TRANSFER AND EXCHANGE AGREEMENT

THIS TRANSFER AND EXCHANGE AGREEMENT (this "Agreement") is entered into as of May 11, 2020, by and between Steward Health Care Investors LLC, a Delaware limited liability company (the "Company"), SHCI Debtholder LLC, a Delaware limited liability company (the "Holder"), Steward Investment Manager LLC, a Delaware limited liability company ("SIM"), Cerberus International II Master Fund, L.P. ("Master Fund"), Cerberus Partners II, L.P. ("Partners II") and Cerberus Series Four Holdings, LLC ("Four Holdings", and together with Master Fund and Partners II, collectively, the "Cerberus Funds", and together with the Holder and SIM, collectively, the "Cerberus Parties"). Reference is hereby made to that certain Fourth Amended and Restated Limited Liability Company Agreement, dated as of May 16, 2018, of the Company (as amended, the "Company LLC Agreement"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Company LLC Agreement.

RECITALS

WHEREAS, prior to the date hereof, the Cerberus Funds contributed all of their respective Class A-1 Interests to the Holder such that, as of immediately prior to the Closing (as defined below), the Holder owns the number of Class A-1 Interests set forth opposite the Holder's name on Exhibit A hereto (the "Transferred Interests", and such contribution, the "Contribution");

WHEREAS, subject to the terms and conditions of this Agreement, (a) the Holder desires to transfer and assign to the Company all of its right, title and interest in the Transferred Interests, solely in exchange for a Convertible Promissory Note in the form attached hereto as Exhibit B (the "Promissory Note"), and (b) the Company desires to accept the Transferred Interests from the Holder and, in exchange therefore, deliver the Promissory Note to the Holder;

WHEREAS, concurrently with the Closing (as defined below), and as a condition to the willingness of the Holder to enter into this Agreement, (a) the Holder and Manolete Health LLC are entering into that certain Side Letter Regarding Equity Back Stop Distributions, in the form attached hereto as Exhibit C-1 (the "International Side Letter"); and (b) the Holder, the Company and the other parties thereto are entering into that certain Side Letter Regarding Equity Back Stop Distributions, in the form attached hereto as Exhibit C-2 (the "Other Businesses Side Letter");

WHEREAS, the Transferred Interests represent a majority of the Class A Units held by the Steward Members, and prior to the date hereof, and pursuant to Section 9.3 of the Company LLC Agreement, the Steward Members have exercised their drag-along rights with respect to the Exchange;

WHEREAS, concurrently with the Closing, the Company and its subsidiaries are effecting the disposition of 100% of the equity of Steward Health Care International Ltd., Cordiant Healthcare Services KSA, S.L.U. and Cordiant Healthcare Services, S.L.U., and the acquisition of certain other assets related to the international business of the Company and its subsidiaries, in exchange for an aggregate purchase price of $200,000,000, in cash, from Manolete Health LLC and Manolete Management LLC (collectively, "Manolete") (collectively, the "International Transaction", and together with (a) the Transfer (as defined below), (b) the Exchange (as defined below), and (c) the execution of the UT PSA (as defined below), collectively, the "Day 1 Transactions"); and

WHEREAS, concurrently with the Closing, the Company and its subsidiaries are entering into a binding Contribution Agreement (together with all exhibits, annexes, schedules and other attachments thereto, collectively, the "UT PSA") to effect the consummation, not more than 60 days following the date hereof, of (i) MPT of Utah-Steward Holdings, LLC contributing Two Hundred Million and No/100 Dollars

($200,000,000.00) in cash to MPT of Utah-Steward, LLC (the "Utah JV") in exchange for a fifty percent (50%) equity interest in the Utah JV, (ii) Jordan Valley Medical Center, LP, and Davis Hospital & Medical Center, LP, each a Delaware limited partnership (collectively, the "Hospitals") thereafter contributing their respective owned real property to the Utah JV, subject to the indebtedness evidenced by the existing indebtedness (the "Existing Mortgages") (and which shall remain subject to the guaranty agreements currently securing the obligations thereunder), in exchange for a fifty percent (50%) equity interest in the Utah JV, (iii) the redemption of a portion of the membership interests of the Utah JV from the Hospitals in exchange for an aggregate cash distribution of One Hundred Ninety-Five Million and No/100 Dollars ($195,000,000.00), (iv) the Hospitals then leasing back such properties from the Utah JV or its subsidiaries pursuant to a master lease and various security documents relating thereto, including Steward Health Care System LLC providing an unconditional guaranty in connection therewith, and (v) the consummation of such other transactions as contemplated in the UT PSA (the foregoing clauses (i) through (v), collectively, the "UT Transaction", and together with the Day 1 Transactions, the "Transactions").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Exchange. Pursuant to the terms and conditions hereof, effective as of the Closing (as defined below) on the Closing Date (as defined below):

1.1 The Holder hereby assigns, transfers, conveys and delivers to the Company, and the Company hereby accepts and acquires from the Holder, all of the Holder's right, title and interest in and to the Holder's Transferred Interests, free and clear of any and all liens, mortgages or other encumbrances (the "Transfer").

1.2 The Company hereby issues to the Holder, and the Holder hereby accepts and acquires from the Company, in exchange for the Transferred Interests, the Promissory Note with the initial principal face amount of $350,000,000 (the "Exchange").

2. Closing. The consummation of the Transfer and the Exchange (the "Closing") shall take place electronically by the electronic exchange of documents on the date hereof (the "Closing Date").

3. Representations and Warranties of the Company.

3.1 The Company hereby represents and warrants to the Holder as of immediately following the consummation of the Day 1 Transactions as follows:

(a) The Company is a limited liability company duly formed, existing and in good standing, under the laws of the State of Delaware.

(b) The Company has all requisite limited liability company power and authority to execute, deliver and perform its obligations under, and to consummate the transactions contemplated by, this Agreement (including the issuance of the Promissory Note to the Holder). This Agreement and the Promissory Notes issued pursuant hereto have been duly and validly executed and delivered by the Company or its applicable subsidiary(ies) and constitute the legal and binding obligations of the Company or such subsidiary(ies), enforceable against the Company or such subsidiary(ies) in accordance with their respective terms.

(c) The execution, delivery and performance of this Agreement and the Promissory Note, and the consummation of the transactions contemplated hereby and thereby, as applicable, will not, with or without the giving of notice or the lapse of time or both, (i) violate any provision of law, statute, rule or regulation to which the Company or any of its subsidiaries is subject, (ii) violate any order, judgment or decree applicable to the Company or any of its subsidiaries, or (iii) conflict with or result in a breach or default under any term or condition of any governing documents of the Company or any of its subsidiaries or any other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it is, or any of its assets or properties are, bound. The Company and its Subsidiaries obtained, prior to the consummation of the Day 1 Transactions, all approvals, consents, ratifications, waivers or other authorization from any person (including governmental entities) required in connection with the Day 1 Transactions.

(d) The Company represents and warrants to the Holder that no indebtedness (including debt for borrowed money, notes, bonds, debentures or other similar instruments), capital lease obligations or other liabilities (contingent or otherwise) is being incurred by the Company or any of its subsidiaries that own, directly or indirectly, equity of Steward Health Care System LLC simultaneously with, or as a result of, the Transactions.

4. Representations and Warranties of the Cerberus Parties. The Cerberus Parties represent and warrant to the Company as follows:

4.1 Immediately prior to the Contribution, the Cerberus Funds were the legal and beneficial owners of all of the Transferred Interest. After giving effect to the Contribution, the Cerberus Funds do not own any outstanding units or other ownership interests of the Company. The Holder is the legal and beneficial owner of all of the Transferred Interests, and has good and valid title to the Transferred Interests, free and clear of any and all liens, mortgages or other encumbrances. At the Closing, the Holder will transfer to the Company good and valid title to the Transferred Interests, free and clear of all liens, mortgages or other encumbrances. The Holder does not own any outstanding units or other ownership interests of the Company, other than the Transferred Interests.

4.2 The Cerberus Parties have such knowledge and experience in financial and business matters that they are capable of utilizing the information made available to the Cerberus Parties, to evaluate the merits and risks of the transactions contemplated by this Agreement and to make an informed investment decision with respect thereto. The Holder is able, without impairing its financial condition, to hold the Promissory Note and the securities issuable upon conversion thereof for an indefinite period of time and to suffer a complete loss of its investment.

4.3 The Cerberus Parties understand and acknowledge that the issuance of the Promissory Note to the Holder and the securities issuable upon conversion thereof has not been considered or approved by any governmental or other entity.

4.4 The Cerberus Parties recognize that an investment in the Promissory Note and the securities issuable upon conversion thereof involves certain risks, and the Cerberus Parties have taken full cognizance of, and understand all of, the risk factors related to the exchange for the Promissory Note. The Cerberus Parties have consulted with their professional, tax and legal advisors with respect to the federal, state, local and foreign income tax consequences of the Promissory Note and the securities issuable upon conversion thereof.

4.5 The Cerberus Parties have all requisite limited liability company or limited partnership (as the case may be) power and authority to execute, deliver and perform their respective obligations under this Agreement and the Promissory Note. This Agreement and the Promissory Note have been duly and validly

executed and delivered by the Cerberus Parties and constitute the legal and binding obligations of the Cerberus Parties, enforceable against the Cerberus Parties in accordance with their respective terms.

4.6 The execution, delivery and performance of this Agreement and the Promissory Note, and the consummation of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the lapse of time or both (a) violate any provision of law, statute, rule or regulation to which the Cerberus Parties are subject, (b) violate any order, judgment or decree applicable to the Cerberus Parties, or (c) conflict with or result in a breach or default under any term or condition of any agreement or other instrument to which the Cerberus Parties are a party or by which the Cerberus Parties are, or any of their assets or properties are, bound. The Cerberus Parties have obtained, prior to the consummation of the Day 1 Transactions, all approvals, consents, ratifications, waivers or other authorization from any person (including governmental entities) required in connection with the Exchange.

4.7 The Promissory Note and the securities issuable upon conversion thereof are being acquired by the Holder for his, her or its own account only for investment and are not being acquired with a view towards resale or further distribution. The Holder understands that the Promissory Note and the securities issuable upon conversion thereof are not registered for sale under the Securities Act or otherwise and that the Promissory Note and the securities issuable upon conversion thereof cannot be offered for sale or sold by the Holder or by anyone acting for the Holder's account or on the Holder's behalf without the registration of Promissory Note, the securities issuable upon conversion thereof or the fulfillment of other regulatory requirements, and that the transferability of the Promissory Note and the securities issuable upon conversion thereof are further restricted pursuant to its terms.

5. Closing Deliveries.

5.1 Closing Deliverables of the Company. The Company shall deliver, or cause to be delivered, to the Holder at Closing the following:

(a) the Promissory Note;

(b) an executed counterpart to Amendment No. 2 to the Company LLC Agreement, in the form attached hereto as Exhibit D (the "Company LLCA Amendment"), from each party thereto other than SIM;

(c) documentation evidencing the consummation of the International Transaction, including receipt by the Company or one or more of its subsidiaries of $200,000,000, in cash, from Manolete or one or more of its affiliates;

(d) an executed copy of the UT PSA, which, for the avoidance of doubt, provides for the consummation of the UT Transaction not more than 60 days following the date hereof;

(e) an executed copy of the Fifth Amended and Restated Limited Liability Company Agreement, dated as of the Closing Date, of the Company;

(f) substantially contemporaneously with the Closing, the Company shall, in accordance with Section 9.3 of the Company LLC Agreement, (i) repurchase and cancel, for no consideration, all of the outstanding Class C-1 Interests from the holders thereof, and (ii) repurchase

and cancel all Class A-1 Interests and the Class B-4 Interests from the holders thereof, in exchange for the consideration set forth on Exhibit E attached hereto;

(g) an executed counterpart to the applicable Drag-Along Notice and Waiver from each holder of Class A-1 or Class B-4 Interests other than the Holder;

(h) an executed counterpart to the Termination Agreement, in the form attached hereto as Exhibit F (the "Termination Agreement"), from each party thereto other than SIM;

(i) an executed counterpart to the International Side Letter, from each party thereto other than the Holder; and

(j) an executed counterpart to the Other Businesses Side Letter, from each party thereto other than the Holder.

