate of the Borrower (including, without limitation, any Steward Lessees or Steward Mortgage Borrowers), on the other hand.
8. All schedules, exhibits, annexes or any other documents attached to, incorporated in, or delivered in connection with any of the foregoing.

EXHIBIT C

Tranche 4 Amortization Schedule

See attached.

Tranche 4 Amortization Schedule

	Date	Payment	Interest	Principal	Balance	Rate
Loan	06/30/2020				32,000,000.00	7.00%
1	08/01/2020	350,176.06	186,666.67	163,509.40	31,836,490.60	7.00%
2	09/01/2020	350,176.06	185,712.86	164,463.20	31,672,027.40	7.00%
3	10/01/2020	350,176.06	184,753.49	165,422.57	31,506,604.83	7.00%
4	11/01/2020	350,176.06	183,788.53	166,387.54	31,340,217.29	7.00%
5	12/01/2020	350,176.06	182,817.93	167,358.13	31,172,859.16	7.00%
6	01/01/2021	350,176.06	181,841.68	168,334.39	31,004,524.78	7.14%
7	02/01/2021	350,176.06	184,476.92	165,699.14	30,838,825.64	7.14%
8	03/01/2021	350,176.06	183,491.01	166,685.05	30,672,140.58	7.14%
9	04/01/2021	350,176.06	182,499.24	167,676.83	30,504,463.76	7.14%
10	05/01/2021	350,176.06	181,501.56	168,674.50	30,335,789.25	7.14%
11	06/01/2021	350,176.06	180,497.95	169,678.12	30,166,111.13	7.14%
12	07/01/2021	350,176.06	179,488.36	170,687.70	29,995,423.43	7.14%
13	08/01/2021	350,176.06	178,472.77	171,703.29	29,823,720.14	7.14%
14	09/01/2021	350,176.06	177,451.13	172,724.93	29,650,995.21	7.14%
15	10/01/2021	350,176.06	176,423.42	173,752.64	29,477,242.57	7.14%
16	11/01/2021	350,176.06	175,389.59	174,786.47	29,302,456.09	7.14%
17	12/01/2021	350,176.06	174,349.61	175,826.45	29,126,629.64	7.14%
18	01/01/2022	350,176.06	173,303.45	176,872.62	28,949,757.03	7.28%
19	02/01/2022	350,176.06	175,696.08	174,479.99	28,775,277.04	7.28%
20	03/01/2022	350,176.06	174,637.16	175,538.91	28,599,738.13	7.28%
21	04/01/2022	350,176.06	173,571.81	176,604.25	28,423,133.88	7.28%
22	05/01/2022	350,176.06	172,500.00	177,676.06	28,245,457.81	7.28%
23	06/01/2022	350,176.06	171,421.68	178,754.38	28,066,703.43	7.28%
24	07/01/2022	350,176.06	170,336.82	179,839.24	27,886,864.19	7.28%
25	08/01/2022	350,176.06	169,245.38	180,930.69	27,705,933.50	7.28%
26	09/01/2022	350,176.06	168,147.31	182,028.75	27,523,904.75	7.28%
27	10/01/2022	350,176.06	167,042.58	183,133.49	27,340,771.27	7.28%
28	11/01/2022	350,176.06	165,931.14	184,244.92	27,156,526.34	7.28%
29	12/01/2022	350,176.06	164,812.96	185,363.11	26,971,163.24	7.28%
30	01/01/2023	350,176.06	163,687.99	186,488.07	26,784,675.16	7.43%
31	02/01/2023	350,176.06	165,807.32	184,368.75	26,600,306.42	7.43%
32	03/01/2023	350,176.06	164,666.00	185,510.06	26,414,796.36	7.43%
33	04/01/2023	350,176.06	163,517.63	186,658.44	26,228,137.92	7.43%
34	05/01/2023	350,176.06	162,362.14	187,813.92	26,040,324.00	7.43%
35	06/01/2023	350,176.06	161,199.50	188,976.56	25,851,347.43	7.43%
36	07/01/2023	350,176.06	160,029.66	190,146.40	25,661,201.03	7.43%
37	08/01/2023	350,176.06	158,852.59	191,323.48	25,469,877.55	7.43%
38	09/01/2023	350,176.06	157,668.22	192,507.84	25,277,369.71	7.43%
39	10/01/2023	350,176.06	156,476.52	193,699.54	25,083,670.17	7.43%
40	11/01/2023	350,176.06	155,277.45	194,898.61	24,888,771.56	7.43%
41	12/01/2023	350,176.06	154,070.95	196,105.11	24,692,666.45	7.43%
42	01/01/2024	350,176.06	152,856.99	197,319.08	24,495,347.37	7.58%
43	02/01/2024	350,176.06	154,668.22	195,507.85	24,299,839.52	7.58%
44	03/01/2024	350,176.06	153,433.75	196,742.32	24,103,097.21	7.58%
45	04/01/2024	350,176.06	152,191.48	197,984.59	23,905,112.62	7.58%

