
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June 30, 2017**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number **001-32559**

Commission file number **333-177186**

**MEDICAL PROPERTIES TRUST, INC.
MPT OPERATING PARTNERSHIP, L.P.**

(Exact Name of Registrant as Specified in Its Charter)

**MARYLAND
DELAWARE**

(State or other jurisdiction of
incorporation or organization)

20-0191742

20-0242069

(I. R. S. Employer
Identification No.)

**1000 URBAN CENTER DRIVE, SUITE 501
BIRMINGHAM, AL**

(Address of principal executive offices)

35242

(Zip Code)

(205) 969-3755

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE:

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/> (Medical Properties Trust, Inc. only)	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (MPT Operating Partnership, L.P. only) (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of August 4, 2017, Medical Properties Trust, Inc. had 364,083,580 shares of common stock, par value \$0.001, outstanding.

EXPLANATORY NOTE

This report combines the Quarterly Reports on Form 10-Q for the three and six months ended June 30, 2017, of Medical Properties Trust, Inc., a Maryland corporation, and MPT Operating Partnership, L.P., a Delaware limited partnership, through which Medical Properties Trust, Inc. conducts substantially all of its operations. Unless otherwise indicated or unless the context requires otherwise, all references in this report to “we,” “us,” “our,” “our company,” “Medical Properties,” “MPT,” or “the company” refer to Medical Properties Trust, Inc. together with its consolidated subsidiaries, including MPT Operating Partnership, L.P. Unless otherwise indicated or unless the context requires otherwise, all references to “our operating partnership” or “the operating partnership” refer to MPT Operating Partnership, L.P. together with its consolidated subsidiaries.

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**MEDICAL PROPERTIES TRUST, INC. AND MPT OPERATING PARTNERSHIP, L.P.
AND SUBSIDIARIES
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2017**

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES

Condensed Consolidated Balance Sheets

(In thousands, except per share amounts)	June 30, 2017 <u>(Unaudited)</u>	December 31, 2016 <u>(Note 2)</u>
Assets		
Real estate assets		
Land, buildings and improvements, intangible lease assets, and other	\$4,976,129	\$ 4,317,866
Mortgage loans	1,062,558	1,060,400
Net investment in direct financing leases	693,243	648,102
Gross investment in real estate assets	6,731,930	6,026,368
Accumulated depreciation and amortization	(384,826)	(325,125)
Net investment in real estate assets	6,347,104	5,701,243
Cash and cash equivalents	236,364	83,240
Interest and rent receivables	68,537	57,698
Straight-line rent receivables	147,755	116,861
Other loans	152,968	155,721
Other assets	375,109	303,773
Total Assets	<u>\$7,327,837</u>	<u>\$ 6,418,536</u>
Liabilities and Equity		
Liabilities		
Debt, net	\$3,221,054	\$ 2,909,341
Accounts payable and accrued expenses	219,527	207,711
Deferred revenue	20,108	19,933
Lease deposits and other obligations to tenants	34,943	28,323
Total Liabilities	3,495,632	3,165,308
Equity		
Preferred stock, \$0.001 par value. Authorized 10,000 shares; no shares outstanding	—	—
Common stock, \$0.001 par value. Authorized 500,000 shares; issued and outstanding — 364,020 shares at June 30, 2017 and 320,514 shares at December 31, 2016	364	321
Additional paid in capital	4,327,733	3,775,336
Distributions in excess of net income	(457,419)	(434,114)
Accumulated other comprehensive loss	(52,591)	(92,903)
Treasury shares, at cost	(777)	(262)
Total Medical Properties Trust, Inc. Stockholders' Equity	3,817,310	3,248,378
Non-controlling interests	14,895	4,850
Total Equity	3,832,205	3,253,228
Total Liabilities and Equity	<u>\$7,327,837</u>	<u>\$ 6,418,536</u>

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES

 Condensed Consolidated Statements of Net Income
 (Unaudited)

(In thousands, except per share amounts)	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2017	2016	2017	2016
Revenues				
Rent billed	\$ 103,447	\$ 77,960	\$ 200,210	\$ 152,021
Straight-line rent	16,277	8,551	29,056	16,768
Income from direct financing leases	18,312	13,552	36,192	32,503
Interest and fee income	28,771	26,237	57,746	60,007
Total revenues	166,807	126,300	323,204	261,299
Expenses				
Real estate depreciation and amortization	29,493	22,832	57,079	43,974
Impairment charges	—	7,375	—	7,375
Property-related	1,153	784	2,481	1,685
Acquisition expenses	10,806	4,767	13,562	3,702
General and administrative	15,079	12,045	28,276	23,516
Total operating expenses	56,531	47,803	101,398	80,252
Operating income	110,276	78,497	221,806	181,047
Other income (expense)				
Interest expense	(39,710)	(41,501)	(77,739)	(80,870)
Gain on sale of real estate and other asset dispositions, net	—	16,638	7,413	16,678
Earnings (loss) from equity and other interests	2,800	1,200	4,514	(3,801)
Unutilized financing fees/debt refinancing costs	(751)	—	(14,380)	(4)
Other income (expense)	567	(546)	620	(217)
Income tax benefit (expense)	614	(364)	(253)	(683)
Net other expense	(36,480)	(24,573)	(79,825)	(68,897)
Income from continuing operations	73,796	53,924	141,981	112,150
Loss from discontinued operations	—	—	—	(1)
Net income	73,796	53,924	141,981	112,149
Net income attributable to non-controlling interests	(381)	(200)	(596)	(498)
Net income attributable to MPT common stockholders	\$ 73,415	\$ 53,724	\$ 141,385	\$ 111,651
Earnings per common share — basic				
Income from continuing operations attributable to MPT common stockholders	\$ 0.21	\$ 0.23	\$ 0.42	\$ 0.47
Loss from discontinued operations attributable to MPT common stockholders	—	—	—	—
Net income attributable to MPT common stockholders	\$ 0.21	\$ 0.23	\$ 0.42	\$ 0.47
Weighted average shares outstanding — basic	349,856	238,082	335,456	237,796
Earnings per common share — diluted				
Income from continuing operations attributable to MPT common stockholders	\$ 0.21	\$ 0.22	\$ 0.42	\$ 0.47
Loss from discontinued operations attributable to MPT common stockholders	—	—	—	—
Net income attributable to MPT common stockholders	\$ 0.21	\$ 0.22	\$ 0.42	\$ 0.47
Weighted average shares outstanding — diluted	350,319	239,008	335,871	238,413
Dividends declared per common share	\$ 0.24	\$ 0.23	\$ 0.48	\$ 0.45

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIESCondensed Consolidated Statements of Comprehensive Income
(Unaudited)

(In thousands)	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2017	2016	2017	2016
Net income	\$ 73,796	\$ 53,924	\$ 141,981	\$ 112,149
Other comprehensive income:				
Unrealized gain on interest rate swap	—	825	—	1,640
Foreign currency translation gain (loss)	34,020	(14,683)	40,312	5,904
Total comprehensive income	107,816	40,066	182,293	119,693
Comprehensive income attributable to non-controlling interests	(381)	(200)	(596)	(498)
Comprehensive income attributable to MPT common stockholders	<u>\$ 107,435</u>	<u>\$ 39,866</u>	<u>\$ 181,697</u>	<u>\$ 119,195</u>

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIESCondensed Consolidated Statements of Cash Flows
(Unaudited)

(In thousands)	For the Six Months Ended June 30,	
	2017	2016
Operating activities		
Net income	\$ 141,981	\$ 112,149
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	59,825	45,170
Amortization of deferred financing costs and debt discount	3,139	3,893
Direct financing lease interest accretion	(4,690)	(4,766)
Straight-line rent revenue	(30,173)	(17,268)
Share-based compensation	4,377	4,152
Gain from sale of real estate and other asset dispositions, net	(7,413)	(16,678)
Impairment charges	—	7,375
Straight-line rent and other write-off	1,117	3,063
Unutilized financing fees/debt refinancing costs	14,380	4
Other adjustments	(5,747)	(6,605)
Changes in:		
Interest and rent receivables	(10,786)	(2,743)
Accounts payable and accrued expenses	(11,126)	9,544
Net cash provided by operating activities	154,884	137,290
Investing activities		
Cash paid for acquisitions and other related investments	(600,781)	(109,991)
Net proceeds from sale of real estate	64,335	89,165
Principal received on loans receivable	5,188	705,501
Investment in loans receivable	(3,574)	(96,504)
Construction in progress and other	(36,002)	(101,113)
Investment in unsecured senior notes	—	(50,000)
Proceeds from sale of unsecured senior notes	—	50,000
Other investments, net	(67,101)	(6,952)
Net cash (used for) provided by investing activities	(637,935)	480,106
Financing activities		
Proceeds from term debt	955,280	500,000
Payments of term debt	(675,279)	(147)
Revolving credit facilities, net	(39,911)	(1,075,000)
Distributions paid	(151,692)	(104,788)
Lease deposits and other obligations to tenants	6,669	9,593
Proceeds from sale of common shares, net of offering costs	548,063	44,306
Debt issuance costs paid and other financing activities	(16,543)	(8,465)
Net cash provided by (used for) financing activities	626,587	(634,501)
Increase (decrease) in cash and cash equivalents for period	143,536	(17,105)
Effect of exchange rate changes	9,588	3,125
Cash and cash equivalents at beginning of period	83,240	195,541
Cash and cash equivalents at end of period	\$ 236,364	\$ 181,561
Interest paid	\$ 63,371	\$ 57,118
Supplemental schedule of non-cash financing activities:		
Distributions declared, unpaid	\$ 87,519	\$ 55,272

See accompanying notes to condensed consolidated financial statements.

MPT OPERATING PARTNERSHIP, L.P. AND SUBSIDIARIES

Condensed Consolidated Balance Sheets

(In thousands)	June 30, 2017 <u>(Unaudited)</u>	December 31, 2016 <u>(Note 2)</u>
Assets		
Real estate assets		
Land, buildings and improvements, intangible lease assets, and other	\$4,976,129	\$4,317,866
Mortgage loans	1,062,558	1,060,400
Net investment in direct financing leases	693,243	648,102
Gross investment in real estate assets	6,731,930	6,026,368
Accumulated depreciation and amortization	(384,826)	(325,125)
Net investment in real estate assets	6,347,104	5,701,243
Cash and cash equivalents	236,364	83,240
Interest and rent receivables	68,537	57,698
Straight-line rent receivables	147,755	116,861
Other loans	152,968	155,721
Other assets	375,109	303,773
Total Assets	<u>\$7,327,837</u>	<u>\$6,418,536</u>
Liabilities and Capital		
Liabilities		
Debt, net	\$3,221,054	\$2,909,341
Accounts payable and accrued expenses	131,599	132,868
Deferred revenue	20,108	19,933
Lease deposits and other obligations to tenants	34,943	28,323
Payable due to Medical Properties Trust, Inc.	87,538	74,453
Total Liabilities	3,495,242	3,164,918
Capital		
General Partner — issued and outstanding — 3,640 units at June 30, 2017 and 3,204 units at December 31, 2016	38,722	33,436
Limited Partners:		
Common units — issued and outstanding — 360,380 units at June 30, 2017 and 317,310 units at December 31, 2016	3,831,569	3,308,235
LTIP units — issued and outstanding — 292 units at June 30, 2017 and December 31, 2016	—	—
Accumulated other comprehensive loss	(52,591)	(92,903)
Total MPT Operating Partnership, L.P. Capital	3,817,700	3,248,768
Non-controlling interests	14,895	4,850
Total Capital	3,832,595	3,253,618
Total Liabilities and Capital	<u>\$7,327,837</u>	<u>\$6,418,536</u>

See accompanying notes to condensed consolidated financial statements.

MPT OPERATING PARTNERSHIP, L.P. AND SUBSIDIARIES

 Condensed Consolidated Statements of Net Income
 (Unaudited)

(In thousands, except per unit amounts)	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2017	2016	2017	2016
Revenues				
Rent billed	\$ 103,447	\$ 77,960	\$ 200,210	\$ 152,021
Straight-line rent	16,277	8,551	29,056	16,768
Income from direct financing leases	18,312	13,552	36,192	32,503
Interest and fee income	28,771	26,237	57,746	60,007
Total revenues	166,807	126,300	323,204	261,299
Expenses				
Real estate depreciation and amortization	29,493	22,832	57,079	43,974
Impairment charges	—	7,375	—	7,375
Property-related	1,153	784	2,481	1,685
Acquisition expenses	10,806	4,767	13,562	3,702
General and administrative	15,079	12,045	28,276	23,516
Total operating expenses	56,531	47,803	101,398	80,252
Operating income	110,276	78,497	221,806	181,047
Other income (expense)				
Interest expense	(39,710)	(41,501)	(77,739)	(80,870)
Gain on sale of real estate and other asset dispositions, net	—	16,638	7,413	16,678
Earnings (loss) from equity and other interests	2,800	1,200	4,514	(3,801)
Unutilized financing fees/debt refinancing costs	(751)	—	(14,380)	(4)
Other income (expense)	567	(546)	620	(217)
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Net other expense	(36,480)	(24,573)	(79,825)	(68,897)
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Loss from discontinued operations	—	—	—	(1)
Net income	73,796	53,924	141,981	112,149
Net income attributable to non-controlling interests	(381)	(200)	(596)	(498)
Net income attributable to MPT Operating Partnership partners	\$ 73,415	\$ 53,724	\$ 141,385	\$ 111,651
Earnings per unit — basic				
Income from continuing operations attributable to MPT Operating Partnership partners	\$ 0.21	\$ 0.23	\$ 0.42	\$ 0.47
Loss from discontinued operations attributable to MPT Operating Partnership partners	—	—	—	—
Net income attributable to MPT Operating Partnership partners	\$ 0.21	\$ 0.23	\$ 0.42	\$ 0.47
Weighted average units outstanding — basic	349,856	238,082	335,456	237,796
Earnings per unit — diluted				
Income from continuing operations attributable to MPT Operating Partnership partners	\$ 0.21	\$ 0.22	\$ 0.42	\$ 0.47
Loss from discontinued operations attributable to MPT Operating Partnership partners	—	—	—	—
Net income attributable to MPT Operating Partnership partners	\$ 0.21	\$ 0.22	\$ 0.42	\$ 0.47
Weighted average units outstanding — diluted	350,319	239,008	335,871	238,413
Dividends declared per unit	\$ 0.24	\$ 0.23	\$ 0.48	\$ 0.45

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Amortization of deferred financing costs and debt discount	3,139	3,893
Direct financing lease interest accretion	(4,690)	(4,766)
Straight-line rent revenue	(30,173)	(17,268)
Unit-based compensation	4,377	4,152
Gain from sale of real estate and other asset dispositions, net	(7,413)	(16,678)
Impairment charges	—	7,375
Straight-line rent and other write-off	1,117	3,063
Unutilized financing fees/debt refinancing costs	14,380	4
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Net cash provided by operating activities	154,884	137,290
Investing activities		
Cash paid for acquisitions and other related investments	(600,781)	(109,991)
Net proceeds from sale of real estate	64,335	89,165
Principal received on loans receivable	5,188	705,501
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Cash and cash equivalents at beginning of period	83,240	195,541
Cash and cash equivalents at end of period	\$ 236,364	\$ 181,561
Interest paid	\$ 63,371	\$ 57,118
Supplemental schedule of non-cash financing activities:		
Distributions declared, unpaid	\$ 87,519	\$ 55,272

See accompanying notes to condensed consolidated financial statements.

**MEDICAL PROPERTIES TRUST, INC., AND MPT OPERATING PARTNERSHIP, L.P.
AND SUBSIDIARIES**

Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Organization

Medical Properties Trust, Inc., a Maryland corporation, was formed on August 27, 2003, under the Maryland General Corporation Law for the purpose of engaging in the business of investing in, owning, and leasing commercial real estate. Our operating partnership subsidiary, MPT Operating Partnership, L.P., (the "Operating Partnership") through which we conduct all of our operations, was formed in September 2003. Through another wholly-owned subsidiary, Medical Properties Trust, LLC, we are the sole general partner of the Operating Partnership. At present, we directly own substantially all of the limited partnership interests in the Operating Partnership and have elected to report our required disclosures and that of the Operating Partnership on a combined basis except where material differences exist.

We have operated as a real estate investment trust ("REIT") since April 6, 2004, and accordingly, elected REIT status upon the filing in September 2005 of the calendar year 2004 federal income tax return. Accordingly, we will generally not be subject to federal income tax in the United States ("U.S."), provided that we continue to qualify as a REIT and our distributions to our stockholders equal or exceed our taxable income. Certain activities we undertake must be conducted by entities which we elected to be treated as taxable REIT subsidiaries ("TRSs"). Our TRSs are subject to both U.S. federal and state income taxes. For our properties located outside the U.S., we are subject to local taxes; however, we do not expect to incur additional taxes in the U.S. as such income will flow through our REIT.

Our primary business strategy is to acquire and develop real estate and improvements, primarily for long-term lease to providers of healthcare services such as operators of general acute care hospitals, inpatient physical rehabilitation hospitals, long-term acute care hospitals, surgery centers, centers for treatment of specific conditions such as cardiac, pulmonary, cancer, and neurological hospitals, and other healthcare-oriented facilities. We also make mortgage and other loans to operators of similar facilities. In addition, we may obtain profits or equity interests in our tenants, from time to time, in order to enhance our overall return. We manage our business as a single business segment. All of our properties are located in the U.S. and Europe.

2. Summary of Significant Accounting Policies

Unaudited Interim Condensed Consolidated Financial Statements: The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. for interim financial information, including rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles ("GAAP") for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six month periods ended June 30, 2017, are not necessarily indicative of the results that may be expected for the year ending December 31, 2017. The condensed consolidated balance sheet at December 31, 2016 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the U.S. for complete financial statements.