5.2 Closing Deliverables of the Holder. The Holder shall deliver, or cause to be delivered, to the Company at Closing the following:

(a) a validly completed and executed Internal Revenue Service Form W-9, Form W-8BEN or similar form, as applicable, establishing the Holder's exemption from withholding tax;

(b) an executed counterpart to the Company LLCA Amendment from SIM;

(c) an executed counterpart to the Termination Agreement from SIM;

(d) an executed counterpart to the International Side Letter from the Holder; and

(e) an executed counterpart to the Other Businesses Side Letter from the Holder.

6. Tax Treatment. Notwithstanding anything to the contrary contained herein, solely for U.S. federal (and applicable state and local) income tax purposes, the Holder shall (i) continue to be treated as a partner of the Company after completion of the Transfer and Exchange and (ii) be subject to the provisions set forth in Section 3.2, Article IV, Section 5.5 and Section 13.2(a) and (d) of that certain Fifth Amended and Restated Limited Liability Company Agreement, dated as of the Closing Date (as amended from time to time), of the Company.

7. Release.

7.1 Each Cerberus Party, on behalf of himself, herself or itself and his, her or its assigns, heirs, beneficiaries, creditors, representatives, agents and affiliates (other than the Company and its subsidiaries) (the "Cerberus Releasing Parties"), hereby fully, finally and irrevocably releases, acquits and forever discharges the Company and its affiliates (other than the Cerberus Releasing Parties), and its and their respective officers, directors, partners, general partners, limited partners, managing directors, members, managers, non-member managers, stockholders, trustees, shareholders, representatives, employees, principals, agents, affiliates, parents, subsidiaries, joint ventures, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys of any of them in their capacity as such (and excluding any officer, director, partner, general partner, limited partner, managing director, member, managers, non-member managers, stockholder, trustee, shareholder, representative, employee, principal, agent, affiliate, parent, subsidiary, joint venture, predecessor, successor, assign, beneficiary, heir, executor, personal or legal representative, insurer and attorney of any Cerberus Releasing Party, in his, her or its capacity as such) (collectively, the "Company Released Parties")

from any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses, and compensation of every kind and nature whatsoever, past, present or future, at law or in equity, whether known or unknown, contingent or otherwise (collectively, "Causes of Action"), which such Cerberus Releasing Parties, or any of them, had, has or may have had at any time in the past until and including the date of this Agreement (including, as of the date of this Agreement, the approval of the transactions contemplated by this Agreement and the documents delivered pursuant to Section 5.1 and 5.2), against the Company Released Parties, or any of them, including, without limitation, in respect of the Transferred Interests and the Holder's ownership thereof and the Holder's investment in and management of the Company and its subsidiaries, including any breach of any fiduciary or other duty. Notwithstanding the foregoing, the provision of this Section 7.1 shall not apply to any and all Retained Causes of Action (as defined below). As used herein, "Retained Causes of Action" means any and all Causes of Action arising out of the breach or violation of or failure to comply with of any of the provisions and conditions set forth in this Agreement, the Promissory Note, the Termination Agreement, the International Side Letter, the Other Businesses Side Letter and any other document delivered in connection herewith.

7.2 The Company, on behalf of itself and its assigns, heirs, beneficiaries, creditors, representatives, agents and affiliates (other than the Cerberus Parties and their respective affiliates (other than the Company and its Subsidiaries)) (the "Company Releasing Parties"), hereby fully, finally and irrevocably releases, acquits and forever discharges the Cerberus Parties and their respective affiliates (after giving effect to the Closing), and its and their respective officers, directors, partners, general partners, limited partners, managing directors, members, managers, non-member managers, stockholders, trustees, shareholders, representatives, employees, principals, agents, affiliates, parents, subsidiaries, joint ventures, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys of any of them in their capacity as such (collectively, the "Holder Released Parties") from any and all Causes of Action, which such Company Releasing Parties, or any of them, had, has or may have had at any time in the past until and including the date of this Agreement (including, as of the date of this Agreement, the approval of the transactions contemplated by this Agreement and the documents delivered pursuant to Section 5.1 and 5.2), against the Holder Released Parties, or any of them. Notwithstanding the foregoing, the provisions of this Section 7.2 shall not apply to any and all Retained Causes of Action.

8. Termination of Advisory Agreements. Each Cerberus Releasing Party acknowledges and agrees that any and all advisory, consulting, management services or similar agreements between any such party and the Company or its subsidiaries and affiliates are terminated effective as of the Closing and there are no fees, costs, expenses, liabilities, indemnifications, reimbursements, damages or any other obligations, due or to become due, or payable thereunder, to such Cerberus Releasing Party. Notwithstanding the foregoing, at or prior to the Closing the Company or its applicable subsidiary or affiliate (in each case, after giving effect to the Day 1 Transactions) shall pay, or cause to be paid, by wire transfer of immediately available funds, to Cerberus Operations and Advisory Company, LLC (or its designee) an amount in cash equal to the documented amount set forth on Exhibit G hereto.

9. Miscellaneous.

9.1 Amendment and Waiver. This Agreement may not be amended, waived, modified, or supplemented except by an instrument in writing signed on behalf of each of the parties hereto.

9.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Neither this Agreement nor any right or obligation hereunder shall be assigned, delegated, or otherwise transferred (whether voluntarily, by operation of law, by merger, or otherwise) by either party

hereto, without the prior written consent of all other parties. Any attempted assignment, delegation, or transfer in violation of this Section 9.2 shall be void and of no force or effect.

9.3 Construction. The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof. Unless the context otherwise requires, all references to Sections contained in this Agreement are references to sections of this Agreement, words in the singular include the plural and *vice versa*, and words of any gender include each other gender. As used in this Agreement the following words or phrases have the following meanings: (a) "including" means "including, without limitation;" (b) "hereby", "herein", "hereof", "hereto", "hereunder", and words of similar import refer to this Agreement as a whole, including annexes, and not to any particular provision hereof; (c) "law" means any statute, regulation, rule, judicial order, and any other legal pronouncement having the effect of law; (d) "or" means "and/or"; (e) "person" means any individual, corporation, joint venture, partnership, limited partnership, limited liability company, trust, unincorporated association, or other form of business or legal entity or governmental entity; (f) "subsidiary" means "direct or indirect subsidiary".

9.4 Confidentiality. No public announcement or disclosure may be made by any party with respect to the subject matter of this Agreement, the Promissory Note and the other documents delivered in connection with the Transactions without the prior written consent of the other parties; *provided* that the provisions of this Section 9.4 shall not prohibit (a) any disclosure required by any applicable law (in which case the disclosing party will, to the extent reasonably practicable, provide the other parties with the opportunity to review in advance of such disclosure), (b) any disclosure made to an affiliate of such party, (c) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement, the Promissory Note, the Termination Agreement, the International Side Letter, the Other Businesses Side Letter or the other documents delivered in connection with the Transactions, (d) any disclosure by a party as part of such party's ordinary course reporting or review procedure or (e) to the transferee of the Note (or any equity interests issued upon the conversion of the Note); *provided* that such transferee is bound by a duty of confidentiality with respect to such information.

9.5 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be an original, and all of which when taken together shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

9.6 Entire Agreement. This Agreement and the Promissory Note and the other documents delivered in connection with the Transactions constitute the entire agreement of the parties hereto and thereto in respect of the subject matter hereof and thereof, and supersede any and all prior agreements, representations, warranties, covenants, arrangements, communications (written or oral) or understandings between the parties hereto and thereto in respect of such subject matter.

9.7 Further Assurances. Each party hereto shall execute and deliver all such further and additional instruments and agreements and shall take such further and additional actions, as may be reasonably necessary or desirable and as requested by the other party to evidence or carry out the provisions of this Agreement.

9.8 Governing Law, Jurisdiction and Venue.

(a) All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether

of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

(b) Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Delaware Court of Chancery of the State of Delaware or, if the Delaware Court of Chancery does not have jurisdiction, in the United States District Court for the District of Delaware or any other court of the State of Delaware, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

9.9 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the applicable law of any jurisdiction, (i) the remainder of this Agreement or the application of such provisions to other persons or circumstances or in other jurisdictions shall not be affected thereby, (ii) such invalid, illegal, or unenforceable provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such law, and (iii) such invalid, illegal, or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement.

9.10 Survival. The representations and warranties set forth in this Agreement shall survive the Closing.

9.11 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR OTHER PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.11.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and validly executed as of the date first set forth above.

Company:

Solely with respect to the period prior to the Closing:

STEWARD HEALTH CARE INVESTORS LLC

By: Steward Investment Manager LLC, its non-member manager, solely with respect to the period prior to the Closing

By: DocuSigned by: Lisa Gray 54283D8537 1C437...
Name: Lisa Gray
Title: Authorized Signatory

Company:

With respect to the period from and after the Closing:

STEWARD HEALTH CARE INVESTORS LLC

By: RDLT – SHCI Manager LLC, its non-member manager, with respect to the period from and after the Closing

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly and validly executed as of the date first set forth above.

Company:

Solely with respect to the period prior to the Closing:

STEWARD HEALTH CARE INVESTORS LLC

By: Steward Investment Manager LLC, its non-member manager, solely with respect to the period prior to the Closing

By: _____
Name: Lisa Gray
Title: Authorized Signatory

Company:

With respect to the period from and after the Closing:

STEWARD HEALTH CARE INVESTORS LLC

By: RDLT – SHCI Manager LLC, its non-member manager, with respect to the period from and after the Closing

By: _____
Name: Ralph de la Torre, M.D.
Title: President, Secretary and Treasurer

Cerberus Parties:

SHCI DEBTHOLDER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437...
Name: Lisa Gray
Title: Authorized Signatory

CERBERUS INTERNATIONAL II MASTER FUND, L.P.

By: Cerberus Associates II, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

CERBERUS PARTNERS II, L.P.

By: Cerberus Associates II, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

CERBERUS SERIES FOUR HOLDINGS, LLC

By: Cerberus Institutional Partners, L.P. – Series Four, its managing member

By: Cerberus Institutional Associates, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

Cerberus Parties:

SHCI DEBTHOLDER LLC

By: _____
Name: Lisa Gray
Title: Authorized Signatory

CERBERUS INTERNATIONAL II MASTER FUND, L.P.

By: Cerberus Associates II, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

CERBERUS PARTNERS II, L.P.

By: Cerberus Associates II, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

CERBERUS SERIES FOUR HOLDINGS, LLC

By: Cerberus Institutional Partners, L.P. – Series Four, its managing member

By: Cerberus Institutional Associates, L.L.C., its general partner

By: _____
Name: Mark Neporant
Title: Senior Managing Director

STEWARD INVESTMENT MANAGER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437...

Name: Lisa Gray
Title: Authorized Signatory

Exhibit A

TRANSFERRED INTERESTS

Holder	Transferred Interests
SHCI Debtholder LLC	83,900,000 Class A-1 Interests

Exhibit B

PROMISSORY NOTE

(ATTACHED)

THIS PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT OR REGISTRATION IS NOT REQUIRED UNDER THE ACT.