46	05/01/2024	350,176.06	150,941.37	199,234.70	23,705,877.92	7.58%
47	06/01/2024	350,176.06	149,683.36	200,492.70	23,505,385.22	7.58%
48	07/01/2024	350,176.06	148,417.41	201,758.65	23,303,626.56	7.58%
49	08/01/2024	350,176.06	147,143.47	203,032.59	23,100,593.97	7.58%
50	09/01/2024	350,176.06	145,861.48	204,314.58	22,896,279.39	7.58%
51	10/01/2024	350,176.06	144,571.40	205,604.66	22,690,674.73	7.58%
52	11/01/2024	350,176.06	143,273.18	206,902.89	22,483,771.84	7.58%
53	12/01/2024	350,176.06	141,966.75	208,209.31	22,275,562.53	7.58%
54	01/01/2025	350,176.06	140,652.08	209,523.98	22,066,038.55	7.73%
55	02/01/2025	350,176.06	142,115.69	208,060.37	21,857,978.17	7.73%
56	03/01/2025	350,176.06	140,775.68	209,400.38	21,648,577.79	7.73%
57	04/01/2025	350,176.06	139,427.05	210,749.02	21,437,828.77	7.73%
58	05/01/2025	350,176.06	138,069.72	212,106.34	21,225,722.43	7.73%
59	06/01/2025	350,176.06	136,703.66	213,472.41	21,012,250.02	7.73%
60	07/01/2025	350,176.06	135,328.79	214,847.27	20,797,402.75	7.73%
61	08/01/2025	350,176.06	133,945.08	216,230.99	20,581,171.77	7.73%
62	09/01/2025	350,176.06	132,552.45	217,623.62	20,363,548.15	7.73%
63	10/01/2025	350,176.06	131,150.85	219,025.22	20,144,522.93	7.73%
64	11/01/2025	350,176.06	129,740.22	220,435.84	19,924,087.09	7.73%
65	12/01/2025	350,176.06	128,320.51	221,855.55	19,702,231.54	7.73%
66	01/01/2026	350,176.06	126,891.66	223,284.41	19,478,947.13	7.88%
67	02/01/2026	350,176.06	127,962.67	222,213.39	19,256,733.74	7.88%
68	03/01/2026	350,176.06	126,502.89	223,673.17	19,033,060.57	7.88%
69	04/01/2026	350,176.06	125,033.52	225,142.55	18,807,918.03	7.88%
70	05/01/2026	350,176.06	123,554.49	226,621.57	18,581,296.46	7.88%
71	06/01/2026	350,176.06	122,065.75	228,110.31	18,353,186.15	7.88%
72	07/01/2026	350,176.06	120,567.23	229,608.83	18,123,577.31	7.88%
73	08/01/2026	350,176.06	119,058.87	231,117.20	17,892,460.12	7.88%
74	09/01/2026	350,176.06	117,540.59	232,635.47	17,659,824.65	7.88%
75	10/01/2026	350,176.06	116,012.35	234,163.72	17,425,660.93	7.88%
76	11/01/2026	350,176.06	114,474.06	235,702.00	17,189,958.93	7.88%
77	12/01/2026	350,176.06	112,925.67	237,250.40	16,952,708.53	7.88%
78	01/01/2027	350,176.06	111,367.10	238,808.96	16,713,899.57	8.04%
79	02/01/2027	350,176.06	111,994.27	238,181.80	16,475,717.77	8.04%
80	03/01/2027	350,176.06	110,398.29	239,777.78	16,235,939.99	8.04%
81	04/01/2027	350,176.06	108,791.62	241,384.45	15,994,555.55	8.04%
82	05/01/2027	350,176.06	107,174.18	243,001.88	15,751,553.66	8.04%
83	06/01/2027	350,176.06	105,545.91	244,630.16	15,506,923.50	8.04%
84	07/01/2027	350,176.06	103,906.72	246,269.34	15,260,654.16	8.04%
85	08/01/2027	350,176.06	102,256.55	247,919.51	15,012,734.65	8.04%
86	09/01/2027	350,176.06	100,595.33	249,580.74	14,763,153.91	8.04%
87	10/01/2027	350,176.06	98,922.97	251,253.09	14,511,900.82	8.04%
88	11/01/2027	350,176.06	97,239.41	252,936.66	14,258,964.16	8.04%
89	12/01/2027	350,176.06	95,544.56	254,631.50	14,004,332.66	8.04%
90	01/01/2028	350,176.06	93,838.36	256,337.70	13,747,994.96	8.20%
91	02/01/2028	350,176.06	93,963.14	256,212.92	13,491,782.03	8.20%
92	03/01/2028	350,176.06	92,212.01	257,964.06	13,233,817.98	8.20%
93	04/01/2028	350,176.06	90,448.91	259,727.16	12,974,090.82	8.20%
94	05/01/2028	350,176.06	88,673.76	261,502.31	12,712,588.51	8.20%
95	06/01/2028	350,176.06	86,886.47	263,289.59	12,449,298.92	8.20%