For information about significant accounting policies, refer to the consolidated financial statements and footnotes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2016. During the six months ended June 30, 2017, there were no material changes to these policies.

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Recent Accounting Developments:

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers.” Under the new standard, revenue is recognized at the time a good or service is transferred to a customer for the amount of consideration received for that specific good or service. Entities may use a full retrospective approach or report the cumulative effect as of the date of adoption. On April 1, 2015, the FASB proposed deferring the effective date of this standard by one year to December 15, 2017, for annual reporting periods beginning after that date. The FASB also proposed permitting early adoption of the standard, but not before the original effective date of December 15, 2016. We are still evaluating this standard but do not expect this standard to have a significant impact on our financial results, as a substantial portion of our revenue consists of rental income from leasing arrangements, which are specifically excluded from ASU No. 2014-09.

Leases

In February 2016, the FASB issued ASU 2016-02, “Leases”, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e. lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight line basis over the term of the lease. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The ASU is not effective for us until January 1, 2019, with early adoption permitted. We are continuing to evaluate this standard and the impact to us from both a lessor and lessee perspective.

Clarifying the Definition of a Business

In January 2017, the FASB issued ASU No. 2017-01, “Clarifying the Definition of a Business” (“ASU 2017-01”). The amendments in ASU 2017-01 provide an initial screen to determine if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets, in which case, the transaction would be accounted for as an asset acquisition rather than as a business combination. In addition, ASU 2017-01 clarifies the requirements for a set of activities to be considered a business and narrows the definition of an output. A reporting entity must apply the amendments in ASU 2017-01 using a prospective approach. We expect to adopt ASU 2017-01 on January 1, 2018 for our 2018 fiscal year. Upon adoption, we expect to recognize a majority of our real estate acquisitions as asset transactions rather than business combinations, which will result in the capitalization of third party transaction costs that are directly related to an acquisition. Indirect and internal transaction costs will continue to be expensed but we do not expect to include these costs as an adjustment in deriving normalized funds from operations in the future. We expect this change in accounting, once adopted, may decrease our normalized funds from operations by \$1 million to \$2 million per quarter.

Reclassifications

Certain amounts in the consolidated financial statements for prior periods have been reclassified to conform to the current period presentation.

Variable Interest Entities

At June 30, 2017, we had loans to and/or equity investments in certain variable interest entities (“VIEs”), which are also tenants of our facilities. We have determined that we are not the primary beneficiary of these

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VIEs. The carrying value and classification of the related assets and maximum exposure to loss as a result of our involvement with these VIEs at June 30, 2017 are presented below (in thousands):

<u>VIE Type</u>	<u>Maximum Loss Exposure(1)</u>	<u>Asset Type Classification</u>	<u>Carrying Amount(2)</u>
Loans, net	\$ 328,111	Mortgage and other loans	\$ 236,174
Equity investments	\$ 12,922	Other assets	\$ —

- (1) Our maximum loss exposure related to loans with VIEs represents our current aggregate gross carrying value of the loan plus accrued interest and any other related assets (such as rent receivables), less any liabilities. Our maximum loss exposure related to our equity investment in VIEs represents the current carrying values of such investment plus any other related assets (such as rent receivables) less any liabilities.
- (2) Carrying amount reflects the net book value of our loan or equity interest only in the VIE.

For the VIE types above, we do not consolidate the VIE because we do not have the ability to control the activities (such as the day-to-day healthcare operations of our borrower or investees) that most significantly impact the VIE's economic performance. As of June 30, 2017, we were not required to provide any material financial support through a liquidity arrangement or otherwise to our unconsolidated VIEs, including circumstances in which it could be exposed to further losses (e.g., cash short falls).

Typically, our loans are collateralized by assets of the borrower (some assets of which are on the premises of facilities owned by us) and further supported by limited guarantees made by certain principals of the borrower.

See Note 3 and 7 for additional description of the nature, purpose and activities of our more significant VIEs and interests therein, such as Ernest Health, Inc. ("Ernest").

3. Real Estate and Lending Activities

Acquisitions

We acquired the following assets (in thousands):

	<u>Six Months Ended June 30,</u>	
	<u>2017</u>	<u>2016</u>
Assets Acquired		
Land and land improvements	\$ 86,434	\$ 6,382
Building	420,731	36,455
Intangible lease assets — subject to amortization (weighted average useful life 28.4 years for 2017 and 25.8 years for 2016)	54,044	4,154
Net investments in direct financing leases	40,450	63,000
Liabilities assumed	(878)	—
Total assets acquired	<u>\$600,781</u>	<u>\$109,991</u>

The purchase price allocations attributable to the 2017 acquisitions and certain acquisitions made in the second half of 2016 are preliminary. When all relevant information is obtained, resulting changes, if any, to our provisional purchase price allocation will be retrospectively adjusted to reflect new information obtained about the facts and circumstances that existed as of the respective acquisition dates that, if known, would have affected the measurement of the amounts recognized as of those dates.

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[2017 Activity](#)

[Median Transactions](#)

On June 22, 2017, we acquired an acute care hospital in Germany for a purchase price of €19.4 million (€18.6 of which has been funded to date). This property is leased to affiliates of Median Kliniken S.a.r.l. (“MEDIAN”), one of our current tenants, pursuant to an existing 27-year master lease agreement that ends in December 2042 with terms similar to the master lease agreement reached with MEDIAN in 2015.

During the second quarter of 2017, we acquired 11 rehabilitation hospitals in Germany for an aggregate purchase price of €127 million. These 11 properties are leased to affiliates of MEDIAN, pursuant to a third master lease that has terms similar to the original master lease in 2015 with a fixed term ending in August 2043. These acquisitions are part of the portfolio of 20 properties in Germany that we agreed to acquire in July 2016 for €215.7 million, of which seven properties totaling €49.5 million closed in 2016. See Note 10 for an update on the final two properties totaling €39.2 million that closed after June 30, 2017.

On January 30, 2017, we acquired an inpatient rehabilitation hospital in Germany for €8.4 million. This acquisition was the final property to close as part of the six hospital portfolio that we agreed to buy in September 2016 for an aggregate amount of €44.1 million. This property is leased to affiliates of MEDIAN pursuant to the original long-term master lease agreement reached with MEDIAN in 2015.

[Other Transactions](#)

On June 1, 2017, we acquired the real estate assets of Ohio Valley Medical Center, a 218-bed acute care hospital located in Wheeling, West Virginia, and the East Ohio Regional Hospital, a 139-bed acute care hospital in Martins Ferry, Ohio, from Ohio Valley Health Services, a not-for-profit entity in West Virginia, for an aggregate purchase price of approximately \$40 million. We simultaneously leased the facilities to Alecto Healthcare Services LLC (“Alecto”), the current operator of three facilities in our portfolio, pursuant to a lease with a 15-year initial term with 2% annual minimum rent increases and three 5-year extension options. The facilities are cross-defaulted and cross-collateralized with our other hospitals currently operated by Alecto. We also agreed to provide up to \$20.0 million in capital improvement funding on these two facilities - none of which has been funded to date. With these acquisitions, we also obtained a 20% interest in the operator of these facilities.

On May 1, 2017, we acquired eight hospitals previously affiliated with Community Health Systems, Inc. in Florida, Ohio, and Pennsylvania for an aggregate purchase price of \$301.3 million. These facilities are leased to Steward Health Care System LLC (“Steward”), pursuant to the existing long-term master lease entered into with Steward in October 2016.

On May 1, 2017, we acquired the real estate of St. Joseph Regional Medical Center, a 145-bed acute care hospital in Lewiston, Idaho for \$87.5 million. This facility is leased to RCCH Healthcare Partners (“RCCH”), pursuant to the existing long-term master lease entered into with RCCH in April 2016.

From the respective acquisition dates, the properties acquired in 2017 contributed \$8.2 million of revenue and \$6.0 of income (excluding related acquisition expenses and taxes) for the three months ended June 30, 2017, and \$8.4 million of revenue and \$6.1 million of income (excluding related acquisition expenses and taxes) for the six months ended June 30, 2017. In addition, we expensed \$9.1 million and \$9.6 million of acquisition-related costs on these 2017 acquisitions for the three and six months ended June 30, 2017, respectively.

[2016 Activity](#)

On May 2, 2016, we acquired an acute care hospital in Newark, New Jersey for an aggregate purchase price of \$63 million leased to Prime Healthcare Services, Inc. (“Prime”) pursuant to a fifth master lease, which had a 15-year term with three five-year extension options, plus consumer price-indexed increases, limited to a 2%

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floor. Furthermore, we committed to advance an additional \$30 million to Prime over a three-year period to be used solely for capital additions to the real estate; any such additions will be added to the basis upon which the lessee will pay us rents.

On June 22, 2016, we closed on the last property of the original €688 million MEDIAN transaction for a purchase price of €41.6 million. Upon acquisition, this property became subject to an existing master lease between us and affiliates of MEDIAN. The master lease had an initial start date of July 1, 2015, an initial term of 27 years, and provided for an initial GAAP lease rate of 9.3%, with annual escalators at the greater of one percent or 70% of the German consumer price index.

From the respective acquisition dates, the properties acquired in 2016 contributed \$1.1 million of revenue and income (excluding related acquisition expenses and taxes), for the three and six months ended June 30, 2016. In addition, we incurred \$2.4 million of acquisition-related costs on the 2016 acquisitions for both the three and six months ended June 30, 2016.

Development Activities

During the first six months of 2017, we completed construction on the following facilities:

- Adeptus Health, Inc. (“Adeptus Health”) – We completed four acute care facilities for this tenant during 2017 totaling approximately \$68 million in development costs. These facilities are leased pursuant to an existing long-term master lease.
- IMED Group (“IMED”) – Our general acute facility located in Valencia, Spain opened on March 31, 2017, and is being leased to IMED pursuant to a long-term master lease. Our ownership in this facility is effected through a joint venture between us and clients of AXA Real Estate, in which we own a 50% interest. Our share of the aggregate purchase and development cost of this facility is approximately €21 million.

In April 2017, we completed the acquisition of the long leasehold interest of a development site in Birmingham, England from the Circle Health Group (“Circle”) (the tenant of our existing site in Bath, England) for a purchase price of £2.7 million. Simultaneously with the acquisition, we entered into contracts with the property landlord and the Circle committing us to construct an acute care hospital on the site. Our total development costs are anticipated to be approximately £30 million. Circle is contracted to enter into a lease of the hospital following completion of construction for an initial 15-year term with rent to be calculated based on our total development costs.

See table below for a status update on our current development projects (in thousands):

<u>Property</u>	<u>Commitment</u>	<u>Costs Incurred as of June 30, 2017</u>	<u>Estimated Completion Date</u>
Ernest (Flagstaff)	\$ 28,067	\$ 11,351	1Q 2018
Circle (Birmingham)	42,017	7,088	4Q 2018
	<u>\$ 70,084</u>	<u>\$ 18,439</u>	

Disposals

2017 Activity

On March 31, 2017, we sold the EASTAR Health System real estate located in Muskogee, Oklahoma, which was leased to RCCH. Total proceeds from this transaction were approximately \$64 million resulting in a gain of \$7.4 million, partially offset by a \$0.6 million non-cash charge to revenue to write-off related straight-line rent receivables on this property.

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2016 Activity

Capella Transaction

Effective April 30, 2016, our investment in the operator of Capella Healthcare, Inc. (“Capella”) merged with Regional Care Hospital Partners, Inc. (“Regional Care”) (an affiliate of certain funds managed by affiliates of Apollo Global Management, LLC. (“Apollo”)) to form RCCH. As part of the transaction, we received net proceeds of approximately \$550 million including approximately \$492 million for our equity investment and loans made as part of the original Capella transaction that closed on August 31, 2015. In addition, we received \$210 million in prepayment of two mortgage loans for hospitals in Russellville, Arkansas, and Lawton, Oklahoma, that we made in connection with the original Capella transaction. We made a new \$93.3 million loan for a hospital property in Olympia, Washington that was subsequently converted to real estate on July 22, 2016. Additionally, we and an Apollo affiliate invested \$50 million each in unsecured senior notes issued by RegionalCare, which we sold to a large institution on June 20, 2016 at par. The proceeds from this transaction represented the recoverability of our investment in full, except for transaction costs incurred of \$6.3 million.

We maintained our ownership of five hospitals in Hot Springs, Arkansas; Camden, South Carolina; Hartsville, South Carolina; Muskogee, Oklahoma; and McMinnville, Oregon. Pursuant to the transaction described above, the underlying leases, one of which is a master lease covering all but one property, was amended to shorten the initial fixed lease term, increase the security deposit, and eliminate the lessees’ purchase option provisions. Due to this lease amendment, we reclassified the lease of the properties under the master lease from a direct finance lease (“DFL”) to an operating lease. This reclassification resulted in a write-off of \$2.6 million in unbilled DFL rent in the 2016 second quarter.

Post Acute Transaction

On May 23, 2016, we sold five properties (three of which were in Texas and two in Louisiana) that were leased and operated by Post Acute Medical (“Post Acute”). As part of this transaction, our outstanding loans of \$4 million were paid in full, and we recovered our investment in the operations. Total proceeds from this transaction were \$71 million resulting in a net gain of approximately \$15 million.

Corinth Transaction

On June 17, 2016, we sold the Atrium Medical Center real estate located in Corinth, Texas, which was leased and operated by Corinth Investor Holdings. Total proceeds from the transaction were \$28 million resulting in a gain on real estate of approximately \$8 million. This gain on real estate was offset by approximately \$9 million of non-cash charges that included the write-off of our investment in the operations of the facility, straight-line rent receivables, and a lease intangible.

The sales in 2017 and 2016 were not strategic shifts in our operations, and therefore the results of operations related to these facilities were not reclassified as discontinued operations.

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Summary of Operations for Disposed Assets in 2016

The following represents the operating results (excluding gain on sale, transaction costs, and impairment or other non-cash charges) from the properties which sold during the first half of 2016 (excluding loans repaid in the Capella Transaction) for the periods presented (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2017	2016	2017	2016
Revenues	\$ —	\$ 1,139	\$ —	\$ 3,700
Real estate depreciation and amortization	—	(357)	—	(857)
Property-related expenses	—	(67)	—	(106)
Other income (expense)	—	(9)	—	(68)
Income from real estate dispositions, net	<u>\$ —</u>	<u>\$ 706</u>	<u>\$ —</u>	<u>\$ 2,669</u>

Leasing Operations

At June 30, 2017, leases on two Alecto facilities, 15 Ernest facilities and 10 Prime facilities are accounted for as DFLs. The components of our net investment in DFLs consisted of the following (in thousands):

	As of June 30, 2017	As of December 31, 2016
Minimum lease payments receivable	\$ 2,329,161	\$ 2,207,625
Estimated residual values	448,098	407,647
Less: Unearned income	(2,084,016)	(1,967,170)
Net investment in direct financing leases	<u>\$ 693,243</u>	<u>\$ 648,102</u>

Adeptus Health

On April 4, 2017, we announced that we had agreed in principle with Deerfield Management Company, L.P. (“Deerfield”), a healthcare-only investment firm, to the restructuring in bankruptcy of Adeptus Health, a current tenant and operator of facilities representing less than 5% of our total gross assets. In furtherance of the restructuring, Adeptus Health and certain of its subsidiaries filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code on April 19, 2017. Funds advised by Deerfield acquired Adeptus Health’s outstanding bank debt and Deerfield has agreed to provide additional financing, along with operational and managerial support, to Adeptus Health as part of the restructuring.

The Adeptus Health restructuring and terms of our agreement with Deerfield provide for the payment to us of 100% of the rent payable during the restructuring and the assumption by Deerfield of approximately 80% of the facilities under our master lease agreement with Adeptus Health at current rental rates. Through August 4, 2017, Adeptus Health is current on its rent obligations to us. We have agreed to a post bankruptcy \$3.1 million concession that will reduce our rental revenue by approximately \$220 thousand annually over the remaining 14-year initial lease term.

On April 4, 2017, we also announced that our Louisiana freestanding emergency facilities then-operated by Adeptus Health (with a total budgeted investment of approximately \$24.5 million) had been re-leased to Ochsner Clinic Foundation (“Ochsner”), a health care system in the New Orleans area. The leases provide for initial terms of 15 years with a 9.2% average minimum lease rate based on our total development and construction cost. Under these leases, Ochsner also has the right to purchase the freestanding emergency facilities (i) at our cost within two years of rent commencement or (ii) for the greater of fair market value or our cost after such two-year period. We incurred a non-cash charge of \$0.5 million to write-off the straight-line rent receivables associated with the previous Adeptus Health lease on these properties.

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In addition, we expect to re-lease or sell 13 Texas facilities that are not being assumed as part of the Adeptus Health restructuring representing approximately 15% of the current Adeptus Health master-leased portfolio. These lease or sale transactions are expected to be completed by the end of 2018, and Adeptus Health is obligated to pay contractual rent to us under the master lease until the earlier of (a) transition to a new operator is complete, or (b) one year following Adeptus Health's emergence from bankruptcy (for seven of the Texas facilities) or 90 days following Adeptus Health's emergence from bankruptcy (for the remainder of the Texas facilities).

Hoboken Facility

In the first half of 2017, a subsidiary of the operator of our Hoboken facility acquired 20% of our subsidiary that owns the real estate for \$10 million, which increases its interest in our real estate entity to 30%. This is reflected in the non-controlling interest line of our condensed consolidated balance sheets.