STEWARD HEALTH CARE INVESTORS LLC

CONVERTIBLE PROMISSORY NOTE

$350,000,000 **May 11, 2020**

FOR VALUE RECEIVED**,** Steward Health Care Investors LLC, a Delaware limited liability company (the "Company"), hereby promises to pay to the order of SHCI Debtholder LLC, a Delaware limited liability company (the "Holder"), on May 11, 2025 (the "Maturity Date") (subject to Sections 4, 5, 6 and 7 herein), the principal sum of Three Hundred Fifty Million Dollars ($350,000,000) or such part thereof as from time to time remains outstanding, whichever is less, together with interest on the balance of principal remaining unpaid from time to time accruing on and from the date hereof at a rate per annum equal to (a) three percent (3%) until the second anniversary of the date hereof, (b) seven percent (7%) thereafter until the fourth anniversary of the date hereof, and (c) eight percent (8%) thereafter; *provided* that if any principal or interest payable by the Company hereunder is not paid when due, whether on the Maturity Date, on the date of any required repayment or prepayment hereunder, upon acceleration or otherwise, amounts outstanding under this Note (including any such overdue amount) shall bear interest, after as well as before judgment, at a rate per annum equal to 2.00% per annum plus the rate otherwise applicable to outstanding principal at such time. Interest shall accrue and compound quarterly and be calculated based on a 365-day year, for the actual number of days elapsed, but in no event shall the rate of interest exceed the maximum rate, if any, allowable under applicable law. Interest shall accrue and be payable quarterly in arrears until this Note is paid in full or converted as provided in Section 6 hereof.

1. Payment. All payments on account of principal and interest shall be made in lawful money of the United States of America in immediately available funds at the principal office of the Holder, or such other place as the holder hereof may from time to time designate in writing to the Company; *provided*, *however*, that unless the Company otherwise elects to pay in cash, all payment of interest (other than interest due and payable on the Maturity Date, on the date of any repayment or prepayment of principal or following an Event of Default) shall automatically be paid in kind. Interest paid in kind shall be added to the outstanding principal of the Note and thereafter accrue interest at the applicable rate provided herein. All payments by the Holder under this Convertible Promissory Note (this "Note", and together with any additional notes that may hereafter be issued by the Company to one or more persons or entities as a result of any transfer or assignment of this Note in accordance with the terms hereof, the "Notes") shall be applied first

to the accrued interest due and payable hereunder and the remainder, if any, to the outstanding principal.

2. Assignment, Transfer and Exchange. The Holder may, at any time following the first anniversary of the date hereof and prior to the Maturity Date, in its sole discretion, assign, transfer or exchange this Note. In connection with any such assignment, transfer or exchange, the Holder may, at its option, elect to surrender this Note at the principal office of the Company for assignment, transfer or exchange. Within five business days after notice to the Company from the Holder of its intention to make such assignment, transfer or exchange and without expense to the Holder, except for any transfer or similar tax which may be imposed on the transfer or exchange, the Company shall issue, in exchange therefor, another Note for the same aggregate principal amount as the unpaid principal amount of the Note so surrendered, having the same maturity and rate of interest, containing the same provisions and subject to the same terms and conditions as the Note so surrendered. Each new Note shall be made payable to such person or persons, or assignees or transferees, as the Holder may designate, and such assignment, transfer or exchange shall be made in such a manner that no gain or loss of principal or interest shall result therefrom.

3. New Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of the Note, the Company will issue a new Note, of like tenor and amount and dated the date to which interest has been paid, in lieu of such lost, stolen, destroyed or mutilated Note, and in such event the Holder agrees to indemnify and hold harmless the Company in respect of any such lost, stolen, destroyed or mutilated Note.

4. Prepayment. The Company shall prepay this Note as provided in Section 12(b) and any Side Letter (as defined below) and may otherwise voluntarily prepay this Note, in each case, without premium or penalty, in whole or in part, with accrued interest to the date of such prepayment on the amount prepaid, at any time or from time to time prior to the third anniversary of the date hereof; *provided* that, subject to Section 12(b) hereof and any Side Letter, (i) the minimum increment of any such prepayment shall be ten million dollars ($10,000,000), and (ii) if, at the time such prepayment election is made, the remaining unpaid principal on the Note is one hundred million dollars ($100,000,000) or less, then prepayment may only be exercised if the Note is repaid in full. The Company shall give the Holder written notice of its intent to make a prepayment (A) in the case of any prepayment under Section 12(b) hereof or any Side Letter, no less than one business day prior to the date of such prepayment and (B) in the case of any voluntary prepayment, no less than two business days prior to the date of such voluntary prepayment. If requested by the Holder, a solvency opinion relating to the Company, and in form and substance reasonably satisfactory to the Holder, shall be delivered by the Company to the Holder at the closing of any prepayment of the Note (excluding a prepayment made pursuant to Section 12(b) hereof or any Side Letter); *provided* that any such solvency opinion: (1) shall be delivered to the Holder no less than two business days prior to the date of the applicable prepayment; and (2) shall be prepared by one of the "big four" accounting firms or another independent registered public accounting firm of nationally recognized standing or an investment bank of nationally recognized standing (or other professional advisory firm reasonably acceptable to the Holder). On and after the third anniversary of the date hereof and prior to the Maturity Date, the Company may prepay this Note, with accrued interest to the date of such prepayment on the amount prepaid, only with the prior written consent of the Requisite Holders or as required by Section 12(b) hereof or any

Side Letter. As used herein, "Side Letter" means any of (I) that certain Side Letter Regarding Equity Back Stop Distributions, dated as of the date hereof, by and between the Holder and Manolete Health LLC, and (II) any letter agreement entered into pursuant to the terms of that certain Side Letter Regarding Equity Back Stop Distributions, dated as of the date hereof, by and among by and among the Company, SHCS, the Holder, MPT Operating Partnership, L.P., and Ralph de la Torre.

5. Subordination. The indebtedness of the Company evidenced by this Note is subordinated and junior in right of payment to all other indebtedness of the Company existing as of the date hereof but senior to all other equity interests of the Company.

6. Conversion of Note.

(a) Voluntary Conversion of Note. At any time after the third anniversary of the date hereof, the Requisite Holders (as hereafter defined) may elect, by prior written notice to the Company, to convert all, but not less than all, of the outstanding principal and accrued but unpaid interest under the Notes into a number of Class A Units of the Company that is equal to the quotient obtained by dividing (i) the sum of the lesser of (A) $350,000,000, or (B) the then-outstanding principal balance on this Note calculated as of the effective date of such conversion by (ii) the then applicable Unit Price (as hereafter defined), rounding down to the nearest whole Class A Unit amount (such quotient, the "Applicable Conversion Ratio"). The Company acknowledges that if this Note was converted in full on the date hereof at the Unit Price in effect on the date hereof, the Class A Units of the Company issuable to the Holder would represent 41.62% of the total fully diluted Units of the Company that are outstanding as of the date hereof. If the Requisite Holders make a conversion election pursuant hereto, all other holders of outstanding Notes shall automatically be deemed to have made the same election, and all such other Notes shall be similarly converted into Class A Units in accordance with the terms hereof.

(b) Mandatory Conversion of Note Upon a Liquidity Event. If this Note remains outstanding upon the closing of a Liquidity Event (as hereinafter defined), then unless the holders of a majority of the outstanding principal amount of all outstanding Notes (the "Requisite Holders") elect otherwise, all of the principal amount outstanding under this Note and any accrued and unpaid interest thereon shall be converted automatically into Class A Units at the Applicable Conversion Ratio. In the event of an IPO (as defined below), if the issuer in such IPO is an entity other than the Company, this Note shall convert into the common equity of the IPO issuer and not the Company.

(c) Conversion Event. It shall be a condition to the conversion of this Note into Class A Units of the Company that the Holder signs a counterpart signature page to become a party to, and be bound by, the Company's limited liability company agreement then in effect; *provided*, *however*, that if the Requisite Holders elect to convert the Notes into Class A Units, the Company covenants and agrees that it shall cause its limited liability company agreement to be amended to incorporate the provisions set forth on Exhibit A attached hereto relating to Holder's preemptive rights, tag-along rights, information rights, access rights and registration rights.

(d) Definitions. For purposes of the conversion provisions in this Section 6, the following terms shall have the meanings ascribed to them:

(i) "Liquidity Event" shall mean any of the following: (A) one transaction or series of related transactions, whether by merger, acquisition or other transaction, after which the current members of the Company (after giving effect to the Day 1 Transactions (as defined in the Exchange Agreement)) own, beneficially and of record, fifty percent (50%) or less of the outstanding equity interests of the Company or the surviving or resulting entity in such transaction, (B) the closing of the transfer, in one transaction or a series of related transactions to which the Company is party, to a person or group of affiliated persons of the Company's Units or other equity securities if, after such closing, such person or group of affiliated persons would hold fifty percent (50%) or more of the outstanding Units or other equity interests of the Company (after giving effect to the Day 1 Transactions), (C) a sale, transfer or other disposition of all or substantially all of the assets and properties of the Company, in one transaction or a series of related transactions, (D) an initial public offering of registered securities by the Company or any of its direct or indirect subsidiaries under the Act (an "IPO"), (E) members of the Company's management ceasing to own, collectively, more than fifty percent (50%) of the outstanding Units or other equity interests of the Company or (F) SHCS or any of its subsidiaries effect a restructuring to establish a corporate and tax structure permitted under the REIT Investment Diversification and Empowerment Act (except if such restructuring is done solely with respect to one or more new subsidiaries formed to acquire another business or entity or the real estate or assets relating thereto). Notwithstanding the foregoing, any Units or other equity interests of the Company that are transferred by a member of the Company or its management, for bona fide estate planning purposes, to a trust, partnership, limited liability company or other vehicle, shall be deemed to still be owned and held by the transferring member for purposes of this Liquidity Event definition.

(ii) "Units" shall mean any and all Units of the Company that may be issued by the Company from time to time, which Units represent the entire membership interests of the members in the Company pursuant to the terms and conditions of the Company's limited liability company agreement.

(iii) "Unit Price" shall initially mean $4.20; *provided* that the Unit Price shall be automatically adjusted from time to time in accordance with the provisions of Section 6(h) below.

(e) Conversion Procedures.

(i) The Company shall give notice of a Liquidity Event, by electronic mail or mail, postage prepaid, to the Holder as soon as is practicable prior to the closing of said Liquidity Event, but in any case within 10 business days prior to any such Liquidity Event.

(ii) A conversion election made by the Requisite Holders pursuant hereto shall be made by submitting to the Company a Notice of Conversion to the address set forth on Exhibit B hereto. The effective date for such a conversion shall be the date the Requisite Holders deliver the Notice of Conversion to the Company, by electronic mail or mail, postage prepaid.

(f) Issuance of Security. Upon the occurrence of any conversion specified in this Section 6, the Holder shall surrender this Note at the office of the Company or of its transfer agent for the applicable amount of the Class A Units. Thereupon, the interest will be reflected in the schedule of members of the Company's limited liability company agreement on the date on which such conversion occurred. The Company shall not be obligated to issue the Class A Units issuable upon such conversion unless the Note being converted is either delivered to the Company or the holder notifies the Company that such Note has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(g) Cancellation or Replacement of Note. Upon the payment in full and/or conversion of the entire Note, it shall be canceled.

(h) Anti-Dilution. The Unit Price shall be subject to adjustment from time to time after the date hereof in accordance with the following:

(i) Adjustments relating to Changes in Units. The Unit Price will be subject to equitable adjustment in the event of any unit split, dividend, combination or other similar recapitalization event with respect to such Units.