96	07/01/2028	350,176.06	85,086.97	265,089.09	12,184,209.83	8.20%
97	08/01/2028	350,176.06	83,275.17	266,900.89	11,917,308.93	8.20%
98	09/01/2028	350,176.06	81,450.99	268,725.07	11,648,583.86	8.20%
99	10/01/2028	350,176.06	79,614.34	270,561.72	11,378,022.14	8.20%
100	11/01/2028	350,176.06	77,765.14	272,410.93	11,105,611.21	8.20%
101	12/01/2028	350,176.06	75,903.30	274,272.77	10,831,338.44	8.20%
102	01/01/2029	350,176.06	74,028.73	276,147.33	10,555,191.11	8.37%
103	02/01/2029	350,176.06	73,584.18	276,591.89	10,278,599.22	8.37%
104	03/01/2029	350,176.06	71,655.95	278,520.11	10,000,079.11	8.37%
105	04/01/2029	350,176.06	69,714.28	280,461.78	9,719,617.33	8.37%
106	05/01/2029	350,176.06	67,759.08	282,416.98	9,437,200.34	8.37%
107	06/01/2029	350,176.06	65,790.25	284,385.82	9,152,814.53	8.37%
108	07/01/2029	350,176.06	63,807.69	286,368.38	8,866,446.15	8.37%
109	08/01/2029	350,176.06	61,811.31	288,364.76	8,578,081.39	8.37%
110	09/01/2029	350,176.06	59,801.01	290,375.06	8,287,706.34	8.37%
111	10/01/2029	350,176.06	57,776.69	292,399.37	7,995,306.97	8.37%
112	11/01/2029	350,176.06	55,738.27	294,437.79	7,700,869.17	8.37%
113	12/01/2029	350,176.06	53,685.63	296,490.43	7,404,378.74	8.37%
114	01/01/2030	350,176.06	51,618.69	298,557.38	7,105,821.37	8.53%
115	02/01/2030	350,176.06	50,528.08	299,647.98	6,806,173.38	8.53%
116	03/01/2030	350,176.06	48,397.34	301,778.72	6,504,394.66	8.53%
117	04/01/2030	350,176.06	46,251.45	303,924.61	6,200,470.05	8.53%
118	05/01/2030	350,176.06	44,090.31	306,085.76	5,894,384.30	8.53%
119	06/01/2030	350,176.06	41,913.79	308,262.27	5,586,122.02	8.53%
120	07/01/2030	350,176.06	39,721.80	310,454.26	5,275,667.76	8.53%
121	08/01/2030	350,176.06	37,514.22	312,661.84	4,963,005.92	8.53%
122	09/01/2030	350,176.06	35,290.95	314,885.12	4,648,120.80	8.53%
123	10/01/2030	350,176.06	33,051.86	317,124.20	4,330,996.60	8.53%
124	11/01/2030	350,176.06	30,796.85	319,379.21	4,011,617.39	8.53%
125	12/01/2030	350,176.06	28,525.81	321,650.25	3,689,967.14	8.53%
126	01/01/2031	350,176.06	26,238.62	323,937.44	3,366,029.69	8.70%
127	02/01/2031	350,176.06	24,413.87	325,762.19	3,040,267.50	8.70%
128	03/01/2031	350,176.06	22,051.11	328,124.95	2,712,142.55	8.70%
129	04/01/2031	350,176.06	19,671.22	330,504.85	2,381,637.70	8.70%
130	05/01/2031	350,176.06	17,274.06	332,902.01	2,048,735.69	8.70%
131	06/01/2031	350,176.06	14,859.51	335,316.55	1,713,419.14	8.70%
132	07/01/2031	350,176.06	12,427.46	337,748.61	1,375,670.54	8.70%
133	08/01/2031	350,176.06	9,977.76	340,198.30	1,035,472.23	8.70%
134	09/01/2031	350,176.06	7,510.30	342,665.77	692,806.47	8.70%
135	10/01/2031	350,176.06	5,024.94	345,151.13	347,655.34	8.70%
136	11/01/2031	350,176.89	2,521.55	347,655.34	(0.00)	
		47,623,945.55	15,623,945.54	32,000,000.00		