Loans

The following is a summary of our loans (in thousands):

	<u>As of</u> <u>June 30, 2017</u>	<u>As of</u> <u>December 31, 2016</u>
Mortgage loans	\$ 1,062,558	\$ 1,060,400
Acquisition loans	120,048	121,464
Working capital and other loans	32,920	34,257
	<u>\$ 1,215,526</u>	<u>\$ 1,216,121</u>

Our non-mortgage loans typically consist of loans to our tenants for acquisitions and working capital purposes. At June 30, 2017, acquisition loans includes \$114.6 million in loans to Ernest.

[Table of Contents](#)*Concentrations of Credit Risk*

Our revenue concentration for the six months ended June 30, 2017 as compared to the prior year is as follows (dollars in thousands):

Revenue by Operator

Operators	For the Six Months Ended June 30, 2017		For the Six Months Ended June 30, 2016	
	Total Revenue	Percentage of Total Revenue	Total Revenue	Percentage of Total Revenue
Prime	\$ 63,059	19.5%	\$ 58,859	22.5%
Steward	58,278	18.0%	—	—
MEDIAN	47,744	14.8%	47,745	18.3%
Ernest	35,269	10.9%	33,322	12.8%
Adeptus Health	26,137	8.1%	16,205	6.2%
RCCH	19,632	6.1%	32,909	12.6%
Other operators	73,085	22.6%	72,259	27.6%
Total	<u>\$323,204</u>	<u>100.0%</u>	<u>\$261,299</u>	<u>100.0%</u>

Revenue by U.S. State and Country

U.S. States and Other Countries	For the Six Months Ended June 30, 2017		For the Six Months Ended June 30, 2016	
	Total Revenue	Percentage of Total Revenue	Total Revenue	Percentage of Total Revenue
Massachusetts	\$ 53,159	16.5%	\$ —	—
Texas	49,851	15.4%	48,256	18.5%
California	33,123	10.3%	33,187	12.7%
New Jersey	21,852	6.8%	18,243	7.0%
Arizona	15,542	4.8%	11,722	4.5%
All other states	93,080	28.7%	99,931	38.2%
Total U.S.	<u>\$266,607</u>	<u>82.5%</u>	<u>\$211,339</u>	<u>80.9%</u>
Germany	\$ 54,576	16.9%	\$ 47,745	18.3%
United Kingdom, Italy, and Spain	2,021	0.6%	2,215	0.8%
Total International	<u>\$ 56,597</u>	<u>17.5%</u>	<u>\$ 49,960</u>	<u>19.1%</u>
Grand Total	<u>\$323,204</u>	<u>100.0%</u>	<u>\$261,299</u>	<u>100.0%</u>

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On a total gross asset basis, which is total assets before accumulated depreciation/amortization, assumes all real estate binding commitments on new investments and unfunded amounts on development deals and commenced capital improvement projects are fully funded (see Notes 9 and 10 of Item 1 on this Form 10-Q), and assumes cash on hand is fully used in these transactions, our concentration as of June 30, 2017 as compared to December 31, 2016 is as follows (dollars in thousands):

Gross Assets by Operator

Operators	As of June 30, 2017		As of December 31, 2016	
	Total Gross Assets	Percentage of Total Gross Assets	Total Gross Assets	Percentage of Total Gross Assets
Steward	\$3,410,874	37.4%	\$1,250,000	17.5%
Prime	1,116,694	12.2%	1,144,055	16.0%
MEDIAN	1,086,109	11.9%	993,677	13.9%
Ernest	630,811	6.9%	627,906	8.8%
RCCH	506,265	5.5%	566,600	7.9%
Other operators	1,977,356	21.7%	2,259,980	31.7%
Other assets	401,669	4.4%	300,903	4.2%
Total	<u>\$9,129,778</u>	<u>100.0%</u>	<u>\$7,143,121</u>	<u>100.0%</u>

Gross Assets by U.S. State and Country

U.S. States and Other Countries	As of June 30, 2017		As of December 31, 2016	
	Total Gross Assets	Percentage of Total Gross Assets	Total Gross Assets	Percentage of Total Gross Assets
Massachusetts	\$1,262,041	13.8%	\$1,250,000	17.5%
Texas	1,230,945	13.5%	947,443	13.3%
Utah	1,083,152	11.9%	107,151	1.5%
California	542,883	5.9%	542,889	7.6%
Arizona	486,547	5.3%	331,834	4.6%
All other states	2,502,791	27.4%	2,234,332	31.3%
Other domestic assets	352,748	3.9%	264,215	3.7%
Total U.S.	<u>\$7,461,107</u>	<u>81.7%</u>	<u>\$5,677,864</u>	<u>79.5%</u>
Germany	\$1,421,350	15.6%	\$1,281,649	17.9%
United Kingdom, Italy, and Spain	198,400	2.2%	146,920	2.1%
Other international assets	48,921	0.5%	36,688	0.5%
Total International	<u>\$1,668,671</u>	<u>18.3%</u>	<u>\$1,465,257</u>	<u>20.5%</u>
Grand Total	<u>\$9,129,778</u>	<u>100.0%</u>	<u>\$7,143,121</u>	<u>100.0%</u>

On an individual property basis, we had no investment of any single property greater than 3.9% of our total gross assets as of June 30, 2017.

4. Debt

The following is a summary of our debt (dollar amounts in thousands):

	<u>As of June 30, 2017</u>	<u>As of December 31, 2016</u>
Revolving credit facility	\$ 250,210	\$ 290,000
Term loans	212,943	263,101
6.375% Senior Unsecured Notes due 2022:		
Principal amount	350,000	350,000
Unamortized premium	1,636	1,814
	<u>351,636</u>	<u>351,814</u>
5.750% Senior Unsecured Notes due 2020(A)	—	210,340
4.000% Senior Unsecured Notes due 2022(A)	571,300	525,850
5.500% Senior Unsecured Notes due 2024	300,000	300,000
6.375% Senior Unsecured Notes due 2024	500,000	500,000
3.325% Senior Unsecured Notes due 2025(A)	571,300	—
5.250% Senior Unsecured Notes due 2026	500,000	500,000
	<u>\$ 3,257,389</u>	<u>\$ 2,941,105</u>
Debt issue costs, net	(36,335)	(31,764)
	<u>\$ 3,221,054</u>	<u>\$ 2,909,341</u>

(A) These notes are Euro-denominated and reflect the exchange rate at June 30, 2017 and December 31, 2016, respectively.

As of June 30, 2017, principal payments due on our debt (which exclude the effects of any discounts, premiums, or debt issue costs recorded) are as follows (in thousands):

2017	\$ 162
2018	12,781
2019	—
2020	—
2021	250,210
Thereafter	2,992,600
Total	<u>\$ 3,255,753</u>

2017 Activity

On February 1, 2017, we replaced our unsecured credit facility with a new revolving credit and term loan agreement (“Credit Facility”). The new agreement includes a \$1.3 billion unsecured revolving loan facility, a \$200 million unsecured term loan facility, and a €200 million unsecured term loan facility. The new unsecured revolving loan facility matures in February 2021 and can be extended for an additional 12 months at our option. The \$200 million unsecured term loan facility matures on February 1, 2022, and the €200 million unsecured term loan facility had a maturity date of January 31, 2020; however, it was paid off on March 30, 2017 – see below. The commitment fee on the revolving loan facility is paid at a rate of 0.25%. The term loan and/or revolving loan commitments may be increased in an aggregate amount not to exceed \$500 million.

At our election, loans under the Credit Facility may be made as either ABR Loans or Eurodollar Loans. The applicable margin for term loans that are ABR Loans is adjustable on a sliding scale from 0.00% to 0.95% based on our current credit rating. The applicable margin for term loans that are Eurodollar Loans is adjustable on a sliding scale from 0.90% to 1.95% based on our current credit rating. The applicable margin for revolving loans that are ABR Loans is adjustable on a sliding scale from 0.00% to 0.65% based on our current credit rating. The

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applicable margin for revolving loans that are Eurodollar Loans is adjustable on a sliding scale from 0.875% to 1.65% based on our current credit rating. The commitment fee is adjustable on a sliding scale from 0.125% to 0.30% based on our current credit rating and is payable on the revolving loan facility. At June 30, 2017, the interest rate in effect on our term loan and revolver was 2.72% and 2.46%, respectively.

On March 4, 2017, we redeemed the €200 million aggregate principal amount of our 5.750% Senior Unsecured Notes due 2020 and incurred a redemption premium of approximately \$9 million. We funded this redemption, including the premium and accrued interest, with the proceeds of the new euro term loan together with cash on hand.

On March 24, 2017, we completed a €500 million senior unsecured notes offering (“3.325% Senior Unsecured Notes due 2025”). Interest on the notes is payable annually on March 24 of each year. The notes pay interest in cash at a rate of 3.325% per year. The notes mature on March 24, 2025. We may redeem some or all of the 3.325% Senior Unsecured Notes due 2025 at any time. If the notes are redeemed prior to 90 days before maturity, the redemption price will be equal to 100% of their principal amount, plus a make-whole premium, plus accrued and unpaid interest up to, but excluding, the applicable redemption date. Within the period beginning on or after 90 days before maturity, the notes may be redeemed, in whole or in part, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest to, but excluding, the applicable redemption date. The 3.325% Senior Unsecured Notes due 2025 are fully and unconditionally guaranteed on a senior unsecured basis by us. In the event of a change of control, each holder of the notes may require us to repurchase some or all of our notes at a repurchase price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest up to, but excluding, the date of the purchase.

On March 30, 2017, we prepaid and extinguished the €200 million of outstanding term loans under the euro term loan facility portion of our Credit Facility. To fund such prepayment, including accrued and unpaid interest thereon, we used part of the proceeds of the 3.325% Senior Unsecured Notes due 2025.

With the replacement of our old credit facility, the redemption of the 5.750% Senior Unsecured Notes due 2020, and the payoff of our €200 million euro term loan, we incurred a debt refinancing charge of \$13.6 million in the first six months of 2017.

2016 Activity

On February 22, 2016, we completed a \$500 million senior unsecured notes offering (“6.375% Senior Unsecured Notes due 2024”). Interest on the notes is payable on March 1 and September 1 of each year. Interest on the notes is paid in cash at a rate of 6.375% per year. The notes mature on March 1, 2024. We may redeem some or all of the notes at any time prior to March 1, 2019 at a “make whole” redemption price. On or after March 1, 2019, we may redeem some or all of the notes at a premium that will decrease over time. In addition, at any time prior to March 1, 2019, we may redeem up to 35% of the notes at a redemption price equal to 106.375% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, using proceeds from one or more equity offerings. In the event of a change in control, each holder of the notes may require us to repurchase some or all of the notes at a repurchase price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest to the date of purchase.

Covenants

Our debt facilities impose certain restrictions on us, including restrictions on our ability to: incur debts; create or incur liens; provide guarantees in respect of obligations of any other entity; make redemptions and repurchases of our capital stock; prepay, redeem or repurchase debt; engage in mergers or consolidations; enter into affiliated transactions; dispose of real estate or other assets; and change our business. In addition, the credit agreements governing our Credit Facility limit the amount of dividends we can pay as a percentage of normalized adjusted funds from operations (“FFO”), as defined in the agreements, on a rolling four quarter basis. At June 30, 2017, the

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dividend restriction was 95% of normalized adjusted FFO. The indentures governing our senior unsecured notes also limit the amount of dividends we can pay based on the sum of 95% of FFO, proceeds of equity issuances and certain other net cash proceeds. Finally, our senior unsecured notes require us to maintain total unencumbered assets (as defined in the related indenture) of not less than 150% of our unsecured indebtedness.

In addition to these restrictions, the Credit Facility contains customary financial and operating covenants, including covenants relating to our total leverage ratio, fixed charge coverage ratio, secured leverage ratio, consolidated adjusted net worth, unsecured leverage ratio, and unsecured interest coverage ratio. This Credit Facility also contains customary events of default, including among others, nonpayment of principal or interest, material inaccuracy of representations and failure to comply with our covenants. If an event of default occurs and is continuing under the Credit Facility, the entire outstanding balance may become immediately due and payable. At June 30, 2017, we were in compliance with all such financial and operating covenants.

5. Common Stock/Partners' Capital

Medical Properties Trust, Inc.

On May 1, 2017, we completed an underwritten public offering of approximately 43.1 million shares (including the exercise of the underwriters' 30-day option to purchase an additional 5.6 million shares) of our common stock, resulting in net proceeds of approximately \$548 million, after deducting offering expenses.

During the six months ended June 30, 2016, we sold approximately 3 million shares of common stock under an at-the-market equity offering program, resulting in net proceeds of approximately \$45 million, after deducting approximately \$0.6 million of commissions. There is no availability under this equity offering program at June 30, 2017.

MPT Operating Partnership, L.P.

At June 30, 2017, the Company has a 99.89% ownership interest in the Operating Partnership with the remainder owned by three other partners, two of whom are employees and one of whom is a director. During the six months ended June 30, 2017 and 2016, the Operating Partnership issued approximately 43.1 million units and approximately 3 million units, respectively, in direct response to the common stock offerings by Medical Properties Trust, Inc.

6. Stock Awards

We adopted the 2013 Equity Incentive Plan (the "Equity Incentive Plan") during the second quarter of 2013, which authorizes the issuance of common stock options, restricted stock, restricted stock units, deferred stock units, stock appreciation rights, performance units and awards of interests in our Operating Partnership. The Equity Incentive Plan is administered by the Compensation Committee of the Board of Directors. We have reserved 8,196,770 shares of common stock for awards under the Equity Incentive Plan for which 3.3 million shares remain available for future stock awards as of June 30, 2017. Share-based compensation expense totaled \$4.4 million and \$4.2 million for the six months ended June 30, 2017 and 2016, respectively, of which \$0.3 million relates to the acceleration of vestings on time-based awards previously granted to two retiring board members.

7. Fair Value of Financial Instruments

We have various assets and liabilities that are considered financial instruments. We estimate that the carrying value of cash and cash equivalents and accounts payable and accrued expenses approximate their fair values. We estimate the fair value of our interest and rent receivables using Level 2 inputs such as discounting the estimated future cash flows using the current rates at which similar receivables would be made to others with

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similar credit ratings and for the same remaining maturities. The fair value of our mortgage loans and working capital loans are estimated by using Level 2 inputs such as discounting the estimated future cash flows using the current rates which similar loans would be made to borrowers with similar credit ratings and for the same remaining maturities. We determine the fair value of our senior unsecured notes using Level 2 inputs such as quotes from securities dealers and market makers. We estimate the fair value of our revolving credit facility and term loans using Level 2 inputs based on the present value of future payments, discounted at a rate which we consider appropriate for such debt.

Fair value estimates are made at a specific point in time, are subjective in nature, and involve uncertainties and matters of significant judgment. Settlement of such fair value amounts may not be possible and may not be a prudent management decision. The following table summarizes fair value estimates for our financial instruments (in thousands):

Asset (Liability)	June 30, 2017		December 31, 2016	
	Book Value	Fair Value	Book Value	Fair Value
Interest and rent receivables	\$ 68,537	\$ 68,698	\$ 57,698	\$ 57,707
Loans (1)	984,784	1,009,687	986,987	1,017,428
Debt, net	(3,221,054)	(3,384,541)	(2,909,341)	(2,966,759)

(1) Excludes loans related to Ernest since they are recorded at fair value and discussed below.

Items Measured at Fair Value on a Recurring Basis

Our equity interest in Ernest along with their related loans are measured at fair value on a recurring basis as we elected to account for these investments using the fair value option method. We have elected to account for these investments at fair value due to the size of the investments and because we believe this method is more reflective of current values. We have not made a similar election for other existing equity interests or loans.

At June 30, 2017, these amounts were as follows (in thousands):

Asset Type	Fair Value	Cost	Asset Type Classification
Mortgage loans	\$ 115,000	\$ 115,000	Mortgage loans
Acquisition and other loans	115,742	115,742	Other loans
Equity investments	3,300	3,300	Other assets
	<u>\$ 234,042</u>	<u>\$ 234,042</u>	

Our mortgage and other loans with Ernest are recorded at fair value based on Level 2 inputs by discounting the estimated cash flows using the market rates which similar loans would be made to borrowers with similar credit ratings and the same remaining maturities. Our equity investment in Ernest is recorded at fair value based on Level 3 inputs, by using a discounted cash flow model, which requires significant estimates of our investee such as projected revenue and expenses and appropriate consideration of the underlying risk profile of the forecast assumptions associated with the investee. We classify the equity investment as Level 3, as we use certain unobservable inputs to the valuation methodology that are significant to the fair value measurement, and the valuation requires management judgment due to the absence of quoted market prices. For the cash flow model, our observable inputs include use of a capitalization rate, discount rate (which is based on a weighted-average cost of capital), and market interest rates, and our unobservable input includes an adjustment for a marketability discount ("DLOM") on our equity investment of 40% at June 30, 2017.

In regards to the underlying projection of revenues and expenses used in the discounted cash flow model, such projections are provided by Ernest. However, we will modify such projections (including underlying

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assumptions used) as needed based on our review and analysis of Ernest's historical results, meetings with key members of management, and our understanding of trends and developments within the healthcare industry.

In arriving at the DLOM, we started with a DLOM range based on the results of studies supporting valuation discounts for other transactions or structures without a public market. To select the appropriate DLOM within the range, we then considered many qualitative factors including the percent of control, the nature of the underlying investee's business along with our rights as an investor pursuant to the operating agreement, the size of investment, expected holding period, number of shareholders, access to capital marketplace, etc. To illustrate the effect of movements in the DLOM, we performed a sensitivity analysis below by using basis point variations (dollars in thousands):

Basis Point Change in Marketability Discount	Estimated Increase (Decrease) In Fair Value	
+100 basis points	\$	(52)
- 100 basis points		52

Because the fair value of Ernest investments noted above approximate their original cost, we did not recognize any unrealized gains/losses during the first half of 2017 or 2016. To date, we have not received any distribution payments from our equity investment in Ernest.