(ii) Adjustments relating to Certain Issues of Units. Except for (A) the issuance of any Units pursuant to Section 6(h)(i) hereof or (B) the issuance of Class B Units or other "profits interests" in the Company that would not result in the total number of such Units or interests being in excess of the Initial Profits Interest Pool (as defined in Section 9(i)), in the event that the Company issues additional Units at a purchase price per Unit that is less than the then applicable Unit Price, then the Unit Price shall be adjusted in accordance with the following formula:

$$UP_2 = UP_1 * (A + (B / UP_1)) / (A + C)$$

UP_2 = Unit Price in effect immediately after the issuance of additional Units
UP_1 = Unit Price in effect immediately prior to the issuance of additional Units
A = Total number of Units that are outstanding immediately prior to the issuance of additional Units
B = Aggregate consideration received by the Company with respect to the issuance of additional Units
C = Number of new Units issued in the subject transaction

7. Events of Default. Any of the following shall constitute an "Event of Default" under this Note:

(a) the dissolution, liquidation or winding up of the Company, Steward Health Care Systems, LLC (including any successor thereto to the extent owned by the Company, "SHCS") or any other subsidiary of the Company that, together with its own subsidiaries, accounts for more than 5.0% of the consolidated EBITDA of the Company and its subsidiaries on a consolidated basis (each, a "Material Subsidiary"); *provided*, that an internal reorganization that involves the dissolution, liquidation or winding up of any direct or indirect wholly-owned Material

Subsidiary of the Company or SHCS shall not constitute an Event of Default where the assets and liabilities of such Material Subsidiary are transferred to another direct or indirect wholly-owned Material Subsidiary of the Company or SHCS;

(b) any petition in bankruptcy being filed by or against Company, SHCS or any Material Subsidiary or any proceedings in bankruptcy, insolvency or under any other laws relating to the relief of debtors, being commenced for the relief or readjustment of any indebtedness of Company, SHCS or any Material Subsidiary, either through reorganization, composition, extension or otherwise, and which, in the case of any involuntary proceedings shall be acquiesced to by Company, SHCS or any Material Subsidiary or shall continue for a period of 60 days undismissed, undischarged or unbonded;

(c) the making by the Company, SHCS or any Material Subsidiary of an assignment for the benefit of creditors;

(d) the appointment of a receiver of any property of Company, SHCS or any Material Subsidiary which shall not be vacated or removed within 60 days after appointment;

(e) the Company's failure to repay this Note when due, or to prepay this Note when such prepayment is due or required in accordance with the terms hereof, in each case, including principal and interest thereon, but only if such failure continues for three business days following the earlier of (i) the date on which the Company obtains Knowledge (as defined in Section 14(a)) of such default and (ii) the Company's receipt of written notice thereof;

(f) the Company's breach of or failure to perform any obligation under Sections 9(a), (c), (d), (f), (g) or (i), Section 11, Section 12(a) or Section 12(c) of this Note;

(g) the Company's breach of or failure to perform any obligations under Sections 9(b), (e) or (h) or Section 14(a) hereof or under any Side Letter, but only if such breach or failure to perform is not cured within five business days following the earlier of (i) the date on which the Company obtains Knowledge of such default and (ii) the Company's receipt of written notice thereof;

(h) the Company's breach of or failure to perform any obligation under this Note (other than as provided in clauses (e), (f) or (g) above), but only if such breach or failure to perform is not cured within thirty (30) days following the earlier of (i) the date on which the Company obtains Knowledge of such default and (ii) the Company's receipt of written notice thereof; or

(i) the maturity date of any indebtedness of SHCS or any of its subsidiaries under the ABL Credit Facility (as hereinafter defined), the MPT Indebtedness (as hereinafter defined) or the Master Lease Agreement, dated as of October 3, 2016, by and between certain affiliates of SHCS and certain affiliates of Medical Properties Trust, Inc. ("MPT"), or any successor thereto (the existing lease, as amended, modified, restated, supplemented or severed from time to time, or any successor lease(s), the "MPT Master Lease Agreement"), in any case, is accelerated (either automatically or by voluntary election of the lender or lessor, as applicable) following an event of default thereunder.

If any Event of Default shall occur and be continuing (other than an Event of Default described in clauses (a), (b), (c) or (d) of this Section 7), the Holder shall be entitled to accelerate this Note and declare all outstanding obligations payable by the Company hereunder to be immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Company; *provided*, *however*, that, unless the Holder has accelerated this Note and declared all outstanding obligations payable by the Company hereunder to be immediately due and payable, any Event of Default under this Note (other than an Event of Default described in clauses (a), (b), (c), (d) or, solely as relates to breach of Section 14(a) hereof, (g), of this Section 7) shall be deemed not to be "continuing" or "existing" if the events, acts or conditions that gave rise to such Event of Default have been remedied or cured (including by payment, notice, taking of any action or omitting to take any action) or have ceased to exist.

Upon the occurrence or existence of any Event of Default described in clauses (a), (b), (c) or (d) of this Section 7, immediately and without notice, all outstanding obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Company.

In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power or remedy granted to it by this Note or otherwise permitted to it by law, either by suit in equity or by action at law, or both. All such rights and remedies being cumulative and enforceable alternatively, successively or concurrently.

8. Board Representation. Prior to an IPO, and for so long as (a) at least $175,000,000 of initial principal amount remains outstanding under all Notes (collectively) or (b) if the Notes have converted into Class A Units, at least 50% of the Class A Units originally issuable upon a conversion of this Note remain outstanding, the Requisite Holders shall be entitled to appoint two directors to the Board of Managers of SHCS (and to each other board of directors or managers required pursuant to any organizational documents of any subsidiaries of SHCS (collectively, the "Boards")), excluding any medical boards or advisory boards. During the period that the Requisite Holders are entitled to appoint directors to the Boards, if the Requisite Holders have not appointed any representative to serve on the Boards, the Requisite Holder shall have observer rights and accordingly the Company shall invite two representatives of the Requisite Holders to attend all meetings of the Boards in a nonvoting observer capacity and, in this respect, shall give such representative copies of all notices, minutes, consents, and other materials that it provides to its directors or managers at the same time such notices, minutes, consents, and other materials are provided to such directors and managers; *provided* that such representative shall agree to hold in confidence all information so provided; *provided further*, that the Company reserves the right to withhold any information and to exclude such representatives from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or in connection with a conflict of interest between the Company and the Holder. For avoidance of doubt, the Requisite Holders' determination not to exercise its appointment rights as set forth above at any particular time is in no way a waiver of such rights and such rights may be exercised at any time by the Requisite Holders subject to the conditions provided above.

9. Protective Provisions; Restricted Payments. So long as the Notes are outstanding, the Company shall not, and shall cause its subsidiaries that directly or indirectly own SHCS not to, take any of the following actions without the prior written consent of the Requisite Holders (which prior consent shall not be unreasonably withheld, conditioned or delayed):

(a) amend the terms of this Note;

(b) amend or modify the organizational documents of the Company, SHCS or any subsidiary of the Company that owns, directly or indirectly, equity of SHCS, in each case, if such amendment or modification would be adverse to the interests of the Holder (solely in its capacity as a creditor of the Company pursuant to the Note), or if such amendment or modification would, by its terms, treat the Holder (solely in its capacity as a holder or potential holder of Class A Units) in an adverse and disproportionate manner relative to other holders of Class A Units;

(c) file for bankruptcy under Title 11 of the United States Code or effect a true liquidation, dissolution or winding up (other than in connection with the sale of the Company, SHCS or any subsidiary of the Company that owns, directly or indirectly, equity of SHCS) under any similar state or federal statute or applicable law (it being understood and agreed that, in any case, any such filing by SHCS or any of its subsidiaries shall require the approval of a majority of the independent directors of SHCS or such subsidiary);

(d) issue any debt security except under the ABL Credit Facility as contemplated by Section 9(e) below;

(e) incur any indebtedness or other cash obligations other than (A) third party documented costs, fees and expenses (not to exceed $500,000 per year) for the purpose of ordinary course maintenance of the Company and any subsidiary of the Company that owns, directly or indirectly, equity of SHCS (e.g., franchise tax payments, tax, accounting and legal fees, etc.) and (B) guaranties with respect to the ABL Credit Facility (as amended from time to time) or any successor thereto (the existing or any successor facility, the "ABL Credit Facility");

(f) permit SHCS and its direct or indirect subsidiaries to incur any borrowed money indebtedness (which, for the avoidance of doubt, shall exclude trade payables incurred in the ordinary course of business), other than debt incurrence by SHCS and/or any of its direct or indirect subsidiaries under any then applicable ABL Credit Facility or any other amounts permitted at any time under the provisions of such ABL Credit Facility, including for the avoidance of doubt any MPT Indebtedness (as defined below);

(g) permit the issuance by SHCS, or any other direct or indirect subsidiary of the Company that owns SHCS, any preferred equity interests; *provided* that, for the avoidance of doubt, the foregoing shall not restrict the Company from issuing preferred equity interests so long as the terms of such preferred equity interests do not otherwise conflict with the terms hereof;

(h) create, incur, assume or suffer to exist any lien upon any of property or assets of any kind (real or personal, tangible or intangible) of the Company; or

(i) allow to have outstanding at any time a number of Class B Units or other "profits interests" in the Company in excess of the greater of (i) 10,000,000 Class B Units in the aggregate (subject to proportional adjustment for unit splits, unit dividends or similar events, which, for the avoidance of doubt, shall be governed by Section 6(h)(i) above), or (ii) a total number of Class B Units and/or other "profits interests" in the Company, taken together, that, following issuance, would represent an amount which is equal to 5% or more of the total number of all outstanding Units of the Company, on a fully diluted basis (such greater number, the "Initial Profits Interest Pool"); *provided*, *however*, that the Company may issue Class B Units or other "profits interests" in the Company in excess of the Initial Profits Interest Pool as long as the incremental number of Class B Units or "profits interests" dilute only the holders of Class A Units of the Company as of immediately after the Closing.

Notwithstanding the foregoing, the approval rights set forth in Sections 9(d), 9(e), 9(f) and 9(g)) shall not apply in any case where the proceeds from any such issuances are immediately used to repay the Note in full.

For purposes hereof, "MPT Indebtedness" shall mean any principal, interest or other fees or expenses owing at any time under (i) that certain Real Estate Loan Agreement, dated October 3, 2016, among Jordan Valley Medical Center LP and Davis Hospital & Medical Center LP, MPT of West Jordan-Steward, LLC and MPT of Layton-Steward, LLC, (ii) that certain Amended and Restated Promissory Note, dated July 15, 2019, by Steward Health Care System, LLC in favor of MPT TRS Lender-Steward, LLC; or (iii) that certain Promissory Note, dated on or about March 15, 2020, by Steward Health Care System, LLC in favor of GL6016, LLC (an affiliate of MPT).

10. Tax Treatment. Notwithstanding anything to the contrary contained herein, solely for U.S. federal (and applicable state and local) income tax purposes, (i) this Note shall be treated as an equity interest in the Company that is held by the Holder (and not as indebtedness) and (ii) any amounts paid in respect of any accrued interest due and payable hereunder shall be treated as a guaranteed payment (within the meaning of Section 707(c) of the Internal Revenue Code of 1986, as amended) at the time of payment of such accrued interest.

11. Distributions. The Company shall not, and shall cause any subsidiary of the Company that owns, directly or indirectly, equity of SHCS not to, make any distributions (whether in the form of cash or securities or any other property or assets) or redeem any of its Units or other equity securities until all outstanding principal and accrued interest under this Note has been paid in full or converted in its entirety in accordance with its terms; *provided*, *however*, that the foregoing shall not apply to any of the following:

(a) redemptions of certain members of the Company on the date hereof as contemplated in that certain Transfer and Exchange Agreement, dated as of the date hereof, by and between the Company and the Holder (the "Exchange Agreement");

(b) the redemption, at any time on or after, January 1, 2021, of all (but not less than all) of Mark Girard's equity interests in the Company for an amount of up to, but not in excess of, $5,000,000;

(c) redemptions of incentive equity interests in the Company from its, or its direct or indirect subsidiaries', employees, officers, directors, consultants or other service providers, *provided* that redemptions under this clause (c): (i) shall be in the ordinary course in connection with the cessation of services, (ii) shall in no event exceed $2,000,000 per year (or $5,000,000 in the aggregate) and (iii) shall not be made or permitted in respect of any Class A Units or other interests that represent capital interests in the Company; *provided*, *further*, that, notwithstanding anything to the contrary contained herein, the aggregate amount of redemptions of equity interests pursuant to this clause (c) and clause (b) above shall in no event exceed $9,000,000; or

(d) distributions by any subsidiary of the Company that owns, directly or indirectly, equity of SHCS to the extent such distributions are made to the Company.

12. Ownership of Steward Health Care System LLC. The Company hereby covenants that, for so long as the Note remains outstanding:

(a) The Company will, and will cause each of its subsidiaries (including SHCS) to, take such actions such that at least 90% of all distributions on the equity interests of SHCS (whether in the form of cash or securities or other property or assets) are distributed up to the Company.

(b) Notwithstanding Section 4 hereof, (i) until the third anniversary of the date hereof, the Company will cause, and (ii) from and after the third anniversary of the date hereof, at the election of the Requisite Holders, in their sole discretion, the Company will cause, in each case, any cash distributions received pursuant to Section 12(a) above to be used to repay the Notes within three business days of receiving such distribution, except to the extent such distribution is used (or is to be used within 30 days of receipt thereof) for (A) costs, fees and expenses (not to exceed $500,000 per year) permitted under Section 9(e) hereof or (B) redemptions permitted under Section 11(b) or Section 11(c) hereof. In the event any distributions received pursuant to Section 12(a) above are in a form other than cash (whether in the form of securities, property or other assets), the Company shall promptly (and in any event within 90 days of receipt thereof) sell, assign, convey or otherwise dispose of such securities, property or other assets for fair market value and 100% cash consideration, and apply the after tax proceeds to repay this Note within three business days of receipt thereof (except to the extent such proceeds are used (or are to be used within 30 days of receipt thereof) for (x) costs, fees and expenses (not to exceed $500,000 per year) permitted under Section 9(e) hereof or (y) redemptions permitted under Section 11 hereof.

(c) The Company will at all times own, directly or, through wholly owned subsidiaries, indirectly, equity securities constituting not less than 90% of SHCS, on a fully diluted basis.

13. Compensation Matters. Until all amounts outstanding under this Note have been paid in full or this Note has been converted in its entirety in accordance with its terms, the Company shall not, and shall cause its direct and indirect subsidiaries not to, provide any increase in compensation, bonuses (including success fee or transaction bonuses, if any) and other benefits to the Applicable Employees (as defined below) of SHCS, whether directly to such employees or

through any management services arrangement (including with Management Health Services LLC or otherwise), except if such increase in compensation, bonuses and other benefits are on market terms for hospital and healthcare service providers of a similar size and stature. For purposes hereof, the term "Applicable Employees" shall include Ralph de la Torre and each of the other holders of Class A Units of the Company as of immediately after the Closing.

14. Certain Rights; Notice; Confidentiality. Until all outstanding principal and accrued interest under this Note has been paid in full or converted in its entirety in accordance with its terms:

(a) the Company shall promptly (and in any event within three business days of the Company obtaining Knowledge thereof) give notice to the Holder of the occurrence of any Event of Default hereunder or any other event, act, or condition that with notice or lapse of time, or both, would constitute an Event of Default (for purposes of this Section 14(a) and Section 7 above, "Knowledge" of the Company shall only be deemed to exist if Ralph de la Torre and/or the Company's managing member (or equivalent governing body) has knowledge of the event, act or condition);

(b) the Company shall promptly (and in any event within five business days of the Company or its subsidiaries being given notice or obtaining knowledge thereof) give notice to the Holder of the occurrence of any default, event of default or similar term under the ABL Credit Facility, MPT Indebtedness or MPT Master Lease Agreement (and, if requested by the Holder, furnish the Holder with copies of any such notices received from the agent, lenders or applicable counterparties under each such agreement);

(c) the Company shall deliver, or cause to be delivered, to the Holder, the following:

(i) (A) so long as the ABL Credit Facility is in effect and requires the delivery of unaudited quarterly financial statements, unaudited quarterly financial statements, in the form required by the ABL Credit Facility, promptly after such unaudited quarterly financial statements are delivered pursuant to the terms of the ABL Credit Facility, and (B) in all other cases, unaudited quarterly consolidated financial statements of SHCS and its Subsidiaries within 60 days following the end of each calendar quarter;

(ii) (A) so long as the ABL Credit Facility is in effect and requires the delivery of audited annual financial statements, audited annual financial statements, in the form required by the ABL Credit Facility, promptly after such audited annual financial statements are delivered pursuant to the terms of the ABL Credit Facility, and (B) in all other cases, audited annual consolidated financial statements of SHCS and its Subsidiaries within 150 days following the end of each fiscal year of the Company;

(iii) subject to the terms of this Note, a copy of any amendment or other modification to the limited liability agreement of the Company, promptly following the execution or adoption thereof (but in all cases excluding the disclosure of the schedule of interests attached thereto, which such schedule shall be confidential as provided in the limited liability company agreement);

(iv) monthly summary financials of SHCS and its Subsidiaries (in the form previously provided to the Holder), which shall include, without limitation, cash balances, total debt outstanding (including a breakdown of amounts outstanding under the ABL Credit Facility, the MPT Master Lease Agreement, any MPT Indebtedness, any mortgages, any capital leases and other long-term indebtedness) and lease base; and

(v) all financial reports provided to MPT (or any of its affiliates) on a quarterly basis, including quarterly officer's compliance certificates;

(d) the Company shall make an appropriate member or members of senior management of the Company available periodically (but not more than once per quarter) and at such mutually agreeable times during normal business hours as reasonably requested in advance by the Holder for the Holder or its designated representative to consult with management with respect to matters relating to the business and affairs of the Company and its subsidiaries; and

(e) the Holder agrees that it will keep confidential and will not disclose any confidential information obtained from the Company pursuant to the terms of this Note, unless such confidential information is known or becomes known to the public in general (other than as a result of a breach hereof by the Holder); *provided*, *however*, that the Holder may disclose confidential information (i) to its affiliates and its and their respective employees, directors, agents, attorneys, accountants and other professional advisors (such affiliates, employees, directors, agents, attorneys, accountants, and advisors, collectively "Representatives") who are subject to confidentiality duties or obligations to the Holder with respect to such information; *provided,* that Holder shall be responsible for any breach of this Section 14 caused by any of its Representatives, (ii) upon the request or demand of any governmental authority or in response to any order of any court or other governmental authority or as may otherwise be required pursuant to any requirement of law, or if required to do so in connection with any litigation or similar proceeding (in which each such case, the Holder shall (A) to the extent legally permissible, promptly notify the Company of such disclosure and (B) reasonably cooperate with the Company, at the Company's sole cost and expense, in the Company taking steps to minimize the extent of any such required disclosure), (iii) to any actual or prospective assignee or transferee of this Note (and any professional advisor of such entity) on a confidential basis and (iv) in connection with the exercise of any remedy hereunder.

15. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Delaware.

16. Submission To Jurisdiction; Waivers. Each of the Company and the Holder hereby irrevocably and unconditionally: (a) submits for itself and its property in any legal action or proceeding relating to this Note, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, and appellate courts from any thereof; *provided*, that nothing contained herein will prevent the Holder from bringing any action to enforce any award or judgment or exercise any right against any property of the Company in any other forum in which jurisdiction can be established; (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an

inconvenient court and agrees not to plead or claim the same; and (c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Company or the Holder, as the case may be at its address set forth on Annex I hereto or at such other address as a party hereto may indicate by notice to the other party hereto.

17. WAIVERS OF JURY TRIAL. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS NOTE AND FOR ANY COUNTERCLAIM THEREIN.

18. Miscellaneous.

(a) All payments by the Company under this Note shall be made without set-off or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law.

(b) No delay or omission on the part of the Holder in exercising any right under this Note shall operate as a waiver of such right or of any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

(c) The terms and provisions of this Note may be modified or amended only by a written instrument duly executed by the Company and Requisite Holders, which expressly refers to the Notes and modifies or amends all Notes in the same manner, which amendment shall be binding on and effective against all holders of the Notes then outstanding.

(d) The Company and every endorser or guarantor of this Note, regardless of the time, order or place of signing, hereby waives presentment, demand, protest and notices of every kind and assents to any permitted extension of the time of payment and to the addition or release of any other party primarily or secondarily liable hereunder.

(e) The Holder agrees that no stockholder, director or officer of the Company shall have any personal liability for the repayment of this Note.

19. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax, e-mail or other electronic transmission, addressed to the applicable party as set forth on Annex I hereto or to such other address as may be hereafter notified by the respective parties hereto. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax or other electronic transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient).

20. Successor and Assigns. The provisions of this Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Company may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Holder (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) the Holder may assign or transfer all or any portion of its rights and obligations under this Note, subject to the terms of Section 3.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers as of the date first above written.

Company:

STEWARD HEALTH CARE INVESTORS LLC

By: RDLT – SHCI Manager LLC
Its: Manager

By: _____

Name: Ralph de la Torre, M.D.
Title: President, Secretary and Treasurer

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers as of the date first above written.

COMPANY:

STEWARD HEALTH CARE INVESTORS LLC

By: _____
Name:
Title:

HOLDER:

SHCI DEBTHOLDER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437... _____
Name: Lisa Gray
Title: Authorized Signatory

EXHIBIT A

If the Notes are converted into Class A Units, the Company covenants and agrees that it shall cause its limited liability company agreement (the "Company LLCA") to be amended to incorporate the provisions set forth below.

The following defined terms shall be added to the Company LLCA:

"Cerberus Member" means SHCI Debtholder LLC and any Affiliates thereof, in each case, as a Class A Member of the Company, and any transferee who acquires Class A Units from of any of the foregoing in accordance with the terms of this Agreement.

"Equity Securities" means any (a) shares or units of capital stock or voting securities, (b) membership or partnership interests or units, (c) other interest or participation (including phantom shares, units or interests) that confers on a person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity, (d) subscriptions, calls, warrants, options, or commitments of any kind or character relating to, or entitling any Person or entity to purchase or otherwise acquire any of the interests in described in clauses (a) through (c), this clause (d) or any other equity securities or (e) securities convertible into or exercisable or exchangeable for any of the interests in described in clauses (a) through (d) or any other equity securities.

"Excluded Equity Securities" means (a) Units issued by reason of a dividend, unit split, split-up or other distribution on Equity Securities, in each case, that is effected on a pro rata basis among the Class A Members, and (b) any "profits interests," Class B Units, or equity incentive awards issued to employees, officers, managers or directors of, or consultants or advisors to the Company or any of its Subsidiaries as payment for services provided to the Company or any of its Subsidiaries.

"Permitted Transferee" means, with respect to any Steward Member or Cerberus Member, such Person's Affiliates or, if such Person is a natural person, such Person's spouse and descendants (whether natural or adopted) and any trust or family partnership or limited liability company maintained solely for the benefit of such Person and/or such Person's spouse or descendants.

"Preemptive Rights Holder" means any Class A Member.

The following provisions shall be added to the Company LLCA

Preemptive Rights. From and after the conversion of any portion of the Note, the Company and its Subsidiaries shall only issue new Equity Securities in accordance with the following terms:

(a) In the event the Company desires to issue any new Equity Securities other than Excluded Equity Securities ("Preemptive Rights Securities"), it shall first deliver to the Preemptive Rights Holders a written notice (each such notice, an "Offer Notice") specifying the

amount and class or other characteristics of such Preemptive Rights Securities being offered, and the price and terms upon which it proposes to offer such Preemptive Rights Securities.