8. Earnings Per Share/Common Unit

Medical Properties Trust, Inc.

Our earnings per share were calculated based on the following (in thousands):

	For the Three Months Ended June 30,	
	2017	2016
Numerator:		
Income from continuing operations	\$ 73,796	\$ 53,924
Non-controlling interests' share in net income	(381)	(200)
Participating securities' share in earnings	(100)	(132)
Net income, less participating securities' share in earnings	<u>\$ 73,315</u>	<u>\$ 53,592</u>
Denominator:		
Basic weighted-average common shares	349,856	238,082
Dilutive potential common shares	463	926
Dilutive weighted-average common shares	<u>350,319</u>	<u>239,008</u>

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	For the Six Months Ended June 30,	
	2017	2016
Numerator:		
Income from continuing operations	\$ 141,981	\$ 112,150
Non-controlling interests' share in continuing operations	(596)	(498)
Participating securities' share in earnings	(225)	(276)
Income from continuing operations, less participating securities' share in earnings	141,160	111,376
Loss from discontinued operations attributable to MPT common stockholders	—	(1)
Net income, less participating securities' share in earnings	<u>\$ 141,160</u>	<u>\$ 111,375</u>
Denominator:		
Basic weighted-average common shares	335,456	237,796
Dilutive potential common shares	415	617
Dilutive weighted-average common shares	<u>335,871</u>	<u>238,413</u>

MPT Operating Partnership, L.P.

Our earnings per common unit were calculated based on the following (in thousands):

	For the Three Months Ended June 30,	
	2017	2016
Numerator:		
Income from continuing operations	\$ 73,796	\$ 53,924
Non-controlling interests' share in net income	(381)	(200)
Participating securities' share in earnings	(100)	(132)
Net income, less participating securities' share in earnings	<u>\$ 73,315</u>	<u>\$ 53,592</u>
Denominator:		
Basic weighted-average units	349,856	238,082
Dilutive potential units	463	926
Dilutive weighted-average units	<u>350,319</u>	<u>239,008</u>

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	For the Six Months Ended June 30,	
	2017	2016
Numerator:		
Income from continuing operations	\$ 141,981	\$ 112,150
Non-controlling interests' share in continuing operations	(596)	(498)
Participating securities' share in earnings	(225)	(276)
Income from continuing operations, less participating securities' share in earnings	141,160	111,376
Loss from discontinued operations attributable to MPT Operating Partnership partners	—	(1)
Net income, less participating securities' share in earnings	<u>\$ 141,160</u>	<u>\$ 111,375</u>
Denominator:		
Basic weighted-average units	335,456	237,796
Dilutive potential units	415	617
Dilutive weighted-average units	<u>335,871</u>	<u>238,413</u>

9. Commitments and Contingencies

Commitments

RCCH Commitment

On September 28, 2016, we entered into a definitive agreement to acquire one acute care hospital in Washington for a purchase price of approximately \$17.5 million. Upon closing, this facility will be leased to RCCH, pursuant to the current long-term master lease. Closing of the transaction, which is expected to be completed no later than the fourth quarter of 2017, is subject to customary real estate, regulatory and other closing conditions.

Steward Commitment

On May 18, 2017, we entered into definitive agreements to invest in a portfolio of ten acute care hospitals and one behavioral health facility currently operated by IASIS Healthcare ("IASIS") for a combined purchase price and investment of approximately \$1.4 billion. Following closing, the portfolio will be operated by Steward, which separately announced a simultaneous merger transaction with IASIS, the completion of which is a condition to our investment.

Pursuant to the terms of an asset purchase agreement with IASIS and its affiliates, dated May 18, 2017, subsidiaries of the Operating Partnership will acquire from IASIS and its affiliates all of their interests in the real estate of eight acute care hospitals and one behavioral health facility for an aggregate purchase price of \$700 million. At closing, these facilities will be leased to Steward pursuant to the existing master lease agreement. In addition, pursuant to the terms of the agreement, subsidiaries of the Operating Partnership will make mortgage loans in an aggregate amount of \$700 million, secured by first mortgages in two other acute care hospitals. The real estate master lease and mortgage loans will have substantially similar terms, which have an initial fixed term expiration of October 31, 2031 and include three 5-year extension options, plus annual inflation protected escalators.

In addition, in conjunction with the real estate and mortgage loans transactions described above, a subsidiary of the Operating Partnership will also invest approximately \$100 million in minority preferred interests of Steward. We will have no management authority or control of Steward except for certain protective rights consistent with a minority passive ownership interest, such as a limited right to approve certain extraordinary transactions.

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To assist in funding the Steward commitment, if needed, we received a commitment for a new \$1.0 billion term loan facility pursuant to a commitment letter with JP Morgan Chase Bank, N.A. The term loan facility, if funded, would have a maturity date of one year after the date on which it is consummated, and could be extended an additional 12 months at our option. With this commitment, we paid \$4.5 million of underwriting and other fees, which will be expensed over the commitment period. Through June 30, 2017, we have expensed approximately \$0.8 million as an unutilized financing fee.

Contingencies

We are a party to various legal proceedings incidental to our business. In the opinion of management, after consultation with legal counsel, the ultimate liability, if any, with respect to those proceedings is not presently expected to materially affect our financial position, results of operations or cash flows.

10. Subsequent Events

As described in Note 3 under the heading “2017 Activity,” on July 20, 2016, we entered into definitive agreements to acquire 20 rehabilitation hospitals in Germany for an aggregate purchase price of approximately €215.7 million to be leased to affiliates of MEDIAN. As of June 30, 2017, we had closed on 18 of the 20 facilities in the amount of €176.5 million. The remaining two facilities totaling €39.2 million closed in July 2017.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of the consolidated financial condition and consolidated results of operations are presented on a combined basis for Medical Properties Trust, Inc. and MPT Operating Partnership, L.P. as there are no material differences between these two entities.

The following discussion and analysis of the consolidated financial condition and consolidated results of operations should be read together with the condensed consolidated financial statements and notes thereto contained in this Form 10-Q and the consolidated financial statements and notes thereto contained in our Annual Report on Form 10-K for the year ended December 31, 2016.

Forward-Looking Statements.

This report on Form 10-Q contains certain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results or future performance, achievements or transactions or events to be materially different from those expressed or implied by such forward-looking statements, including, but not limited to, the risks described in our Annual Report on Form 10-K and as updated in our quarterly reports on Form 10-Q for future periods, and current reports on Form 8-K as we file them with the Securities and Exchange Commission (SEC) under the Securities Exchange Act of 1934. Such factors include, among others, the following:

- U.S. (both national and local) and European (in particular Germany, the United Kingdom, Spain, and Italy) political, economic, business, real estate and other market conditions;
- the competitive environment in which we operate;
- the execution of our business plan;
- financing risks;
- the risk that a condition to closing under the agreements governing any or all of our outstanding transactions that have not closed as of the date hereof (including the Steward and RCCH transactions described in Note 9) may not be satisfied;
- acquisition and development risks;
- potential environmental contingencies and other liabilities;
- adverse developments affecting the financial health of one or more of our tenants, including insolvency;
- other factors affecting the real estate industry generally or the healthcare real estate industry in particular;
- our ability to maintain our status as a real estate investment trust, or REIT, for U.S. federal and state income tax purposes;
- our ability to attract and retain qualified personnel;
- changes in foreign currency exchange rates;
- U.S. (both federal and state) and European (in particular Germany, the United Kingdom, Spain, and Italy) healthcare and other regulatory requirements; and
- U.S. national and local economic conditions, as well as conditions in Europe and any other foreign jurisdictions where we own or will own healthcare facilities, which may have a negative effect on the following, among other things:
 - the financial condition of our tenants, our lenders, counterparties to our interest rate swaps and other hedged transactions and institutions that hold our cash balances, which may expose us to increased risks of default by these parties;

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- our ability to obtain equity or debt financing on attractive terms or at all, which may adversely impact our ability to pursue acquisition and development opportunities, refinance existing debt and our future interest expense; and
- the value of our real estate assets, which may limit our ability to dispose of assets at attractive prices or obtain or maintain debt financing secured by our properties or on an unsecured basis.

Key Factors that May Affect Our Operations

Our revenue is derived from rents we earn pursuant to the lease agreements with our tenants, from interest income from loans to our tenants and other facility owners and from profits or equity interests in certain of our tenants' operations. Our tenants operate in the healthcare industry, generally providing medical, surgical and rehabilitative care to patients. The capacity of our tenants to pay our rents and interest is dependent upon their ability to conduct their operations at profitable levels. We believe that the business environment of the industry segments in which our tenants operate is generally positive for efficient operators. However, our tenants' operations are subject to economic, regulatory and market conditions that may affect their profitability, which could impact our results. Accordingly, we monitor certain key factors, changes to which we believe may provide early indications of conditions that may affect the level of risk in our portfolio.

Key factors that we consider in underwriting prospective tenants and borrowers and in monitoring the performance of existing tenants and borrowers include the following:

- admission levels and surgery/procedure/diagnosis volumes by type;
- the current, historical and prospective operating margins (measured by earnings before interest, taxes, depreciation, amortization and facility rent) of each tenant or borrower and at each facility;
- the ratio of our tenants' and borrowers' operating earnings both to facility rent and to facility rent plus other fixed costs, including debt costs;
- trends in the source of our tenants' or borrowers' revenue, including the relative mix of public payors (including Medicare, Medicaid/MediCal, managed care in the U.S. and pension funds in Germany) and private payors (including commercial insurance and private pay patients);
- the effect of evolving healthcare regulations on our tenants' and borrowers' profitability; and
- the competition and demographics of the local and surrounding areas in which the tenants or borrowers operate.

Certain business factors, in addition to those described above that directly affect our tenants and borrowers, will likely materially influence our future results of operations. These factors include:

- trends in the cost and availability of capital, including market interest rates, that our prospective tenants may use for their real estate assets instead of financing their real estate assets through lease structures;
- changes in healthcare regulations that may limit the opportunities for physicians to participate in the ownership of healthcare providers and healthcare real estate;
- reductions in reimbursements from Medicare, state healthcare programs, and commercial insurance providers that may reduce our tenants' or borrowers' profitability and our lease rates;
- competition from other financing sources; and
- the ability of our tenants and borrowers to access funds in the credit markets.

CRITICAL ACCOUNTING POLICIES

Refer to our 2016 Annual Report on Form 10-K, for a discussion of our critical accounting policies, which include revenue recognition, investment in real estate, purchase price allocation, loans, losses from rent

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receivables, stock-based compensation, our fair value option election, and our accounting policy on consolidation. During the six months ended June 30, 2017, there were no material changes to these policies.

Overview

We are a self-advised real estate investment trust (“REIT”) focused on investing in and owning net-leased healthcare facilities across the U.S. and selectively in foreign jurisdictions. We have operated as a REIT since April 6, 2004, and accordingly, elected REIT status upon the filing of our calendar year 2004 federal income tax return. Medical Properties Trust, Inc. was incorporated under Maryland law on August 27, 2003, and MPT Operating Partnership, L.P. was formed under Delaware law on September 10, 2003. We conduct substantially all of our business through MPT Operating Partnership, L.P. We acquire and develop healthcare facilities and lease the facilities to healthcare operating companies under long-term net leases, which require the tenant to bear most of the costs associated with the property. We also make mortgage loans to healthcare operators collateralized by their real estate assets. In addition, we selectively make loans to certain of our operators through our taxable REIT subsidiaries, the proceeds of which are typically used for acquisitions and working capital. Finally, from time to time, we acquire a profits or other equity interest in our tenants that gives us a right to share in such tenant’s profits and losses.

At June 30, 2017, our portfolio consisted of 256 properties leased or loaned to 32 operators, of which two are under development and 12 are in the form of mortgage loans.

Our investments in healthcare real estate, including mortgage and other loans, as well as any equity investments in our tenants are considered a single reportable segment. All of our investments are currently located in the U.S. and Europe. Our total assets are made up of the following (dollars in thousands):

	<u>As of June 30,</u> <u>2017</u>	<u>% of</u> <u>Total</u>	<u>As of December 31,</u> <u>2016</u>	<u>% of</u> <u>Total</u>
Real estate owned (gross)	\$ 5,650,933	77.1%	\$ 4,912,320	76.6%
Mortgage loans	1,062,558	14.5%	1,060,400	16.5%
Other loans	152,968	2.1%	155,721	2.4%
Construction in progress	18,439	0.3%	53,648	0.8%
Other assets	442,939	6.0%	236,447	3.7%
Total assets (1)	<u>\$ 7,327,837</u>	<u>100.0%</u>	<u>\$ 6,418,536</u>	<u>100.0%</u>

(1) Includes \$1.7 billion and \$1.3 billion of healthcare real estate assets in Europe at June 30, 2017 and December 31, 2016, respectively.

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The following is our revenue by operating type (dollar amounts in thousands):

Revenue by property type:

	For the Three Months Ended June 30, 2017	% of Total	For the Three Months Ended June 30, 2016	% of Total
General Acute Care Hospitals (1)	\$ 114,942	68.9%	\$ 76,468	60.5%
Rehabilitation Hospitals	41,065	24.6%	38,265	30.3%
Long-term Acute Care Hospitals	10,800	6.5%	11,567	9.2%
Total revenue	<u>\$ 166,807</u>	<u>100.0%</u>	<u>\$ 126,300</u>	<u>100.0%</u>

	For the Six Months Ended June 30, 2017	% of Total	For the Six Months Ended June 30, 2016	% of Total
General Acute Care Hospitals (1)	\$ 222,068	68.7%	\$ 159,978	61.2%
Rehabilitation Hospitals	79,344	24.6%	76,388	29.3%
Long-term Acute Care Hospitals	21,792	6.7%	24,933	9.5%
Total revenue	<u>\$ 323,204</u>	<u>100.0%</u>	<u>\$ 261,299</u>	<u>100.0%</u>

(1) Includes three medical office buildings.

We have 57 employees as of August 4, 2017. We believe that any foreseeable increase in the number of our employees will have only immaterial effects on our operations and general and administrative expenses. We believe that our relations with our employees are good. None of our employees are members of any labor union.

Results of Operations

Three Months Ended June 30, 2017 Compared to June 30, 2016

Net income for the three months ended June 30, 2017, was \$73.4 million, compared to \$53.7 million for the three months ended June 30, 2016. This increase is due to additional revenue from the Steward and MEDIAN investments made in the fourth quarter of 2016 and the second quarter of 2017, partially offset by increased depreciation and acquisition expense and the \$16.6 million gain on sale of properties in the 2016 second quarter. Funds from operations ("FFO"), after adjusting for certain items (as more fully described in Reconciliation of Non-GAAP Financial Measures), was \$113.6 million, or \$0.32 per diluted share for the 2017 second quarter as compared to \$75.5 million, or \$0.32 per diluted share for the 2016 second quarter. This 50% increase in FFO is primarily due to the increase in revenue from our new investments made since June 2016.

A comparison of revenues for the three month periods ended June 30, 2017 and 2016 is as follows (dollar amounts in thousands):

	2017	% of Total	2016	% of Total	Year over Year Change
Rent billed	\$103,447	62.0%	\$ 77,960	61.7%	32.7%
Straight-line rent	16,277	9.8%	8,551	6.8%	90.4%
Income from direct financing leases	18,312	11.0%	13,552	10.7%	35.1%
Interest and fee income	28,771	17.2%	26,237	20.8%	9.7%
Total revenues	<u>\$166,807</u>	<u>100.0%</u>	<u>\$126,300</u>	<u>100.0%</u>	<u>32.1%</u>

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Our total revenue for the 2017 second quarter is up \$40.5 million or 32.1% over the prior year. This increase is made up of the following:

- Operating lease revenue (including rent billed and straight-line rent) – up \$33.2 million over the prior year of which \$29.3 million is incremental revenue from acquisitions made after June 30, 2016, \$5.9 million is incremental revenue from development properties that were completed and put into service in 2016 and 2017, \$0.7 million is incremental revenue from capital additions made to existing facilities in 2016 and 2017, \$1.4 million relates to the conversion of certain RCCH facilities in 2016 from direct financing leases into operating leases, and a \$0.5 million straight line rent write-off related to our Corinth facility in the 2016 second quarter. These increases were partially offset by \$3.8 million of lower revenue related to dispositions and \$1.0 million in foreign currency fluctuations.
- Income from direct financing leases – up \$4.8 million over the prior year of which \$0.2 million is from our annual escalation provisions in our leases, \$0.9 million is incremental revenue from acquisitions made after June 30, 2016, \$3.0 million relates to the conversion of certain Prime facilities in 2016 from mortgages into direct financing leases, and a \$2.6 million write-off related to the RCCH facilities that converted from direct financing leases into operating leases in 2016. These increases were partially offset by \$2.0 million of lower revenue related to those RCCH facilities that converted from direct financing leases into operating leases in the 2016 second quarter.
- Interest from loans – up \$2.5 million over the prior year of which \$11.3 million is incremental revenue from new loans (primarily Steward mortgage loans) made after June 30, 2016. This increase was partially offset by \$6.6 million of lower revenue from loans that were repaid in 2016 and \$2.2 million of lower revenue related to the conversion of certain Prime facilities from mortgages to direct financing leases post June 30, 2016.

Real estate depreciation and amortization during the second quarter of 2017 increased to \$29.5 million from \$22.8 million in 2016, due to the incremental depreciation from the properties acquired since June 30, 2016 and the development properties completed in 2016 and 2017. In the 2016 second quarter, we accelerated the amortization of the lease intangible asset related to our Corinth facility resulting in \$1.1 million of additional expense.

Acquisition expenses increased from \$4.8 million in 2016 to \$10.8 million in 2017 primarily as a result of the MEDIAN acquisitions in 2017, including approximately \$9.0 million of real estate transfer taxes.

During the three months ended June 30, 2016, we had various dispositions resulting in a net gain on sale of real estate and other asset dispositions of \$16.6 million and impairment charges of \$7.4 million (see Note 3 to Item 1 of this Form 10-Q for further details).

General and administrative expenses totaled \$15.1 million for the 2017 second quarter, which is 9.0% of total revenues, down from 9.5% of total revenues in prior year second quarter. The drop in general and administrative expenses as a percentage of revenue is primarily due to our business model as we can generally increase our revenue significantly without increasing our head count and related expenses at the same rate. On a dollar basis, general and administrative expenses were up \$3.0 million from the prior year second quarter due primarily to increases in travel, international administration, costs associated with opening a European office, compensation related to increased headcount and public company board expenses.

Interest expense, for the quarters ended June 30, 2017 and 2016, totaled \$39.7 million and \$41.5 million, respectively. This decrease is primarily related to lower interest rates on fixed rate debt held during the quarter ended June 30, 2017 as compared to June 30, 2016. Our weighted average interest rate was 4.6% for the quarter ended June 30, 2017, which is a slight decrease from 5.1% in 2016. We did incur approximately \$0.8 million in unutilized facility fees during the 2017 second quarter related to the short term loan commitment we made in anticipation of the \$1.5 billion Steward acquisition described in Note 9 and in Item 1 of this Form 10-Q. See Note 4 to our Condensed Consolidated Financial Statements in Item 1 to this Form 10-Q for further information on our debt activities.

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Earnings from our equity interests was \$2.8 million for the 2017 second quarter, up \$1.6 million from the prior year primarily related to our increased ownership in and the improved operating results of the operator of our Hoboken facility.

Income tax expense typically includes U.S. federal and state income taxes on our TRS entities, as well as non-U.S. income based or withholding taxes on certain investments located in jurisdictions outside the U.S. The income tax benefit for the three months ended June 30, 2017, was primarily due to \$1.3 million of benefit recognized on approximately \$8.8 million of acquisition costs incurred on our European investments. We utilize the asset and liability method of accounting for income taxes. Deferred tax assets are recorded to the extent we believe these assets will more likely than not be realized. In making such determination, all available positive and negative evidence is considered, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies, and recent financial performance. Based upon our review of all positive and negative evidence, including our three-year cumulative pre-tax book loss position in many entities, we concluded that a full valuation allowance should continue to be recorded against the majority of our U.S. and certain of our international net deferred tax assets at June 30, 2017. In the future, if we determine that it is more likely than not that we will realize our U.S. and foreign net deferred tax assets, we will reverse the applicable portion of the valuation allowance, recognize an income tax benefit in the period in which such determination is made, and incur higher income taxes in future periods.

Six Months Ended June 30, 2017 Compared to June 30, 2016

Net income for the six months ended June 30, 2017, was \$141.4 million compared to net income of \$111.7 million for the six months ended June 30, 2016, primarily due to additional revenue from the MEDIAN, Steward, and RCCH investments made in the fourth quarter of 2016 and the second quarter of 2017, completed development projects, a \$7.4 million gain on the sale of our facility in Muskogee, Oklahoma, and increased income from our equity investments, partially offset by a \$14.4 million debt refinancing charge in 2017, higher depreciation expenses from investments made subsequent to June 30, 2016, increased acquisition and travel expense, and the \$16.7 million gain on sale of several properties in the first half of 2016. FFO, after adjusting for certain items (as more fully described in Reconciliation of Non-GAAP Financial Measures), was \$219.6 million, or \$0.65 per diluted share for the first six months in 2017 as compared to \$159.0 million, or \$0.67 per diluted share for the first six months of 2016. This 38.1% increase in FFO is primarily due to the increase in revenue from acquisitions and completed development projects made since June 2016, while FFO per share is lower in the first half of 2017 compared to prior year due to more shares outstanding from the September 2016 and May 2017 equity offerings.

A comparison of revenues for the six month periods ended June 30, 2017 and 2016 is as follows (dollar amounts in thousands):

	<u>2017</u>	<u>% of Total</u>	<u>2016</u>	<u>% of Total</u>	<u>Year over Year Change</u>
Rent billed	\$200,210	61.9%	\$152,021	58.2%	31.7%
Straight-line rent	29,056	9.0%	16,768	6.4%	73.3%
Income from direct financing leases	36,192	11.2%	32,503	12.4%	11.3%
Interest and fee income	57,746	17.9%	60,007	23.0%	(3.8%)
Total revenues	<u>\$323,204</u>	<u>100.0%</u>	<u>\$261,299</u>	<u>100.0%</u>	23.7%

Our total revenue for the first six months of 2017 is up \$61.9 million or 23.7% over the prior year. This increase is made up of the following:

- Operating lease revenue (including rent billed and straight-line rent) – up \$60.5 million over the prior year of which \$0.4 million is from our annual escalation provisions in our leases, \$50.5 million is

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incremental revenue from acquisitions made after June 30, 2016, \$11.2 million is incremental revenue from development properties that were completed and put into service in 2016 and 2017, \$1.1 million is incremental revenue from capital additions made to existing facilities in 2017 and 2016, \$5.6 million relates to the conversion of certain RCCH facilities in 2016 from direct financing leases into operating leases, and a \$0.5 million straight-line rent write-off related to our Corinth facility in the 2016 second quarter. These increases are partially offset by \$7.2 million lower revenue related to dispositions and \$2.2 million in foreign currency fluctuations.

- Income from direct financing leases – up \$3.7 million over the prior year of which \$0.4 million is from our annual escalation provisions in our leases, \$2.6 million is incremental revenue from acquisitions made after June 30, 2016, \$6 million relates to the conversion of certain Prime facilities in 2016 from mortgages into direct financing leases, and a \$2.6 million write-off related to the RCCH facilities that converted from direct financing leases into operating leases in 2016. These increases were partially offset by \$7.9 million of lower revenue related to those RCCH facilities that converted from direct financing leases into operating leases in the first half of 2016.
- Interest from loans – down \$2.3 million over prior year of which \$21.2 million is from less interest revenue earned in 2017 from loans that were repaid in 2016 and \$4.3 million of lower interest revenue related to the conversion of certain Prime facilities from mortgages to direct financing leases post June 30, 2016. These decreases are partially offset by \$0.8 million in higher revenue from our annual escalation provisions in our loans and \$22.5 million in higher revenue from new loans (primarily Steward) made after June 30, 2016.

Real estate depreciation and amortization during the first six months of 2017 increased to \$57.1 million from \$44.0 million in the same period of 2016 due to the incremental depreciation from the properties acquired and the development properties completed in 2016 and 2017. In the 2016 second quarter, we accelerated the amortization of the lease intangible asset related to our Corinth facility resulting in \$1.1 million of additional expense.

Acquisition expenses increased from \$3.7 million in 2016 to \$13.6 million in 2017 primarily as a result of the MEDIAN and Steward acquisitions in 2017, including \$9.5 million of real estate transfer taxes incurred on the MEDIAN acquisitions.

During the six months ended June 30, 2017, we sold the Muskogee, Oklahoma facility resulting in a net gain on sale of real estate of \$7.4 million, while in the first six months of 2016, we had various dispositions resulting in a net gain on sale of real estate and other asset dispositions of \$16.7 million and impairment charges of \$7.4 million (see Note 3 to Item 1 of this Form 10-Q for further details).

Earnings from our equity interests increased from a loss of \$3.8 million in 2016 to a gain of \$4.5 million in 2017. The loss in 2016 includes \$5.3 million of acquisition expenses, representing our share of such expenses incurred by our Italian joint venture to acquire its eight hospital properties. In addition, 2017 includes \$3.0 million of additional income related to our increased ownership in and improved operating results of the operator of our Hoboken facility.

General and administrative expenses in the first six months of 2017 totaled \$28.3 million, which is 8.7% of revenues down from 9.0% of revenues in the prior year. The decline in general and administrative expenses as a percentage of revenues is primarily due to our business model as we can generally increase our revenues significantly without increasing our head count and related expense at the same rate. On a dollar basis, general and administrative expenses were up \$4.8 million from the prior year first six months due primarily to increases in travel, international administration, costs associated with opening a European office, compensation related to increased headcount and public company board expenses.

Interest expense for the first six months of 2017 and 2016 totaled \$77.7 million and \$80.9 million, respectively. This decrease is primarily related to lower interest rates on our fixed rate debt. Our weighted average interest rate is

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slightly lower period over period – 4.6% for the first six months of 2017 and 4.7% for the first six months of 2016. We did incur \$14.4 million of unutilized facility fees/debt refinancing costs in the first half of 2017 from the new credit facility and payoff of our 5.750% Senior Unsecured Notes due 2020 (see Note 4 in Item 1 to this Form 10-Q for further information on our debt activities) along with the short-term loan commitment we made in anticipation of the Steward acquisition described in Note 9 in Item 1 of this Form 10-Q.

Income tax expense for the six months ended June 30, 2017 decreased by \$0.4 million from the same period in 2016 primarily due to \$1.4 million of benefit recognized on approximately \$9.6 million of acquisition costs incurred on our European investments in the first half of 2017. This tax benefit in 2017 was offset by additional tax expense from the acquisition of additional international properties and a distribution from one of our international equity investments in 2017.

Reconciliation of Non-GAAP Financial Measures

Funds From Operations

Investors and analysts following the real estate industry utilize funds from operations, or FFO, as a supplemental performance measure. FFO, reflecting the assumption that real estate asset values rise or fall with market conditions, principally adjusts for the effects of GAAP depreciation and amortization of real estate assets, which assumes that the value of real estate diminishes predictably over time. We compute FFO in accordance with the definition provided by the National Association of Real Estate Investment Trusts, or NAREIT, which represents net income (loss) (computed in accordance with GAAP), excluding gains (losses) on sales of real estate and impairment charges on real estate assets, plus real estate depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures.

In addition to presenting FFO in accordance with the NAREIT definition, we also disclose normalized FFO, which adjusts FFO for items that relate to unanticipated or non-core events or activities or accounting changes that, if not noted, would make comparison to prior period results and market expectations less meaningful to investors and analysts.

We believe that the use of FFO, combined with the required GAAP presentations, improves the understanding of our operating results among investors and the use of normalized FFO makes comparisons of our operating results with prior periods and other companies more meaningful. While FFO and normalized FFO are relevant and widely used supplemental measures of operating and financial performance of REITs, they should not be viewed as a substitute measure of our operating performance since the measures do not reflect either depreciation and amortization costs or the level of capital expenditures and leasing costs necessary to maintain the operating performance of our properties, which can be significant economic costs that could materially impact our results of operations. FFO and normalized FFO should not be considered an alternative to net income (loss) (computed in accordance with GAAP) as indicators of our financial performance or to cash flow from operating activities (computed in accordance with GAAP) as an indicator of our liquidity.

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The following table presents a reconciliation of net income attributable to MPT common stockholders to FFO for the three and six months ended June 30, 2017 and 2016 (in thousands, except per share data):

	For the Three Months Ended		For the Six Months Ended	
	June 30, 2017	June 30, 2016	June 30, 2017	June 30, 2016
FFO information:				
Net income attributable to MPT common stockholders	\$ 73,415	\$ 53,724	\$ 141,385	\$ 111,651
Participating securities' share in earnings	(100)	(132)	(225)	(276)
Net income, less participating securities' share in earnings	\$ 73,315	\$ 53,592	\$ 141,160	\$ 111,375
Depreciation and amortization	30,027	23,335	58,126	44,807
Gain on sale of real estate	—	(22,613)	(7,413)	(22,653)
Funds from operations	\$ 103,342	\$ 54,314	\$ 191,873	\$ 133,529
Write-off of straight line rent and other	—	3,063	1,117	3,063
Transaction costs from non-real estate dispositions	—	5,975	—	5,975
Acquisition expenses, net of tax benefit	9,539	4,801	12,184	9,034
Impairment charges	—	7,375	—	7,375
Unutilized financing fees / debt refinancing costs	751	—	14,380	4
Normalized funds from operations	<u>\$ 113,632</u>	<u>\$ 75,528</u>	<u>\$ 219,554</u>	<u>\$ 158,980</u>
Per diluted share data:				
Net income, less participating securities' share in earnings	\$ 0.21	\$ 0.22	\$ 0.42	\$ 0.47
Depreciation and amortization	0.08	0.10	0.17	0.18
Gain on sale of real estate	—	(0.09)	(0.02)	(0.09)
Funds from operations	\$ 0.29	\$ 0.23	\$ 0.57	\$ 0.56
Write-off of straight line rent and other	—	0.01	—	0.01
Transaction costs from non-real estate dispositions	—	0.03	—	0.03
Acquisition expenses, net of tax benefit	0.03	0.02	0.04	0.04
Impairment charges	—	0.03	—	0.03
Unutilized financing fees / debt refinancing costs	—	—	0.04	—
Normalized funds from operations	<u>\$ 0.32</u>	<u>\$ 0.32</u>	<u>\$ 0.65</u>	<u>\$ 0.67</u>

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Total Gross Assets

Total gross assets is total assets before accumulated depreciation/amortization and assumes all real estate binding commitments on new investments and unfunded amounts on development deals and commenced capital improvement projects are fully funded, and assumes cash on hand is fully used in these transactions. We believe total gross assets is useful to investors as it provides a more current view of our portfolio and allows for a better understanding of our concentration levels as our binding commitments close and our other commitments are fully funded. The following table presents a reconciliation of total assets to total gross assets (in thousands):

	<u>As of June 30, 2017</u>	<u>As of December 31, 2016</u>
Total Assets	\$ 7,327,837	\$ 6,418,536
Add:		
Binding real estate commitments on new investments(1)	1,562,290	288,647
Unfunded amounts on development deals and commenced capital improvement projects(2)	91,189	194,053
Accumulated depreciation and amortization	384,826	325,125
Less:		
Cash and cash equivalents	(236,364)	(83,240)
Total Gross Assets	<u>\$ 9,129,778</u>	<u>\$ 7,143,121</u>

- (1) Reflects post June 30, 2017 transactions and commitments, including 11 Steward facilities, one RCCH facility, and two facilities in Germany and post December 31, 2016 transactions and commitments, including two RCCH facilities, and 14 facilities in Germany.
- (2) Includes \$51.6 million and \$109.1 million unfunded amounts on ongoing development projects and \$39.6 million and \$84.9 million unfunded amounts on capital improvement projects and development projects that have commenced rent, as of June 30, 2017 and December 31, 2016, respectively.

LIQUIDITY AND CAPITAL RESOURCES

2017 Cash Flow Activity

During the first half of 2017, we generated \$154.9 million of cash flows from operating activities, primarily consisting of rent and interest from mortgage and other loans. We used these operating cash flows along with cash on-hand to fund our dividends of \$151.7 million and certain investing activities.

Certain other investing and financing activities in the first half of 2017 included:

- a) On February 1, 2017, we replaced our credit facility with a new facility resulting in a \$50 million reduction in our U.S. dollar term loan and a new €200 million term loan;
- b) On March 4, 2017, we redeemed our 5.750% Senior Unsecured Notes due 2020 for €200 million plus a redemption premium using proceeds from our €200 million term loan and cash on hand;
- c) On March 24, 2017, we completed a €500 million senior unsecured notes offering and used a portion of the proceeds to pay off our €200 million term loan, and the remaining proceeds were used to acquire 12 facilities to be leased to MEDIAN for €146.4 million;
- d) On March 31, 2017, we sold the EASTAR Health System real estate in Muskogee, Oklahoma for approximately \$64 million; and

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e) On May 1, 2017, we completed an underwritten public offering of 43.1 million shares resulting in net proceeds of approximately \$548 million. We used a portion of these proceeds to acquire eight facilities for \$301.3 million (leased to Steward), a facility in Idaho for \$87.5 million (leased to RCCH) and two other facilities for \$40 million (leased to Alecto).

In the first half of 2017, we received a commitment for a new \$1.0 billion term loan facility pursuant to a commitment letter with JP Morgan Chase Bank, N.A. This term loan facility is available to partially fund the \$1.5 billion Steward transaction disclosed in Note 9 to Item 1 of this Form 10-Q. This term loan has not been funded as of August 4, 2017.

2016 Cash Flow Activity

During the first half of 2016, we generated \$137.3 million of cash flows from operating activities, primarily consisting of rent and interest from mortgage and other loans. We used these operating cash flows along with cash on-hand to fund our dividends of \$104.8 million and certain investing activities.

On February 22, 2016, we completed the 6.375% Senior Unsecured Notes due 2024 offering for \$500 million. On April 30, 2016, we closed on the Capella Transaction (as further discussed in Note 3 to Item 1 of this Form 10-Q) resulting in net proceeds of \$550 million along with an additional \$50 million once we sold our investment in RegionalCare bonds in June 2016. On May 23, 2016, we sold our investment in five properties leased and operated by Post Acute for \$71 million. On June 17, 2016, we sold our investment in one property leased and operated by Corinth Investor Holdings for \$28 million. Finally, during June 2016, we sold 3 million shares under our at-the-market offering program realizing net proceeds of approximately \$45 million. We used these proceeds to reduce our revolving credit facility by \$1.1 billion during 2016 and fund our remaining investing activities.