(b) By notification to the Company within 60 days after the Offer Notice is given, each Preemptive Rights Holder may elect to purchase, at the price and on the terms specified in the Offer Notice, up to that portion of such Preemptive Rights Securities that equals the proportion (not to exceed one) that (i) the amount that would be distributed to such Preemptive Rights Holder in respect of its Units at the time such Office Notice is given pursuant to this Agreement upon a hypothetical distribution pursuant to Section [5.1] of this Agreement of an amount equal to the equity valuation implied by the price specified in the Offer Notice bears to (ii) such implied equity valuation (such that such Preemptive Rights Holder shall maintain its proportionate interest in the Company or such Subsidiary following the issuance of such Preemptive Rights Securities). If any Preemptive Rights Holder elects to purchase all of such Preemptive Rights Securities available to it pursuant to the immediately preceding sentence, then at the expiration of such 60-day period, the Company shall promptly notify each such other Preemptive Rights Holder that elects to purchase all of such Preemptive Rights Securities available to it in connection with such proposed issuance (if any) (each, a "Fully Subscribing Preemptive Rights Holder"), of any Preemptive Rights Holder's failure to do likewise. During the 10-day period commencing after the Company has given such notice, each Fully Subscribing Preemptive Rights Holders (if any) may, by giving notice to the Company, elect to purchase, in addition to the amount of Preemptive Rights Securities specified above, up to the full amount of Preemptive Rights Securities for which the Preemptive Rights Holders were entitled to subscribe but that were not subscribed for (the "Remaining Preemptive Rights Securities"); *provided* that if any Fully Subscribing Preemptive Rights Holder elects to purchase the Remaining Preemptive Rights Securities, the amount that each such Fully Subscribing Preemptive Rights Holder may elect to purchase shall be reduced to that portion of the Remaining Preemptive Rights Securities that equals the proportion (not to exceed one) that (1) the amount that would be distributed to such Fully Subscribing Preemptive Rights Holder in respect of its Units at the time such Offer Notice is given pursuant to the this Agreement upon a hypothetical distribution pursuant to Section 5.1 of this Agreement of an amount equal to the equity valuation implied by the price specified in the Offer Notice bears to (2) the amount to be distributed (upon such hypothetical distribution) to all Fully Exercising Members who elect to purchase such Remaining Preemptive Rights Securities. The closing of any sale pursuant to this Section [●](b)0 shall occur within the later of (I) 60 days of the date that the Offer Notice is given and (II) the date of initial sale of new Equity Securities pursuant to Section [●](c) below.

(c) If all Preemptive Rights Securities referred to in the Offer Notice are not elected to be purchased as provided in Section [●](b) above, the Company or such Subsidiary may, during the 90-day period following the expiration of the periods provided in Section [●](b) above, offer and sell the remaining unsubscribed portion of such Preemptive Rights Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the Preemptive Rights Securities within such period, or if such agreement is not consummated within 30 days following the execution thereof, the right provided hereunder shall be deemed to be revived and such Preemptive Rights Securities shall not be offered unless first reoffered to the Members in accordance with this Section [●].

Section 9.1 of the Agreement shall be amended and restated as follows:

Section 9.1 Restrictions on Transfer. Other than the Controlling Member, any Steward Member, or any Cerberus Member, no Member may directly or indirectly, Transfer all or a portion of his, her or its Units without the prior written consent of the Manager, except as expressly provided in this Agreement and in accordance with any applicable securities laws of any state of the United States. Any purported Transfer in violation of this Agreement shall be null and void ab initio, the Company shall not recognize any such Transfer or accord to any purported transferee any rights as a Member of the Company, and the Company (or its designee) shall have the option (to be exercised in the sole discretion of the Manager) to repurchase the Units subject to such purported Transfer in violation of this Agreement at the lower of the Fair Market Value thereof or the original price paid for such Units by the transferring Member. The Controlling Member may Transfer all or a portion of its Units at any time, subject to the terms of Section 9.2 and 9.3, as applicable.

Section 9.2 of the Agreement shall be amended and restated as follows:

Tag-Along Rights.

(a) If at any time any equityholder of the Company holding, together with its Affiliates and Transferees, at least 10% of the outstanding Class A Units (each, a "Transferring Equityholder"), proposes to Transfer (other than to a Permitted Transferee of such Transferring Equityholder) its Class A Units, in either one transaction or a series of related transactions to one or more Persons or group of Persons (a "Tag-Along Transfer"), then each of the other Members (a "Tag-Along Participant") shall have the opportunity to sell its Pro Rata Share (as defined below) of (A) in the case of Class A Members, the Class A Units held by such Class A Member, and (B) in the case of Class B Members, the vested Class B Units held by each such Member and any unvested Units that will become vested Units as a result of the Tag-Along Transfer in accordance with any applicable Award Agreements, to such third Person or group of Persons for the same price and upon the same terms and conditions as the Transferring Equityholders; *provided*, *however*, that no Cerberus Member shall be required to agree to any non-compete or similar covenant in connection with any such Tag-Along Transfer. As used herein, "Pro Rata Share" means, with respect to any Tag-Along Transfer, the product obtained by multiplying (i) the total value of Units proposed to be sold by the Transferring Equityholder by (ii) a fraction (not to exceed one), (A) the numerator of which equals the value of all Units held by the Holder or its Transferees, and (B) the denominator of which equals the value of the total Units of the Company owned by all equityholders of the Company (in each case, including vested Units and unvested Units that will become vested Units as a result of the Transfer in accordance with any applicable Award Agreements), with the number of Units held by each Member being valued as if a distribution was being made under Section 5.1 based on the transaction value of the Tag-Along Transfer, as determined by the Manager.

(b) The Transferring Equityholder shall, not less than 10 Business Days prior to consummation of the Tag-Along Transfer, deliver to each Tag-Along Participant a notice of such proposal (a "Tag-Along Notice") specifying the terms and conditions of the proposed Tag-Along Transfer, including a description of the transaction, the name and address of the proposed

transferee (the "Tag-Along Buyer"), the number and class of Units proposed to be Transferred and the proposed amount and form of consideration to be paid for such Units. Any such Tag-Along Notice shall be treated as confidential information and shall be maintained in the strictest confidence by each recipient of a Tag-Along Notice unless otherwise specified by the Person giving notice.

(c) For a period of 10 Business Days following the date of the Tag-Along Notice, each Tag-Along Participant shall have the option, exercisable by written notice to the Transferring Equityholder, to participate in the proposed Tag-Along Transfer with respect to such class of Units that is subject to such Tag-Along Transfer on the same terms and subject to the same conditions as set forth in the Tag-Along Notice, except that (i) with respect to the price to be received, the Class B Units being transferred are to be valued as if a distribution was being made under Section 5.1 based on the transaction value of the Tag-Along Transfer, as determined by the Manager, and (ii) no Cerberus Member shall be required to agree to any non-compete or similar covenant in connection with any such Tag-Along Transfer.

(d) The number of Units to be sold by the Transferring Equityholder shall be proportionately reduced to the extent necessary to provide for such Transfers by Tag-Along Participants pursuant to this Section [●].

(e) Each Member that elects to participate in such Tag-Along Transfer agrees to take all reasonable actions necessary or desirable to carry out the purpose of this Section [●] and execute all documents reasonably requested to effect a Tag-Along Transfer with the Tag-Along Buyer so long as the terms and conditions applicable to such Member in such Tag-Along Transfer are no more onerous than those which are applicable to the Transferring Equityholder.

(f) At the closing of any proposed Tag-Along Transfer, the Tag-Along Participants shall deliver, free and clear of all liens, to the Tag-Along Buyer, the Equity Securities to be Transferred and shall receive in exchange therefor the consideration to be paid or delivered by the Tag-Along Buyer as described in the Tag-Along Notice and in accordance with Section [●](c).

Section 9.3 of the Agreement shall be amended by adding the following text as new section (e) thereof

(e) Notwithstanding anything to the contrary set forth in this Section 9.3, in no event shall any Cerberus Member be required to agree to any non-compete or similar covenant in connection with any Drag-Along Transaction.

Section 9.4(a) of the Agreement shall be amended and restated as follows:

(a) Any Steward Member and any Cerberus Member may transfer Units to any Permitted Transferee thereof. References in this Agreement to Units held or owned by any Steward Member and any Cerberus Member shall be deemed to include Units held or owned by any such Permitted Transferee(s).

The information and access rights provided in Section 14(c) and (d) of the Note shall be added to the Company LLCA, *mutatis mutandis*.

The lead-in to Section 13.4 of the Agreement shall be amended and restated as follows:

Each of the Members (other than the Cerberus Members) hereby appoints the Manager as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, to take, swear to and file, as the case may be:

Section 13.17 of the Agreement shall be amended and restated as follows:

Section 13.17 Amendments. This Agreement may be amended or modified from time to time in writing by the Manager in its sole discretion; *provided*, *however*, that any amendment to Article IV, Article V, Article VII, Article IX, Article XIII, and [reference to provisions added above] that adversely affects the rights or obligations of the Cerberus Members in a manner disproportionate to any adverse effect such amendment or modification would have on the rights or obligations of the other Class A Members shall require the consent of a majority of the Units held by the Cerberus Members.

The Registration Rights Agreement contemplated by Section 10.1 of the Company LLCA shall contain terms that are no less favorable to the Cerberus Members than the following terms:

Issuer:	The Company, any Subsidiary of the Company or any successor to any of the foregoing.
Registerable Securities	Any Equity Securities of the Company; *provided*, *however*, that any such securities shall cease to be Registrable Securities at such time as they (a) have been distributed to the public pursuant to an offering registered under the Act or (b) may be sold to the public through a broker, dealer or market maker in compliance with Rule 144 under the Act or any similar rule then in force (not subject to volume, holding period or manner-of-sale restrictions).
Demand Registration Rights	At any time after 180 days after the effective date of the registration statement for the initial IPO, the Cerberus Members may request registration of all or a portion of Registrable Securities held thereby on either Form S-1 ("Long-Form Registrations") or on Form S-3 ("Short Form Registrations") (such registration, a "Demand Registration"); *provided* that the anticipated aggregate offering price, net of all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Member, would exceed $15 million for any

Long Form Registrations and $5 million for any Short Form Registrations. Upon the exercise of Demand Registration right by the Cerberus Members, the other holders of Registrable Securities shall have the right to participate in such registration.

The Cerberus Members may not make more than two Demand Registrations (whether by Long-Form Registration or Short-Form Registration) in any 12-month period, and at such time as their holdings falls below 10%, on a fully diluted basis, the Cerberus Members may only make one demand for Long Form Registration in any 12-month period; *provided* that the Company is not required to effectuate more than three Long Form Registrations in any 12-month period.

Where a Demand Registration is an underwritten primary registration and the managing underwriters determine that the number of securities proposed to be included in such offering creates an offering that may not be launched in an orderly manner or may not meet an acceptable price range, then and the number of Registrable Securities that may be included in the underwriting shall be allocated among the holders of Registrable Securities, including the Cerberus Members, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Member or in such other proportion as shall mutually be agreed to by all such Members.