Short-term Liquidity Requirements: As of June 30, 2017, we have less than \$0.2 million in debt principal payments due in 2017 — see debt maturity schedule below. At August 4, 2017, our availability under our revolving credit facility plus cash on-hand approximated \$1.2 billion. We believe this liquidity and our current monthly cash receipts from rent and loan interest is sufficient to fund our operations, debt and interest obligations, the expected funding requirements on our development projects, and dividends in order to comply with REIT requirements for the next twelve months. In addition, with the additional availability from the \$1.0 billion term loan facility commitment as discussed above, we believe we have the liquidity to fund the \$1.5 billion Steward transaction firm commitment. We do believe other sources of capital (including senior unsecured notes, entering into joint venture arrangements and strategic property sales) are generally available as well. However, there is no assurance that such capital will be available when needed for such firm commitment or that our attempts to gain such capital will be successful.

Long-term Liquidity Requirements: Exclusive of the revolving credit facility (which we can extend for an additional year to February 2022), we have only \$13 million in debt principal payments due over the next five years (see debt maturity schedule below). With our liquidity at August 4, 2017 of approximately \$1.2 billion along with our current monthly cash receipts from rent and loan interest, we believe we have the liquidity available to us to fund our operations, debt and interest obligations, dividends in order to comply with REIT requirements, and the expected funding requirements on our development projects currently.

However, in order to fund our investment strategies (including the \$1.5 billion Steward transaction firm commitment) and to fund debt maturities coming due in 2022 and later years, additional capital will be needed and we believe the following sources of capital are generally available in the market and we may access one or a combination of them:

- availability under the \$1.0 billion term commitment designated specifically for the Steward transaction,
- amending or entering into new bank term loans,
- issuing of new USD or EUR denominated debt securities, including senior unsecured notes,

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- placing new secured loans on real estate located in the U.S. and/or Europe,
- entering into joint venture arrangements,
- proceeds from strategic property sales, and/or
- sale of equity securities.

However, there is no assurance that conditions will be favorable for such possible transactions or that our plans will be successful.

As of June 30, 2017, principal payments due on our debt (which exclude the effects of any discounts, premiums, or debt issue costs recorded) are as follows (in thousands):

2017	\$ 162
2018	12,781
2019	—
2020	—
2021	250,210
Thereafter	2,992,600
Total	\$ 3,255,753

Disclosure of Contractual Obligations

We presented our contractual obligations in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016. Except for the issuance of our new Credit Facility and the 3.325% Senior Unsecured Notes due 2025 along with redemption of our 5.750% Senior Unsecured Notes due 2020, there have been no significant changes in the debt related obligation during the six months ended June 30, 2017. See Note 4 of Item 1 of this Form 10-Q for more detailed information. In regards to purchase obligations, the only significant change in 2017 was our \$1.5 billion Steward commitment – see Note 9 of Item 1 of this Form 10-Q for further details.

The following table updates our contractual obligations schedule for the new Credit Facility, the 3.325% Senior Unsecured Notes due 2025 offering, along with the redemption of our 5.750% Senior Unsecured Notes due 2020 (in thousands):

Contractual Obligations	Less Than 1 Year	1-3 Years	3-5 Years	After 5 Years	Total
Revolving credit facility (1)	\$ 9,384	\$18,768	\$255,684	\$ —	\$283,836
Term loans	18,932	11,046	208,780	—	238,758
3.325% Senior Unsecured Notes due 2025	18,996	37,991	37,991	628,287	723,265
5.750% Senior Unsecured Notes due 2020	—	—	—	—	—

(1) As of June 30, 2017, we have a \$1.3 billion revolving credit facility. However, this table assumes the balance outstanding under the revolver and rate in effect at June 30, 2017 remain in effect through maturity.

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Distribution Policy

The table below is a summary of our distributions declared during the two year period ended June 30, 2017:

<u>Declaration Date</u>	<u>Record Date</u>	<u>Date of Distribution</u>	<u>Distribution per Share</u>
May 25, 2017	June 15, 2017	July 14, 2017	\$ 0.24
February 16, 2017	March 16, 2017	April 13, 2017	\$ 0.24
November 10, 2016	December 8, 2016	January 12, 2017	\$ 0.23
August 18, 2016	September 15, 2016	October 13, 2016	\$ 0.23
May 19, 2016	June 16, 2016	July 14, 2016	\$ 0.23
February 19, 2016	March 17, 2016	April 14, 2016	\$ 0.22
November 12, 2015	December 10, 2015	January 14, 2016	\$ 0.22
August 20, 2015	September 17, 2015	October 15, 2015	\$ 0.22

We intend to pay to our stockholders, within the time periods prescribed by the Internal Revenue Code (“Code”), all or substantially all of our annual taxable income, including taxable gains (if any) from the sale of real estate and recognized gains on the sale of securities. It is our policy to make sufficient cash distributions to stockholders in order for us to maintain our status as a REIT under the Code and to avoid corporate income and excise taxes on undistributed income. See Note 4 to our condensed consolidated financial statements in Item 1 to this Form 10-Q for any restrictions placed on dividends by our existing credit facility.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market risk includes risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market sensitive instruments. We seek to mitigate the effects of fluctuations in interest rates by matching the terms of new investments with new long-term fixed rate borrowings to the extent possible. We may or may not elect to use financial derivative instruments to hedge interest rate or foreign currency exposure. For interest rate hedging, these decisions are principally based on our policy to match our variable rate investments with comparable borrowings, but are also based on the general trend in interest rates at the applicable dates and our perception of the future volatility of interest rates. For foreign currency hedging, these decisions are principally based on how our investments are financed, the long-term nature of our investments, the need to repatriate earnings back to the U.S. and the general trend in foreign currency exchange rates.

In addition, the value of our facilities will be subject to fluctuations based on changes in local and regional economic conditions and changes in the ability of our tenants to generate profits, all of which may affect our ability to refinance our debt, if necessary. The changes in the value of our facilities would be impacted also by changes in “cap” rates, which is measured by the current base rent divided by the current market value of a facility.

Our primary exposure to market risks relates to fluctuations in interest rates and foreign currency. The following analyses present the sensitivity of the market value, earnings and cash flows of our significant financial instruments to hypothetical changes in interest rates and exchange rates as if these changes had occurred. The hypothetical changes chosen for these analyses reflect our view of changes that are reasonably possible over a one-year period. These forward looking disclosures are selective in nature and only address the potential impact from these hypothetical changes. They do not include other potential effects which could impact our business as a result of changes in market conditions. In addition, they do not include measures we may take to minimize our exposure such as entering into future interest rate swaps to hedge against interest rate increases on our variable rate debt.

Interest Rate Sensitivity

For fixed rate debt, interest rate changes affect the fair market value but do not impact net income to common stockholders or cash flows. Conversely, for floating rate debt, interest rate changes generally do not

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affect the fair market value but do impact net income to common stockholders and cash flows, assuming other factors are held constant. At June 30, 2017, our outstanding debt totaled \$3.2 billion, which consisted of fixed-rate debt of \$2.7 billion and variable rate debt of \$0.5 billion. If market interest rates increase by 1%, the fair value of our debt at June 30, 2017 would decrease by \$3.8 million. Changes in the fair value of our fixed rate debt will not have any impact on us unless we decided to repurchase the debt in the open market.

If market rates of interest on our variable rate debt increase by 1%, the increase in annual interest expense on our variable rate debt would decrease future earnings and cash flows by \$0.1 million per year. If market rates of interest on our variable rate debt decrease by 1%, the decrease in interest expense on our variable rate debt would increase future earnings and cash flows by \$0.1 million per year. This assumes that the average amount outstanding under our variable rate debt for a year is \$0.5 billion, the balance of such variable rate debt at June 30, 2017.

Foreign Currency Sensitivity

With our investments in Germany and throughout Europe, we are subject to fluctuations in the euro and British pound to U.S. dollar currency exchange rates. Increases or decreases in the value of the euro to U.S. dollar and the British pound to U.S. dollar exchange rates may impact our financial condition and/or our results of operations. Based solely on operating results to-date in 2017 and on an annualized basis, if the euro exchange rate were to change by 5%, our FFO would change by approximately \$3.7 million. Based solely on operating results to-date in 2017 and on an annualized basis, if the British pound exchange rate were to change by 5%, our FFO would change by less than \$0.2 million.

Item 4. Controls and Procedures.

We have adopted and maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b), under the Securities Exchange Act of 1934, as amended, we have carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the quarter covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in timely alerting them to material information required to be disclosed by us in the reports that we file with the SEC.

There has been no change in our internal control over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

The information contained in Note 9 “Contingencies” of Part I, Item 1 of this Quarterly Report on Form 10-Q is incorporated by reference into this Item 1.

Item 1A. Risk Factors.

Except to the extent set forth below or as otherwise disclosed in this Quarterly Report on Form 10-Q, there have been no material changes to the Risk Factors as presented in our Annual Report on Form 10-K for the year ended December 31, 2016.

We may fail to consummate the Steward transactions at all or on the terms described herein, and, if the Steward transactions are completed, we may be subject to additional risks.

If the Steward transactions (described in Note 9 of Item 1) are not completed, we could be subject to a number of risks that may adversely affect our business, financial condition, cash flows and the trading price of our common stock, including:

- our management’s attention may be diverted from our day-to-day business and our employees and our relationships with customers may be disrupted as a result of efforts relating to attempting to consummate the Steward transactions;
- the trading price of our common stock may decline to the extent that the issue price of our common stock reflects a market assumption that the Steward transactions will be completed;
- we must pay certain costs related to the Steward transactions, such as legal and accounting fees and expenses, regardless of whether the Steward transactions are consummated; and
- we would not realize the benefits we expect to realize from consummating the Steward transactions.

In addition to the risks described in our 2016 10-K relating to healthcare facilities that we may purchase from time to time, if the Steward transactions are completed, we would also be subject to additional risks, including without limitation the following:

- we have no previous business experience with the facilities that we expect to acquire in the Steward transactions, and we may face difficulties in successfully integrating them with our current portfolio and operating structure;
- underperformance of the facilities we expect to acquire in the Steward transactions due to various factors, including unfavorable terms and conditions of any existing financing arrangements, the master lease or mortgage loans relating to the facilities, disruptions caused by the integration of such facilities or changes in economic conditions;
- the properties to be acquired in the Steward transactions and leased to Steward are located in states where Steward has never operated before, and Steward may incur costs or setbacks as they gain experience in new markets and geographic regions;
- diversion of our management’s attention away from other business concerns; and
- exposure to any undisclosed or unknown potential liabilities relating to the facilities that we expect to acquire in the Steward transactions.

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Our revenues will be dependent upon our relationship with and success of our largest tenants, Steward, Prime, MEDIAN, Ernest, RCCH and Adeptus Health.

As of June 30, 2017, affiliates of Steward, Prime, MEDIAN, Ernest, RCCH and Adeptus Health represent 37.4%, 12.2%, 11.9%, 6.9%, 5.5% and 4.6%, respectively, of our total total gross assets.

Our relationships with these operators and their financial performance and resulting ability to satisfy their lease and loan obligations to us are material to our financial results and our ability to service our debt and make distributions to our stockholders. We are dependent upon the ability of these operators to make rent and loan payments to us, and any failure to meet these obligations could have a material adverse effect on our financial condition and results of operations.

Our tenants operate in the healthcare industry, which is highly regulated by federal, state, and local laws and changes in regulations may negatively impact our tenants' operations until they are able to make the appropriate adjustments to their business. For example, recent modifications to regulations concerning patient criteria and reimbursement for long-term acute care hospitals, or LTACHs, have resulted in volume and profitability declines in certain facilities operated by Ernest.

We are aware of various federal and state inquiries, investigations and other proceedings currently affecting several of our tenants and would expect such government compliance and enforcement activities to be ongoing at any given time with respect to one or more of our tenants, either on a confidential or public basis. During the second quarter of 2016, the Department of Justice joined a lawsuit against Prime alleging irregular admission practices intended to increase the number of inpatient care admissions of Medicare patients, including unnecessarily classifying some patients as "inpatient" rather than "observation". Other large acute hospital operators have also recently defended similar allegations, sometimes resulting in financial settlements and agreements with regulators to modify admission policies, resulting in lower reimbursements for those patients.

Our tenants experience operational challenges from time-to-time, and this can be even more of a risk for those tenants that grow via acquisitions in a short time frame like Steward, Prime, Adeptus Health, etc. The ability of a company to integrate newly acquired businesses into their existing operational, financial reporting and collection systems is important to ensure the success of the overall enterprise. If such integration is not successfully implemented in a timely manner, operators can be negatively impacted whether it be through write-offs of uncollectible accounts receivable (similar to Prime's expected write-offs of six to seven percent of their 2016 revenues) or worse in the case of Adeptus Health.

On April 19, 2017, Adeptus Health filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of Texas, Dallas Division, to pursue a Chapter 11 reorganization plan (the "Plan"). Pursuant to and subject to the terms of the Plan, on the effective date of the Plan, among other things, all of Adeptus Health's existing facility leases with us will be assumed by Deerfield, and, in accordance with section 365(b) of the Bankruptcy Code, all cure amounts due and owing to the MPT lessors under such leases shall be paid. Any failure of Adeptus Health to achieve a successful restructuring in bankruptcy could affect its ability to pay us rent and therefore have a significant adverse effect on our financial condition and results of operations.

An adverse result to Ernest, Prime, Adeptus Health, or one of our larger tenants in regulatory proceedings or financial or operational setbacks may have a material adverse effect on the relevant tenant's operations and financial condition and on its ability to make required lease and loan payments to us, which could negatively affect our ability to service our debt and make distributions to our stockholders. The protections that we have in place to protect against such failure or delay, which can include letters of credit, cross default provisions, parent guarantees, repair reserves and the right to exercise remedies including the termination of the lease and replacement of the operator, may prove to be insufficient, in whole or in part, or may entail further delays. In instances where we have an equity investment in our tenant's operations, in addition to the effect on these tenants' ability to meet their financial obligation to us, our ownership and investment interests may also be negatively impacted.

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Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

- (a) None.
- (b) Not applicable.
- (c) None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

- (a) None.
- (b) None.

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Item 6. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1(1)	Eleventh Supplemental Indenture, dated as of March 24, 2017, by and among MPT Operating Partnership, L.P. and MPT Finance Corporation, as issuers, Medical Properties Trust, Inc., as parent and guarantor, Wilmington Trust, National Association, as trustee, and Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent.
10.1*	IASIS (Project Ignite) Master Agreement, dated as of May 18, 2017, by and among Steward Health Care System LLC and subsidiaries of MPT Operating Partnerships, L.P.
10.2*	Real Property Asset Purchase Agreement, dated as of May 18, 2017, by and among IASIS Healthcare Corporation, as “IASIS”, and subsidiaries of IASIS, as the “Sellers”, and subsidiaries of MPT Operating Partnership, L.P., as the “MPT Parties”.
10.3*	Amendment to Master Lease Agreement, dated as of December 31, 2016, by and among certain Affiliates of MPT Operating Partnership, L.P. and certain Affiliates of Steward Health Care System LLC.
10.4*	Joinder and Amendment to Master Lease Agreement, dated as of May 1, 2017, by and among certain Affiliates of MPT Operating Partnership, L.P. and certain Affiliates of Steward Health Care System LLC.
10.5*	Amendment to Real Estate Loan Agreement, dated as of May 1, 2017, by and among certain Affiliates of MPT Operating Partnership, L.P. and certain Affiliates of Steward Health Care System LLC.
10.6*	Amendment to Master Lease Agreement, dated as of May 2, 2017, by and among certain Affiliates of MPT Operating Partnership, L.P. and certain Affiliates of Steward Health Care System LLC.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934. (Medical Properties Trust, Inc.)
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934. (Medical Properties Trust, Inc.)
31.3*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934. (MPT Operating Partnership, L.P.)
31.4*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934. (MPT Operating Partnership, L.P.)
32.1**	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (Medical Properties Trust, Inc.)
32.2**	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (MPT Operating Partnership, L.P.)
Exhibit 101.INS	XBRL Instance Document
Exhibit 101.SCH	XBRL Taxonomy Extension Schema Document
Exhibit 101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
Exhibit 101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

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<u>Exhibit Number</u>	<u>Description</u>
Exhibit 101.LAB	XBRL Taxonomy Extension Label Linkbase Document
Exhibit 101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
(1)	Incorporated by reference to Registrant's current report on Form 8-K, filed with the Commission on March 27, 2017.
*	Filed herewith.
**	Furnished herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MEDICAL PROPERTIES TRUST, INC.

By: /s/ J. Kevin Hanna

J. Kevin Hanna
Vice President, Controller, Assistant Treasurer,
and Chief Accounting Officer
(Principal Accounting Officer)

MPT OPERATING PARTNERSHIP, L.P.

By: /s/ J. Kevin Hanna

J. Kevin Hanna
Vice President, Controller, Assistant
Treasurer, and Chief Accounting Officer
of the sole member of the general partner
of MPT Operating Partnership, L.P.
(Principal Accounting Officer)

Date: August 9, 2017

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INDEX TO EXHIBITS

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(1) Incorporated by reference to Registrant's current report on Form 8-K, filed with the Commission on March 27, 2017.

* Filed herewith.