In the event a Demand Registration may have a material adverse effect on the Company's ability to engage in (i) a material acquisition or divestiture of its assets, (ii) a merger or reorganization or other similar transaction, (iii) a material financing or other material business transaction not entered into in the ordinary course of business, (iv) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (v) render the Company unable to comply with requirements under the Securities Act or Securities Exchange Act of 1934, then the Company may postpone for 90 days the filing or effectiveness of a Demand Registration or suspend a Demand Registration already declared effective. The Company can only exercise this right once in any 12-month period. The Company shall not be obligated to effect, or to take any action to effect, any registration during the period that is 60 days before the

	Company's good faith estimate of the date of filing of, and ending on a date that is 180 days after the effective date of, a Company-initiated registration.
Piggyback Registration Rights	If the Company seeks to register any of its securities, subject to customary exclusions and other than pursuant to a Demand Registration or on a Form S-4 or Form S-8, then the Company will provide the Cerberus Members with the opportunity to participate in such registration (such participation a "Piggyback Registration"). Where a Piggyback Registration is an underwritten secondary registration, other than a Demand Registration, and the managing underwriters determine that the inclusion of more securities due to the Piggyback creates an offering that may not be launched in an orderly manner or may not meet an acceptable price range, then priority on what securities are to be offered is as follows: *first*, the securities the Company proposes to sell; *second*, the Registrable Securities requested to be included, on a pro rata basis among the respective holders on the basis of the amount of Registrable Securities they own; and *thereafter*, the number of other securities requested to be included.
Holdback Agreements	The Cerberus Members will be subject to customary holdback arrangements.
Indemnification	The Registration Rights Agreement shall provide for customary indemnification and contribution.

EXHIBIT B

NOTICES

STEWARD HEALTH CARE INVESTORS LLC
1900 N Pearl St., Suite 2400
Dallas, TX 75201
Attn: Ralph de la Torre, M.D.
E-mail: Ralph.DeLaTorre@steward.org

With copy to (but shall not constitute notice):

GOODWIN PROCTER LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attn: Stuart L. Rosenthal
Email: SRosenthal@goodwinlaw.com

and

MCDERMOTT WILL & EMERY LLP
The McDermott Building
500 North Capitol Street, NW
Washington, DC 20001-1531
Attn: Samuel W. Wales
Email: swales@mwe.com

Exhibit C-1

INTERNATIONAL SIDE LETTER

(ATTACHED)

EXECUTION VERSION

May 11, 2020

Manolete Health LLC
4939 Brookview Drive
Dallas, TX 75220

SHCI Debtholder LLC
c/o Cerberus Capital Partners, L.P.
875 Third Avenue, 10th Floor
New York, New York 10022

Re: Side Letter Regarding Back Stop Equity Distributions

Ladies and Gentlemen:

Reference is made (a) that certain Convertible Promissory Note, dated as of May 11, 2020 (the "Note"), pursuant to which Steward Health Care Investors LLC ("SHCI") has promised to pay to SHCI Debtholder LLC (the "Holder"), the principal sum of Three Hundred Fifty Million Dollars ($350,000,000), plus interest as provided therein; (b) that certain Transfer and Exchange Agreement, dated as of the date hereof ("Transfer and Exchange Agreement"), by and among the Holder, SHCI and the other parties thereto; (c) that certain Asset Purchase Agreement, dated as of the date hereof, by and between Steward Health Care System LLC and Manolete Health LLC, a Delaware limited liability ("Manolete"); (d) that certain Agreement relating to the sale and purchase of the entire issued share capital of Steward Health Care International Ltd, dated as of the date hereof, by and between Steward Health Care International Holdings Limited ("SHCIH") and Cordiant HealthCare Services KSA, S.L.U. ("Cordiant KSA"); (e) that certain Agreement relating to the sale and purchase of the entire issued share capital of Cordiant HealthCare Services, S.L.U. ("Cordiant"), dated as of the date hereof, by and between SHCIH and Manolete and (f) that certain Agreement relating to the sale and purchase of the entire issued share capital of Cordiant KSA, dated as of the date hereof, by and between Cordiant and Manolete. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Note or the Exchange Agreement, as applicable.

As an inducement for the Holder to consummate the transactions contemplated by the Transfer and Exchange Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Back Stop Participation. So long as the Note is outstanding, Manolete hereby covenants and agrees that an amount in cash equal in value to the Participation Percentage (as defined below) of the proceeds of all Distributions (as defined below) shall be made first to SHCI, and then promptly applied by SHCI as a prepayment to the Note in accordance with Section 4 thereof. The Holder hereby acknowledges and agrees that it does not have, and shall not have, any equity interest in Manolete and that in no event shall the payments made by Manolete and applied by SHCI to repayment of the Note, combined with any other payments

made on the Note, exceed the total amount due with respect to the Note. Notwithstanding the foregoing, the parties acknowledge that SHCI does not have the right to prepay the Note following the third anniversary of the date hereof, and accordingly, on and after such third anniversary, payments shall be made by SHCI pursuant to this Section 1 and applied to prepayment of the Note only if the Holder so elects in writing within three business days following its receipt of notice that a proposed Distribution is to occur. Manolete shall provide the Holder not less than 10 days prior written notice of any proposed Distribution. All payments received by the Holder pursuant to this Section 1 shall be applied first to the accrued interest due and payable under the Note and the remainder, if any, to the outstanding principal under the Note. As used herein, (a) "Distribution" means any distribution, equity redemption, equity repurchase and other exchanges of cash (or other properties or assets of Manolete), in each case, if and to the extent made in respect of the equity interests of Manolete (but not, for the avoidance of doubt, in respect of any payments made to any Person in respect of indebtedness or other obligations owed to such Person (even if such Person also owns equity interests in Manolete or its subsidiaries); *provided* that the term "Distributions" shall not include (i) the receipt of additional or other equity securities of Manolete resulting from a unit split, unit dividend, unit exchange or similar recapitalization transaction that involves no cash, (ii) distributions made solely to effect a redemption of incentive equity interests (excluding any interests that represent capital interests) in Manolete or a management holding vehicle which is a member of Manolete (other than, if applicable, SHCI and its subsidiaries) from its, or such management holding vehicle's, employees, officers, directors, consultants or other service providers in an amount of up to $2,000,000 per year (or $5,000,000 in the aggregate), and (iii) an amount equal to the Federal and state income tax that would be payable by Manolete's direct or indirect equityholders on the amount of such Distribution based on the then applicable state of residence of such equityholders; and (b) "Participation Percentage" means, as of the payment of any Distribution, a percentage equal to the lesser of (i) fifty percent (50%) and (ii) the percentage of the equity of Manolete held, directly or indirectly, by management of Manolete (including any such equity held by any trust, partnership, limited liability company, corporation, professional corporation or other vehicle for estate planning purposes).

2. Certification of Distributions. No later than 30 days following the end of each calendar quarter for each calendar year in which this agreement is in effect, the chief executive officer (or similar officer) of Manolete shall deliver to Holder a certificate attesting to the amounts and dates of all Distributions made by Manolete during such calendar quarter period (the "Distribution Certificate"). Prior to the delivery of any Distribution Certificate to the Holder, the board of directors (or equivalent governing body) of Manolete shall have reviewed and approved such Distribution Certficate.

3. Termination of Rights. Upon the payment, in full, or conversion, in its entirety, in each case in accordance with the terms of the Note, of all outstanding principal and accrued interest under the Note, this Agreement shall terminate and be of no further force and effect.

4. Enforcement. The parties hereto agree that irreparable damage would occur, and that the parties would not have any adequate remedy at law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or

injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party hereto is entitled at law or in equity. Each party hereto agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The parties hereto further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

5. Governing Law; Consent to Jurisdiction. Except as otherwise provided in this Agreement, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Except as otherwise provided in this Agreement, the parties hereto irrevocably (i) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the purposes of any action or other proceeding arising out of this Agreement, (ii) waive any objection to the laying of venue of any action or other proceeding brought in such court, (iii) waive and agree not to plead or claim in any such court that any such action or other proceeding brought in any such court has been brought in an inconvenient forum, and (iv) agree that service of process or of any other papers upon such party by registered mail at the address set forth above shall be deemed good, proper and effective service upon such party.

6. Severability. If any term or other provision of this Agreement is deemed by any court to be violative of applicable law or public policy and, therefore, invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by applicable Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

7. Binding Effect; Assignment; Wavier. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, permitted assigns, heirs, executors and administrators. No party to this Agreement may assign its rights or delegate any or all of its obligations under this Agreement without the express prior written consent of each of the other parties to this Agreement (which consent may be granted or withheld in such parties' sole discretion); provided, however, that the Holder may assign this Agreement without the consent of any other party hereto. Any party to this Agreement may (i) extend the time for the performance of any of the obligations or other acts of the other parties, (ii) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto, or (iii) waive compliance with any of the agreements of the other parties or conditions to such parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a

waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

8. Entire Agreement. This Agreement, the Note, the Exchange Agreement and the other documents delivered in connection therewith constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between SHCI, Manolete and the Management Representative, on the one hand, and the Holder, on the other hand, with respect to the subject matter hereof and thereof.

9. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail in portable document format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

10. WAVIER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR OTHER PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.

[*Remainder of page intentionally left blank*]

Respectfully yours,

MANOLETE HEALTH LLC

By:_____

Name: Ralph de la Torre, M.D.
Title: President, Secretary and Treasurer

Respectfully yours,

MANOLETE HEALTH LLC

By: _____
Name:
Title:

SHCI DEBTHOLDER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437...
Name: Lisa Gray
Title: Authorized Signatory

Exhibit C-2

OTHER BUSINESSES SIDE LETTER

(ATTACHED)

EXECUTION VERSION

May 11, 2020

Steward Health Care Investors LLC
1900 N Pearl St., Suite 2400
Dallas, TX 75201

Steward Health Care System LLC
1900 N Pearl St., Suite 2400
Dallas, TX 75201

SHCI Debtholder LLC
c/o Cerberus Capital Partners, L.P.
875 Third Avenue, 10th Floor
New York, New York 10022

MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242

Dr. Ralph de la Torre, M.D.
4939 Brookview Drive
Dallas, Texas 75220

Re: Side Letter Regarding Back Stop Equity Distributions

Ladies and Gentlemen:

Reference is made (a) that certain Convertible Promissory Note, dated as of May 11, 2020 (the "Note"), pursuant to which Steward Health Care Investors LLC ("SHCI") has promised to pay to SHCI Debtholder LLC (the "Holder"), the principal sum of Three Hundred Fifty Million Dollars ($350,000,000), plus interest as provided therein; (b) that certain Transfer and Exchange Agreement, dated as of the date hereof ("Transfer and Exchange Agreement"), by and among the Holder, SHCI and the other parties thereto; (c) that certain Asset Purchase Agreement, dated as of the date hereof, by and between Steward Health Care System LLC ("SHCS") and Manolete Health LLC ("Manolete"); (d) that certain Agreement relating to the sale and purchase of the entire issued share capital of Steward Health Care International Ltd, dated as of the date hereof, by and between Steward Health Care International Holdings Limited ("SHCIH") and Cordiant HealthCare Services KSA, S.L.U. ("Cordiant KSA"); (e) that certain Agreement relating to the sale and purchase of the entire issued share capital of Cordiant HealthCare Services, S.L.U. ("Cordiant"), dated as of the date hereof, by and between SHCIH and Manolete and (f) that certain Agreement relating to the sale and purchase of the entire issued share capital of Cordiant KSA, dated as of the date hereof, by and between Cordiant and

Manolete. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Note or the Exchange Agreement, as applicable.

As an inducement for the Holder to consummate the transactions contemplated by the Transfer and Exchange Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Other Business Letter Agreements. Each of SHCI, SHCS, MPT Operating Partnership, L.P. ("MPT") and Dr. Ralph de la Torre (the "Management Representative") covenants and agrees that, from and after the date hereof until all outstanding principal and accrued interest under the Note has been paid in full or converted in its entirety in accordance with its terms, upon the acquisition (in a single transaction or series of related transactions, whether by merger, consolidation, acquisition or stock or assets or otherwise) of any Other Business (as defined below), SHCI, SHCS, MPT and the Management Representative shall cause, and shall cause its affiliates to cause, such Other Business to execute, contemporaneously with the consummation of such acquisition, a letter agreement with the Holder substantially in the form attached hereto as Exhibit A. As used herein, "Other Businesses" shall mean any business in the health care industry not owned by SHCS, SHCI or Manolete that is formed or acquired by MPT or its affiliates and the Management Representative or his affiliates after the date hereof.

2. Termination of Rights. Upon the payment, in full, or conversion, in its entirety, in each case in accordance with the terms of the Note, of all outstanding principal and accrued interest under the Note, this Agreement shall terminate and be of no further force and effect.

3. Enforcement. The parties hereto agree that irreparable damage would occur, and that the parties would not have any adequate remedy at law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party hereto is entitled at law or in equity. Each party hereto agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The parties hereto further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

4. Governing Law; Consent to Jurisdiction. Except as otherwise provided in this Agreement, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Except as otherwise provided in this Agreement, the parties hereto irrevocably (i) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the

purposes of any action or other proceeding arising out of this Agreement, (ii) waive any objection to the laying of venue of any action or other proceeding brought in such court, (iii) waive and agree not to plead or claim in any such court that any such action or other proceeding brought in any such court has been brought in an inconvenient forum, and (iv) agree that service of process or of any other papers upon such party by registered mail at the address set forth above shall be deemed good, proper and effective service upon such party.

5. Severability. If any term or other provision of this Agreement is deemed by any court to be violative of applicable law or public policy and, therefore, invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by applicable Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

6. Binding Effect; Assignment; Wavier. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, permitted assigns, heirs, executors and administrators. No party to this Agreement may assign its rights or delegate any or all of its obligations under this Agreement without the express prior written consent of each of the other parties to this Agreement (which consent may be granted or withheld in such parties' sole discretion); provided, however, that the Holder may assign this Agreement without the consent of any other party hereto. Any party to this Agreement may (i) extend the time for the performance of any of the obligations or other acts of the other parties, (ii) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto, or (iii) waive compliance with any of the agreements of the other parties or conditions to such parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

7. Entire Agreement. This Agreement, the Note, the Exchange Agreement and the other documents delivered in connection therewith constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between SHCI, MPT and the Management Representative, on the one hand, and the Holder, on the other hand, with respect to the subject matter hereof and thereof.

8. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail in portable document format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

9. WAVIER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR OTHER PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.

[*Remainder of page intentionally left blank*]

Respectfully yours,

STEWARD HEALTH CARE INVESTORS LLC

By: RDLT – SHCI Manager LLC, its non-member manager

By: _____
Name: Ralph de la Torre, M.D.
Title: President, Secretary and Treasurer

MANAGEMENT REPRESENTATIVE

_____
Dr. Ralph de la Torre, M.D.

STEWARD HEALTH CARE SYSTEM LLC

By: _____
Name: Ralph de la Torre, M.D.
Title: President and Chairman

SHCI DEBTHOLDER LLC

By: _____
Name: Lisa Gray
Title: Authorized Signatory

Respectfully yours,

STEWARD HEALTH CARE INVESTORS LLC

By: RDLT – SHCI Manager LLC, its non-member manager

By: _____
Name:
Title:

MANAGEMENT REPRESENTATIVE

_____
Dr. Ralph de la Torre

STEWARD HEALTH CARE SYSTEM LLC

By: _____
Name:
Title:

SHCI DEBTHOLDER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437...
Name: Lisa Gray
Title: Authorized Signatory

MPT OPERATING PARTNERSHIP, L.P.

By: _____

Name: R. Steven Hamner

Title: Executive Vice President & CFO

Exhibit D

AMENDMENT TO COMPANY LLC AGREEMENT

(ATTACHED)

EXECUTION VERSION

AMENDMENT NO. 2
TO FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF
STEWARD HEALTH CARE INVESTORS LLC

This AMENDMENT NO. 2 TO FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF STEWARD HEALTH CARE INVESTORS LLC (this "Amendment") is entered into as May 11, 2020, by and among Steward Investment Manager LLC, a Delaware limited liability company ("Steward"), and RDLT – SHCI Manager LLC, a Delaware limited liability company ("RDLT").

WHEREAS, the Company was formed on April 14, 2010, pursuant to the requirements of the Act, and the Limited Liability Company Agreement of the Company was originally adopted on May 5, 2010, subsequently amended and restated on November 5, 2010, and on December 27, 2013, and such Second Amended and Restated Limited Liability Company Agreement was amended as of October 3, 2016, and subsequently amended and restated on December 15, 2016, and such Third Amended and Restated Limited Liability Company Agreement was amended and restated on May 16, 2018, and such Fourth Amended and Restated Limited Liability Company Agreement was amended as of May 6, 2020 (as amended, the "LLC Agreement"); and

WHEREAS, the parties hereto desire to amend the LLC Agreement in accordance with Section 13.17 of the LLC Agreement by entering into this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed thereto in the LLC Agreement.

2. Amendment. As of the date first written above, (a) each reference in the LLC Agreement to the "Non-Member Manager" shall mean and be a reference to RDLT, (b) Steward shall automatically cease to have any title or position in, or have any power or authority to act on behalf of, the Company, (c) Steward shall cease to have any obligations or liabilities with respect to the Company and (d) RDLT shall be the sole "Manager" of the Company under the LLC Agreement.

3. Severability. If any provision of this Amendment is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Amendment shall not affect the remaining portions of this Amendment.

4. Governing Law and Dispute Resolution. Any controversy or claim arising out of or relating to this Amendment shall be resolved in the same manner as if such controversy or claim had arisen under the LLC Agreement.

5. Effect of Amendment. The LLC Agreement shall remain in full force and effect in accordance with its terms, except and solely to the extent amended pursuant to the terms of this Amendment. Upon the effectiveness of this Amendment, each reference in the LLC Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Agreement as amended hereby. In the event of any conflict or inconsistency between this Amendment and the Agreement, the terms of this Agreement shall control.

6. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Amendment will become effective when duly executed and delivered by each party. Counterparts may be executed and delivered by facsimile signature or by electronic mail (including in portable document file (pdf) format or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other electronic transmission method and any counterpart so delivered shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[*Remainder of Page Intentionally Left Blank; Signatures Pages Follow*.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

STEWARD INVESTMENT MANAGER LLC

DocuSigned by:

By: Lisa Gray
54283D85371C437...

Name: Lisa Gray
Title: Authorized Signatory

ACKNOWLEDGED AND AGREED:

RDLT – SHCI Manager LLC

By: _____

Name: Ralph de la Torre, M.D.
Title: President, Secretary and Treasurer

Exhibit E

CANCELLATION OF UNITS

Holders	**Consideration**
Joseph Ciccolo	$834,326.58
Craig Jesiolowski	$625,744.93
Julie Berry	$417,163.29

Exhibit F

TERMINATION AGREEMENT

(ATTACHED)

EXECUTION VERSION

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Termination Agreement"), dated as of May 11, 2020, is made and entered into by and among Steward Health Care Investors LLC, a Delaware limited liability company ("SHCI"), Steward Health Care System LLC, a Delaware limited liability company ("SHCS"), Steward Investment Manager LLC, a Delaware limited liability company, in its capacity as the non-member manager of Investors (the "Manager", and together with SHCI and SCHS and their respective subsidiaries, collectively, the "Company") and Ralph de la Torre, M.D. ("Dr. de la Torre"). Capitalized terms used but not otherwise defined shall have the meaning ascribed to them in the Letter Agreement (as defined below).

WHEREAS, the parties hereto are parties to that certain Letter Agreement, dated as of May 16, 2018 (the "Letter Agreement"), by and among SHCI, SHCS, the Manager and Dr. de la Torre;

WHEREAS, in connection with the transactions contemplated in that certain Transfer and Exchange Agreement, dated as of May 11, 2020 (the "Exchange Agreement"), by and between SHCI Debtholder LLC, the Manager, Cerberus International II Master Fund, L.P., Cerberus Partners II, L.P., Cerberus Series Four Holdings, LLC and SHCI, the parties hereto desire to terminate the Letter Agreement, effective as of the Closing (as defined in the Exchange Agreement), on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination of Letter Agreement. Each of SHCI, SHCS, the Manager and Dr. de la Torre acknowledge and agrees that, effective as of the Closing, the Letter Agreement is hereby terminated in its entirety and has no further force or effect and that no party thereto, nor any of their respective affiliates, shall have any further liabilities or obligations of any kind or nature whatsoever to the other with respect to, in connection with or otherwise arising under the Letter Agreement.

2. Release. Effective as of the date hereof, Dr. de la Torre, on behalf of himself and his controlled affiliates (after giving effect to the Day 1 Transactions (as defined in the Exchange Agreement), irrevocably waives any and all rights he may have to make any claims or demands, or institute any causes of action or proceedings, against the SHCI, SHCS, the Manager or any of their respective affiliates (after giving effect to the Day 1 Transactions) pursuant to the Letter Agreement. For clarity, this Termination Agreement does not waive or release any other claims or demands other than those that arise under the Letter Agreement.

3. Miscellaneous.

(a) Entire Agreement. This Termination Agreement and the Letter Agreement constitute the entire agreement among the parties hereto the respect to the subject matter hereof and supersedes any prior and contemporaneous understandings, agreements or representations by or among the parties hereto, written or oral, that may have related in any way to the subject matter hereof.

(b) Governing Law; Consent to Jurisdiction. Except as otherwise provided in this Termination Agreement, this Termination Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Except as otherwise provided in this Termination Agreement, the parties hereto irrevocably (i) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the purposes of any action or other proceeding arising out of this Termination Agreement, (ii) waive any objection to the laying of venue of any action or other proceeding brought in such court, (iii) waive and agree not to plead or claim in any such court that any such action or other proceeding brought in any such court has been brought in an inconvenient forum, and (iv) agree that service of process or of any other papers upon such party by registered mail at the address set forth above shall be deemed good, proper and effective service upon such party.

(c) Severability. If any term or other provision of this Termination Agreement is deemed by any court to be violative of applicable law or public policy and, therefore, invalid, illegal or incapable of being enforced, all other terms and provisions of this Termination Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall take any actions necessary to render the remaining provisions of this Termination Agreement valid and enforceable to the fullest extent permitted by applicable Law and, to the extent necessary, shall amend or otherwise modify this Termination Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

(d) Counterparts. This Termination Agreement may be executed and delivered (including by facsimile transmission or electronic mail in portable document format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(e) Wavier of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER PROCEEDING ARISING OUT OF THIS TERMINATION AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR OTHER PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TERMINATION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

STEWARD INVESTMENT MANAGER LLC

By: DocuSigned by: Lisa Gray 54283D85371C437...

Name: Lisa Gray
Title: Authorized Signatory

STEWARD HEALTH CARE INVESTORS LLC

By: STEWARD INVESTMENT MANAGER LLC, its non-member manager

By: DocuSigned by: Lisa Gray 54283D85371C437...

Name: Lisa Gray
Title: Authorized Signatory

STEWARD HEALTH CARE SYSTEM LLC

By: _____

Name:
Title:

By: _____

Name: Ralph de la Torre

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

STEWARD INVESTMENT MANAGER LLC

By: _____
Name: Lisa Gray
Title: Authorized Signatory

STEWARD HEALTH CARE INVESTORS LLC

By: STEWARD INVESTMENT MANAGER LLC, its non-member manager

By: _____
Name: Lisa Gray
Title: Authorized Signatory

STEWARD HEALTH CARE SYSTEM LLC

By: _____
Name: Ralph de la Torre, M.D.
Title: President and Chairman

By: _____
Name: Ralph de la Torre, M.D.

Exhibit G

TERMINATION OF ADVISORY AGREEMENTS

$1,520,148.52