** Furnished herewith.

IASIS (PROJECT IGNITE) MASTER AGREEMENT

BY AND AMONG

**STEWARD HEALTH CARE SYSTEM LLC
 (“STEWARD”)**

AND

**MPT OF MESA, LLC, MPT OF WEST MONROE, LLC,
MPT OF PORT ARTHUR, LLC, MPT OF WEST VALLEY CITY, LLC,
MPT OF HOPE-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC,
MPT OF HOUSTON-STEWARD, LLC, MPT OF PHOENIX-STEWARD, LLC,
MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC, MPT OF SALT LAKE CITY-STEWARD,
LLC, MPT OF SAN ANTONIO-STEWARD, LLC, MPT OF TEMPE-STEWARD, LLC, MPT OF
TEXARKANA-STEWARD, LLC, MPT OF LAS VEGAS-STEWARD, LLC, MPT OF LAYTON-
STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, MPT OF HOUSTON RE -
STEWARD, LLC, MPT OF LAYTON RE - STEWARD, LLC, MPT OF MARICOPA RE -
STEWARD, LLC, MPT OF ODESSA RE - STEWARD, LLC, MPT OF OGDEN RE - STEWARD,
LLC, MPT OF PHOENIX RE - STEWARD, LLC, MPT OF PORT ARTHUR RE - STEWARD,
LLC, MPT OF WOODLAND PARK RE - STEWARD, LLC, MPT OF SAN ANTONIO RE -
STEWARD, LLC, MPT OF LEHI-STEWARD, LLC AND MPT SYCAMORE OPKO, LLC**

(COLLECTIVELY, “MPT PARTIES”)

Effective Date: May 18, 2017

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IASIS (PROJECT IGNITE) MASTER AGREEMENT

THIS IASIS (PROJECT IGNITE) MASTER AGREEMENT (“Agreement”) is made and entered into effective as of the 18th day of May, 2017, by and among STEWARD HEALTH CARE SYSTEM LLC, a Delaware corporation (“Steward”), and MPT OF MESA, LLC, MPT OF WEST MONROE, LLC, MPT OF PORT ARTHUR, LLC, MPT OF WEST VALLEY CITY, LLC, MPT OF HOPE-STEWARD, LLC, MPT OF ODESSA-STEWARD, LLC, MPT OF HOUSTON-STEWARD, LLC, MPT OF PHOENIX-STEWARD, LLC, MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, MPT OF SAN ANTONIO-STEWARD, LLC, MPT OF TEMPE-STEWARD, LLC, MPT OF TEXARKANA-STEWARD, LLC, MPT OF LAS VEGAS-STEWARD, LLC, MPT OF LAYTON-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD, LLC, MPT OF HOUSTON RE - STEWARD, LLC, MPT OF LAYTON RE - STEWARD, LLC, MPT OF MARICOPA RE - STEWARD, LLC, MPT OF ODESSA RE - STEWARD, LLC, MPT OF OGDEN RE - STEWARD, LLC, MPT OF PHOENIX RE - STEWARD, LLC, MPT OF PORT ARTHUR RE - STEWARD, LLC, MPT OF WOODLAND PARK RE - STEWARD, LLC, MPT OF SAN ANTONIO RE - STEWARD, LLC, MPT OF LEHI-STEWARD, LLC and MPT SYCAMORE OPCO, LLC, each a Delaware limited liability company (collectively, the “MPT Parties”). Steward and the MPT Parties are herein sometimes referred to individually as a “Party” and collectively, as the “Parties.”

WITNESSETH:

WHEREAS, IASIS Healthcare Corporation, a Delaware corporation (“IASIS”), and certain of its Affiliates (IASIS and each such Affiliate are referred to herein as “IASIS Seller Party” and collectively the “IASIS Seller Parties”) and each of the MPT Parties listed on EXHIBIT A attached hereto under the heading “New MPT Lessors” (collectively, the “New MPT Lessors”) are parties to that certain Real Property Asset Purchase Agreement, dated of even date herewith (as amended, modified, supplemented and/or restated from time to time and including any schedules and exhibits thereto, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement: (i) the applicable IASIS Seller Parties shall sell and the applicable New MPT Lessors shall purchase Owned Real Property and certain related Acquired Assets (each as defined below), and (ii) the existing MPT-IASIS Leases (as defined below) relating to MPT Real Property shall be terminated, all as further described in the Purchase Agreement (collectively, the “Purchase Transaction”);

WHEREAS, immediately following consummation of the Purchase Transaction, MPT SYCAMORE OPCO, LLC, a Delaware limited liability company or its designee (the “MPT Acquisition Lender”) shall loan to Ignite Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Steward (the “Merger Sub”), the sum of Seven Hundred Million and No/100 Dollars (\$700,000,000.00) (the “Acquisition Loan”), which shall be evidenced by the Acquisition Note (as defined below);

WHEREAS, immediately following the closing of the Purchase Transaction and the Acquisition Loan, the Merger Sub will merge with and into IASIS pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated of even date herewith, by and among Steward, Merger Sub, IASIS and Shareholder Representative Services LLC, a Colorado limited liability company (as the same may be amended, modified or supplemented from time to time, the “Merger Agreement”), and IASIS (as the surviving entity) shall become a wholly owned subsidiary of Steward (the “Merger”) and the Acquisition Loan will by operation of law become the obligation of IASIS as successor-by-merger;

WHEREAS, each of the Affiliates of IASIS listed on EXHIBIT A attached hereto under the heading “New Steward Lessees” (collectively, the “New Steward Lessees”) shall become an Affiliate of Steward upon consummation of the Merger and, immediately following the closing of the Purchase Transaction and the Merger, the New Steward Lessees and the applicable Owned Real Property and MPT Real Property will be joined to the Master Lease (as defined below), and such Owned Real Property and MPT Real Property will be leased to the New Steward Lessees pursuant to the Master Lease;

WHEREAS, each of the Affiliates of IASIS listed on EXHIBIT A attached hereto under the heading “New Steward Borrowers” (collectively, the “New Steward Borrowers”) shall become an Affiliate of Steward upon consummation of the Merger and, immediately following the closing of the Merger and the Purchase Transaction: (i) the New Steward Borrowers and each of the MPT Parties listed on EXHIBIT A attached hereto under the heading “New MPT Lenders” (collectively, the “New MPT Lenders”) shall enter into the Realty Agreement (as defined below), pursuant to which each of the New Steward Borrowers will borrow and each of the New MPT Lenders shall loan the New Mortgage Loan Amounts (as defined below); (ii) the New Steward Borrowers and the applicable Mortgaged Real Property (as defined below) will be joined to the Mortgage Loan Agreement (as defined below) on an individual (and not joint and several) basis, which will be further amended to address the transactions contemplated herein; (iii) each of the New Steward Borrowers, as applicable, will execute and deliver the New Stand-Alone Promissory Notes, the New Stand-Alone Mortgages, and the New Stand-Alone Security Agreements (each as defined below) and the other documents contemplated herein; and (iv) contemporaneously therewith, Steward will cause (A) each of the New Steward Borrowers to use the proceeds of the New Mortgage Loan Amounts to pay off all existing intercompany loans from their Affiliates, including any intercompany loans due to IASIS (“Existing Intercompany Loans”), (B) the New Steward Borrowers to use the balance of the proceeds of the New Mortgage Loan Amounts to make new intercompany loans to IASIS in such amounts and on such terms and conditions to be agreed upon by the parties hereto (the “Mirror Loans”), and (C) IASIS to immediately use all of the proceeds of the Mirror Loans, together with all proceeds received from the payoff of the Existing Intercompany Loans, to pay the outstanding balance of the Acquisition Loan in full (collectively, the “Mortgage Transactions”) and, together with the Purchase Transactions, the Merger, and the other transactions contemplated in the Merger Documents (as defined below), the Realty Agreement, and the other Transaction Documents (as defined below), collectively, the “Transactions”);

WHEREAS, certain Affiliates of the MPT Parties (collectively, the “MPT Obligees”) and certain Affiliates of Steward (collectively, the “Steward Obligors”) are currently parties to a number of agreements, including, without limitation, (i) the aforementioned Master Lease and Mortgage Loan Agreement, (ii) the Security Agreement, dated October 3, 2016, (iii) the Guaranty, dated October 3, 2016, (iv) the Guaranty, dated effective May 1, 2017, (v) the Pledge Agreement, dated October 3, 2016, (vi) the Environmental Indemnification Agreement, dated October 3, 2016, (vii) the Noncompetition Agreement, dated October 3, 2016, and (viii) various mortgages and deeds of trust, memoranda of leases, assignments of rents and leases, and other documents previously entered into in connection with the Master Lease and the Mortgage Loan Agreement (as any of the same have been or may hereafter be modified, amended or restated from time to time, and any other agreements and documents hereafter entered into in connection with the transactions contemplated therein, the “MPT Obligation Documents”), evidencing and securing various obligations owed by such Steward Obligors to the MPT Obligees; and

WHEREAS, as a result of the direct and indirect benefits to be received by the Steward Parties (as defined below) and the Steward Obligors by virtue of MPT Parties’ participating in and consummating the Transactions, the Steward Parties and the Steward Obligors desire to enter into the Transaction Documents (as defined below), including without limitation (i) the Steward Parties and Steward Obligors entering into various joinders and amendments to the MPT Obligation Documents together with various new agreements as contemplated herein, each evidencing and securing various

obligations owed by the Steward Parties and the Steward Obligors to the MPT Parties and certain of their Affiliates, and (ii) the New Steward Lessees and New Steward Borrowers entering into certain Assignments of Rents and Leases (as defined below) in favor of the applicable MPT Parties.

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

ARTICLE I DEFINED TERMS

Section 1.1 Certain Defined Terms. Capitalized terms used herein shall have the respective meanings ascribed to them in this Section 1.1.

“Acquisition Loan” has the meaning set forth in the preamble hereof.

“Acquisition Note” means that certain Promissory Note, made by the Merger Sub in favor of and for the benefit of the MPT Acquisition Lender, which shall evidence the Acquisition Loan and which shall be in substantially the form attached hereto as EXHIBIT B.

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

“Agreement” has the meaning set forth in the preamble hereof.

“Assignments of Rents and Leases” means, collectively, the Assignments of Rents and Leases of the New Steward Lessees and the Assignments of Rents and Leases of the New Steward Borrowers.

“Assignments of Rents and Leases of the New Steward Lessees” means the various Assignments of Rents and Leases entered into at Closing between New Steward Lessees, on the one hand, and the New MPT Lessors and the New MPT Lenders, on the other hand, pursuant to which each of the New Steward Lessees and the New Steward Borrowers assign to the New MPT Lessors and the New MPT Lenders all of the Tenant Leases, rents and warranties more particularly described therein and which shall be in substantially the form attached hereto as EXHIBIT C.

“Assignments of Rents and Leases of the New Steward Borrowers” means the various Assignments of Rents and Leases entered into at Closing between the New Steward Borrowers, on the one hand, and the New MPT Lessor and the New MPT Lenders, on the other hand, pursuant to which each of the New Steward Lessees and the New Steward Borrowers assign to the New MPT Lessors and the New MPT Lenders all of the Tenant Leases, rents and warranties more particularly described therein and which shall be in substantially the form attached hereto as EXHIBIT D.

“Business Day” has the meaning set forth in the Purchase Agreement.

“Closing” has the meaning set forth in Section 8.1 hereof.

“Closing Date” has the meaning set forth in Section 8.1 hereof.

“Collateral Assignments” means collateral assignments from New Steward Lessees and New Steward Borrowers of the Collateral Leases, in form and substance reasonably satisfactory to the Parties and otherwise consistent with the MPT Obligation Documents.

“Collateral Leases” means all leases of real property necessary for the operation of the business as currently conducted at the Real Property (except for any medical office building leases) where any of the New Steward Lessees or New Steward Borrowers is the tenant, including any ground leases and any leases for parking.

“Constituent Documents” means, for any corporation, partnership, limited partnership, limited liability company or other organization, its Charter, Articles of Incorporation or Articles of Formation, Certificate of Incorporation or Certificate for Formation, bylaws, partnership agreement, operating agreement, limited liability company agreement, certificate of limited partnership, and other similar formation and governance documents, each as amended to the relevant date.

“Contract” shall have the meaning ascribed thereto in the Purchase Agreement.

“Encumbrances” shall have the meaning ascribed thereto in the Purchase Agreement.

“Excluded Liabilities” has the meaning set forth in Section 2.3.

“Existing Intercompany Loans” has the meaning set forth in the recitals hereof.

“Facilities” means the portfolio of community-based healthcare facilities located on the Real Property.

“GAAP” shall have the meaning ascribed thereto in the Purchase Agreement.

“Governmental Body” shall have the meaning ascribed thereto in the Purchase Agreement.

“Guaranty” has the meaning set forth in the Master Lease.

“IASIS” has the meaning set forth in the recitals hereof.

“IASIS Seller Party” and “IASIS Seller Parties” have the meanings set forth in the recitals hereof.

“Improvements” shall have the meaning ascribed thereto in the Purchase Agreement.

“Indemnified Party” has the meaning set forth in Section 11.3(a).

“Indemnifying Party” has the meaning set forth in Section 11.3(a).

“Intercreditor Joinder” has the meaning set forth in Section 8.3(i).

“Joinder and Amendment to Master Lease” that certain Joinder and Amendment to Master Lease executed by each of the applicable MPT Parties, Steward Parties, Steward Obligors and their respective Affiliates, which shall be substantially in the form of EXHIBIT E attached hereto.

“Joinder and Amendment to Mortgage Loan Agreement” that certain Joinder and Amendment to Mortgage Loan Agreement executed by each of the applicable MPT Parties, Steward Parties, Steward Obligors and their respective Affiliates, which shall be substantially in the form of EXHIBIT F attached hereto.

“Knowledge” shall mean the Knowledge of MPT Parties or Knowledge of Steward, as applicable.

“Knowledge of MPT Parties” (and any similar expression, including “MPT Parties’ Knowledge”) shall mean with respect to the MPT Parties, the actual knowledge of R. Steven Hamner on the date hereof after reasonable inquiry by such Person of officers, directors, employees, and agents of the MPT Parties or of any Affiliate of the MPT Parties with respect to the matters at hand.

“Knowledge of Steward Parties” (and any similar expression, including “Steward Parties’ Knowledge”) means, shall mean with respect to the Steward Parties, the actual or deemed knowledge of a particular fact or matter if (i) with respect to any of the Steward Parties, its chief executive officer, chief financial officer, chief operating officer, or president (collectively, “Knowledge Group”), has actual knowledge of such fact or matter or (ii) any of such Knowledge Group would be expected to discover or otherwise become aware of such fact or matter after consultation with any direct report responsible for the subject matter relevant to such representation or warranty.

“Law” shall have the meaning ascribed thereto in the Purchase Agreement.

“Liabilities” shall have the meaning ascribed thereto in the Purchase Agreement.

“Losses” means all losses, Liabilities, Taxes, Encumbrances, Proceedings, charges, complaints, demands, dues, penalties, fines, amounts paid in settlement, deficiencies, costs of investigation, court costs, damages, costs (including, without limitation, interest, penalties, court costs and costs of appeal) and expenses (including, without limitation, reasonable attorneys’ fees and fees of expert consultants and witnesses whether in connection with a third party claim or claims among the parties related to the enforcement of the provisions of this Agreement, the MPT Obligation Documents, the Purchase Agreement, the Merger Agreement and the other Transaction Documents).

“Master Lease” means that certain Master Lease Agreement, dated as of October 3, 2016, whereby Affiliates of the MPT Parties lease to Affiliates of the Steward Parties certain real property and improvements, as the same has been or may be modified, amended or restated from time to time.

“Merger” has the meaning set forth in the recitals hereof.

“Merger Agreement” has the meaning set forth in the recitals hereof.

“Merger Claim” has the meaning set forth in Section 10.1.

“Merger Documents” means the Merger Agreement and all other documents, agreements and instruments executed by any Steward Party, IASIS or their respective Affiliates in connection therewith, as any of the same may be amended, modified and/or restated from time to time.

“Merger Sub” has the meaning set forth in the recitals hereof.

“Mirror Loans” has the meaning set forth in the recitals hereof.

“Mortgage Loan Agreement” means that certain Real Estate Loan Agreement, dated as of October 3, 2016, whereby Affiliates of the MPT Parties made mortgage loans to Affiliates of the Steward Parties, as the same has been or may be modified, amended or restated from time to time.

“Mortgaged Real Property” means the “Mortgaged Property” as defined in the Realty Agreement.

“Mortgage Transactions” has the meaning set forth in the recitals hereof.

“MPT Acquired Assets” mean the Owned Real Property to be acquired by the New MPT Lessors and the related “Acquired Assets” (as defined in the Purchase Agreement) as contemplated in the Purchase Agreement.

“MPT Acquisition Lender” has the meaning set forth in the recitals hereof.

“MPT Financed Assets” mean the Mortgaged Real Property to be financed by the New MPT Lenders and the related “Financed Assets” (as defined in the Realty Agreement) as contemplated in the Realty Agreement.

“MPT-IASIS Leases” has the meaning ascribed thereto in the Purchase Agreement.

“MPT Indemnified Parties” has the meaning set forth in Section 11.1.

“MPT Material Adverse Effect” means a material adverse effect on (a) the financial condition, business, results of operations or assets of, the MPT Parties, taken as a whole, or (b) the ability of the MPT Parties to perform their obligations under, and/or to consummate the transactions contemplated by, this Agreement within the time period specified herein, except for any such effects arising out of, resulting from or relating to (i) the negotiation, execution, announcement or performance of this Agreement or the consummation of the transactions contemplated by this Agreement or the matters set forth in the Schedules, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers, employees or any matter described in the Schedules, (ii) changes in general business, economic or financial market conditions, so long as such change does not adversely affect the MPT Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (iii) changes in national or international political or social conditions (whether as a result of acts of terrorism, war (whether or not declared), armed conflicts or otherwise) so long as such change does not adversely affect MPT Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (iv) the failure of the MPT Parties to achieve any periodic earnings, revenue, expense or other estimated projections or budget, (v) changes to financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index) so long as such change does not adversely affect the MPT Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (vi) changes in conditions generally applicable to businesses in the same or similar industries as MPT Parties, so long as such change does not adversely affect the MPT Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate; (vii) changes in laws, regulations, rules, ordinances, policies, mandates, guidelines or other requirements of any Governmental Body applicable to the MPT Parties; and (viii) changes in GAAP or its application.

“MPT Obligation Documents” has the meaning set forth in the recitals hereof.

“MPT Obligees” has the meaning set forth in the recitals hereof.

“MPT Party” and “MPT Parties” has the meaning set forth in the preamble hereof.

“MPT Parties’ Representative” has the meaning set forth in Section 12.1.

“MPT Party Damages” has the meaning set forth in Section 11.1.

“MPT Real Property” shall have the meaning ascribed thereto in the Purchase Agreement.

“New Mortgage Loan Amounts” means, collectively, (a) Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) to be loaned to Jordan Valley Medical Center, L.P., a Delaware limited partnership, and (b) Three Hundred Fifty Million and No/100 Dollars (\$350,000,000.00) to be loaned to Davis Hospital & Medical Center, L.P., a Delaware limited partnership.

“New MPT Lenders” has the meaning set forth in the recitals hereof.

“New MPT Lessors” has the meaning set forth in the recitals hereof.

“New Steward Borrowers” has the meaning set forth in the recitals hereof.

“New Steward Lessees” has the meaning set forth in the recitals hereof.

“New Stand-Alone Mortgages” means one or more mortgages (and/or deeds of trust) in recordable form from the applicable New Steward Borrower granting to the applicable New MPT Lender a valid and enforceable first priority Encumbrance on the applicable Mortgaged Real Property of such New Steward Borrower (subject only to the Permitted Encumbrances), and which shall be in substantially the form as EXHIBIT G attached hereto.

“New Stand-Alone Promissory Notes” those certain Promissory Notes to be entered into by each of the New Steward Borrowers separately in favor of and for the benefit of the applicable New MPT Lender, which shall evidence the New Mortgage Loan Amount loaned to such New Steward Borrower by such New MPT Lender and which shall be in substantially the form attached hereto as EXHIBIT H.

“New Stand-Alone Security Agreements” means Security Agreements from each of the New Steward Borrower separately granting to the applicable New MPT Lender a valid and enforceable first priority Encumbrance on certain personal property of such New Steward Borrower (subject only to the Permitted Encumbrances), and which shall be in substantially the form as EXHIBIT I attached hereto.

“Non-Recourse Party” has the meaning set forth in Section 13.16.

“OFAC” has the meaning set forth in Section 4.6(a).

“Omnibus Amendment to Security Documents” means that certain Omnibus Amendment Agreement executed by each of the applicable MPT Parties, Steward Parties, Steward Obligors and their respective Affiliates in substantially the form of EXHIBIT J attached hereto, which shall amend certain MPT Obligation Documents entered into by the Steward Obligors in connection with the Master Lease and Mortgage Loan Agreement.

“Order” shall have the meaning ascribed thereto in the Purchase Agreement.

“Original Steward Promissory Note” means that certain Promissory Note, dated as of October 3, 2016, made by certain Affiliates of the Steward Parties in favor of and for the benefit of certain Affiliates of the MPT Parties, in the original principal amount of \$600,000,000.00, and which is referred to as the “Note” in the Mortgage Loan Agreement.

“Owned Real Property” shall have the meaning ascribed thereto in the Purchase Agreement.

“Party” and “Parties” has the respective meanings set forth in the preamble hereof.

“Patriot Act” has the meaning set forth in Section 4.6(a).

“Permitted Encumbrances” shall have the meaning ascribed thereto in the Purchase Agreement.

“Person” shall have the meaning ascribed thereto in the Purchase Agreement.

“Proceeding” means any proceeding, suit (whether civil, criminal, administrative, investigative or informal), audit, action, litigation, complaint, notice, citation or investigation.

“Purchase Agreement” has the meaning set forth in the recitals hereof.

“Purchase Price” shall have the meaning ascribed thereto in the Purchase Agreement.

“Purchase Transaction” has the meaning set forth in the recitals hereof.

“Real Property” shall mean, collectively, the Owned Real Property, the MPT Real Property and the Mortgaged Real Property.

“Realty Agreement” means that certain Realty Agreement to be executed, delivered and performed immediately following consummation of the Merger by each of the New MPT Lenders, IASIS, and each of the New Steward Borrowers, in substantially the form of EXHIBIT K attached hereto.

“Realty Agreement Supplement” has the meaning set forth in Section 13.2(c).

“Representatives” shall mean the respective stockholders, directors, officers, members, managers, employees, affiliates, agents, investment bankers, financial advisors, attorneys, accountants, advisors, brokers, finders, consultants or representatives of the MPT Parties, Steward, or any of their respective Affiliates, as the case may be.

“Schedule Supplement” has the meaning set forth in Section 13.2.

“Schedules” shall have the meaning as set forth in Section 13.2.

“Steward” have the meaning set forth in the preamble hereof.

“Steward Board” means the Board of Directors or other governing body of Steward.

“Steward Damages” has the meaning set forth in Section 11.2.

“Steward Indemnified Parties” has the meaning set forth in Section 11.2.

“Steward Material Adverse Effect” means a material adverse effect on (a) the financial condition, business, results of operations or assets of, the Steward Parties or Steward Obligors, taken as a whole, or (b) the ability of the Steward Parties or the Steward Obligors to perform their obligations under, and /or to consummate the transactions contemplated by, this Agreement, the Merger Agreement, and the other

Transaction Documents within the time period specified herein, except for any such effects arising out of, resulting from or relating to (i) the negotiation, execution, announcement or performance of this Agreement and the Merger Agreement or the consummation of the transactions contemplated by this Agreement and the Merger Agreement or the matters set forth in the Schedules, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers, employees or any matter described in the Schedules, (ii) changes in general business, economic or financial market conditions, so long as such change does not adversely affect the Steward Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (iii) changes in national or international political or social conditions (whether as a result of acts of terrorism, war (whether or not declared), armed conflicts or otherwise) so long as such change does not adversely affect Steward Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (iv) the failure of Steward to achieve any periodic earnings, revenue, expense or other estimated projections or budget, (v) changes to financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index) so long as such change does not adversely affect the Steward Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate, (vi) changes in conditions generally applicable to businesses in the same or similar industries as Steward Parties, so long as such change does not adversely affect the Steward Parties, taken as a whole, in a materially disproportionate manner relative to other similarly situated participants in the industries in which they operate; (vii) changes in laws, regulations, rules, ordinances, policies, mandates, guidelines or other requirements of any Governmental Body applicable to the Steward Parties; and (viii) changes in GAAP or its application.

“Steward Obligors” has the meaning set forth in the recitals hereof.

“Steward Party” and “Steward Parties” mean, individually, Steward, each of the New Steward Lessees, each of the New Steward Borrowers, and each Affiliate of Steward now or hereafter existing (including, without limitation, each Affiliate of IASIS as of the date hereof), and collectively, all of the foregoing parties.

“Surveys” shall have the meaning ascribed thereto in the Purchase Agreement.

“Taxes” shall have the meaning ascribed thereto in the Purchase Agreement.

“Tenant Estoppels” means the estoppels from the underlying lessees or tenants of the Tenant Leases in form and substance required by the underlying lease or otherwise as reasonably satisfactory to the MPT Parties.

“Tenant Leases” means all written leases, subleases, licenses and other rental agreements that grant or will grant a possessory interest in and to any space in the Real Property or that otherwise assign or convey rights with regard to the Real Property or the Improvements and, in each case, for which any IASIS Seller Parties or Steward Parties receive annual rental payments for such lease in excess of One Million and No/100 Dollars (\$1,000,000), if any.

“Termination Notice” has the meaning set forth in Section 13.2.

“Title Commitment” shall have the meaning ascribed thereto in the Purchase Agreement.

“Title Company” shall have the meaning ascribed thereto in the Purchase Agreement.

“Title Policy” or “Title Policies” shall have the meaning ascribed thereto in the Purchase Agreement.

“Third Party Claim” has the meaning set forth in Section 11.3(b).

“Transaction Documents” means, collectively, this Agreement, the Purchase Agreement, the Merger Documents, the Realty Agreement, the Assignments of Rents and Leases, the Joinder and Amendment to Master Lease Agreement, Joinder and Amendment to Mortgage Loan Agreement, all other joinders to, and amendments of, the MPT Obligation Documents, and each other agreement entered into or document delivered in connection with the transactions contemplated by any of the foregoing.

“Transactions” has the meaning set forth in the recitals hereof.

Section 1.2 Interpretation. The definitions set forth in Section 1.1 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless otherwise indicated, the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein”, “hereof and “hereunder” and words of similar import shall be deemed to refer to this Agreement (including the Schedules and Exhibits) in its entirety and not to any part hereof, unless the context shall otherwise require. All references herein to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections and Schedules of, and Exhibits to, this Agreement, unless the context shall otherwise require. Unless the context shall otherwise require, any references to any agreement or other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Any reference in this Agreement to a “day” or number of “days” that does not refer explicitly to a “Business Day” or “Business Days” shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice shall be deferred until, or may be taken or given on, the next Business Day. The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II DESCRIPTION OF TRANSACTIONS

Section 2.1 Acquisition Loan. Based upon the representations and warranties as set forth herein and the applicable representations and warranties from the Merger Agreement and the Purchase Agreement, immediately following the consummation of the Purchase Transaction contemplated in the Purchase Agreement but immediately prior to the consummation of the Merger contemplated in the Merger Agreement: (a) the MPT Acquisition Lender shall make the Acquisition Loan to the Merger Sub, and (b) the Merger Sub shall execute and deliver to the MPT Acquisition Lender the Acquisition Note.

Section 2.2 Joinder and Amendment to Existing MPT Obligation Documents. Based upon the representations and warranties as set forth herein and the applicable representations and warranties from the Purchase Agreement and the Merger Agreement, immediately following both the consummation of the Purchase Transaction contemplated in the Purchase Agreement and the Merger contemplated in the Merger Agreement:

(a) The New MPT Lenders will, and Steward will cause IASIS and the applicable New Steward Borrowers to, execute and deliver the Realty Agreement and to consummate all of the transactions contemplated therein.

(b) The New MPT Lessors will, and Steward will cause each of the applicable New Steward Lessees to, join and become bound by the Master Lease, pursuant to which the New Steward Lessees will lease the Owned Real Property and the MPT Real Property in accordance with the terms and subject to the conditions of the Master Lease as provided therein;

(c) The New MPT Lenders will, and Steward will cause each of the applicable New Steward Borrowers to, join and become bound by the Mortgage Loan Agreement.

(d) Steward will cause the applicable New Steward Borrowers to enter into the applicable New Stand-Alone Promissory Notes, the New Stand-Alone Mortgages and the New Stand Alone Security Agreements.

(e) The applicable MPT Parties and their Affiliates will, and Steward will cause the applicable Steward Parties and Steward Obligors to, enter into various joinders and amendments to the MPT Obligation Documents and such new agreements as may be reasonable necessary, together with Steward causing the New Steward Lessees and New Steward Borrowers to enter into the applicable Assignments of Rents and Leases in favor of the applicable MPT Parties.

Section 2.3 No Assumption of Liabilities. Except as expressly set forth in this Agreement or the Purchase Agreement, MPT Parties shall not assume or agree to pay, satisfy, discharge or perform, or shall not be deemed by virtue of the execution and delivery of this Agreement or the Purchase Agreement, or any other document delivered pursuant to this Agreement, or as a result of the consummation of the transactions contemplated by this Agreement, or such other document, to have assumed, or to have agreed to pay, satisfy, discharge or perform, or shall not be liable for, any liability, obligation, contract or indebtedness of the Steward Parties, the IASIS Seller Parties, their respective Affiliates or any other Person, whether primary or secondary, direct or indirect, including, without limitation, any liability or obligation relating to the ownership, use or operation of any of the Real Property or other MPT Acquired Assets or MPT Financed Assets, or the Facilities prior to the Closing, any liability or obligation arising out of or related to any breach, default, tort or similar act committed by any of the Steward Parties, the IASIS Seller Parties, or any of their respective Affiliates, or for any failure of the Steward Parties, the IASIS Seller Parties, or any of their respective Affiliates to perform any covenant or obligation for or during any period prior to the Closing, and any liability arising out of the ownership, use or operation of any of the Real Property or such other MPT Acquired Assets or MPT Financed Assets, and the Facilities by the Steward Parties, the IASIS Seller Parties, or any other Person prior to the Closing (collectively, the "Excluded Liabilities").

ARTICLE III PRORATIONS AND ALLOCATION OF PURCHASE PRICE AND MORTGAGE LOAN AMOUNTS

Section 3.1 Taxes, Rentals, Utilities. The parties acknowledge that all utility charges and all real and personal property Taxes related to the Real Property, the other MPT Acquired Assets and MPT Financed Assets shall be the responsibility of the New Steward Lessees, the New Steward Borrowers, and their Affiliates pursuant to the terms of the Master Lease and the Mortgage Loan Agreement.

Section 3.2 Allocation of Purchase Price. The Parties agree that for purposes of this Agreement and the Purchase Agreement, the Purchase Price shall be allocated among the parcels of Real Property as set forth in the Purchase Agreement for all purposes, including, without limitation, for purposes of Section 1060 of the Code and for all federal, state and local income tax purposes and all accounting purposes. The Parties agree to use, and to not take any position which is inconsistent with, such allocation in the preparation and filing of any tax return, report, or information return or statement related to Taxes (including Form 8594), accounting or regulatory requirements.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF STEWARD**

With the understanding that MPT Parties shall rely hereon, and as a material inducement to MPT Parties to enter into this Agreement and to consummate the transactions contemplated hereby, Steward hereby represents and warrants to MPT Parties as of the date hereof and as of the Closing as follows:

Section 4.1 Existence; Good Standing; Enforceability.

(a) Steward is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of the Steward Parties and Steward Obligors has all requisite corporate, limited liability company or limited partnership (as applicable) power and authority to own, operate and lease its properties and carry on its business as currently conducted and as contemplated to be conducted after Closing. Each of the Steward Parties and Steward Obligors is duly licensed or qualified to do business as a foreign corporation, limited liability company, or limited partnership, and is in good standing under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary, except where the failure to be so licensed or qualified would not result in a Steward Material Adverse Effect. The copies of the Constituent Documents of each of the New Steward Lessees and New Steward Borrowers, each as amended to date and provided by Steward to the MPT Parties, are complete and correct, and no amendments thereto are pending. Steward is in compliance with its Constituent Documents in all material respects.

(b) Each of the Steward Parties and each applicable Steward Obligor has all requisite power and authority to execute and deliver this Agreement, the Merger Agreement, and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement, the Merger Agreement and each other Transaction Document to which any of the Steward Parties or Steward Obligors is a party, the performance by any of the Steward Parties or Steward Obligors of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Steward Board, the requisite members of Steward and the requisite governing body and equity owners of the other Steward Parties and Steward Obligors, and no further action on the part of any of the Steward Parties, Steward Obligors or their respective equity owners is necessary to authorize the execution and delivery by, as applicable, any the Steward Parties or Steward Obligors of this Agreement, the Merger Agreement, or such other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby. This Agreement, Merger Agreement, and the other Transaction Documents to which any of the Steward Parties or Steward Obligors is a party have been (or with respect to certain other Transaction Documents to be executed at Closing, will be) duly executed and delivered by the applicable Steward Parties and Steward Obligors and, assuming the due authorization, execution and delivery of this Agreement, the Merger Agreement, and such other Transaction Documents by each of the other Parties hereto and thereto, constitute (or, as applicable with respect to certain Transaction Documents to be executed at Closing, shall constitute) legal, valid and binding obligations of the Steward Parties and Steward Obligors, enforceable against the applicable Steward Parties and Steward Obligors in accordance with the terms and conditions hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.2 No Conflict; Consents.

(a) Except as set forth on Schedule 4.2(a) or in the Merger Agreement, the execution and delivery by each of the Steward Parties and Steward Obligors, as applicable, of this Agreement, the Merger Agreement, and each other Transaction Document to which each of them is a party, and the consummation of the transactions contemplated hereby and thereby in accordance with their respective terms, do not: (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, or give rise to a right of termination, amendment, acceleration or cancellation of, or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of the Steward Parties or the Steward Obligors under any material Contract or material License (as defined in the Purchase Agreement) to which any of the Steward Parties or Steward Obligors is a party or by which any of the Steward Parties' or Steward Obligors' assets are bound such that same would result in a Steward Material Adverse Effect; (ii) conflict with, or result in any violation of, any provision of the Constituent Documents of any of the Steward Parties or Steward Obligors; or (iii) violate or result in a violation of, in any material respect, or constitute a material default under (whether after the giving of notice, lapse of time or both), or result in the triggering of any payments or the creation of an Encumbrance on any material property or asset of any of the Steward Parties or the Steward Obligors under any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other governmental agency applicable to any of the Steward Parties or Steward Obligors, except, in each case, for any such conflicts, violations, defaults, terminations, amendments, accelerations, cancellations, payments, or Encumbrances that would not result in a Steward Material Adverse Effect.

(b) The execution and delivery by the Steward Parties and Steward Obligors, as applicable, of this Agreement, the Merger Agreement and each other Transaction Document to which any of them is a party, and the consummation by the Steward Parties and the Steward Obligors of the transactions contemplated hereby and thereby in accordance with their respective terms, do not require from any of the Steward Parties, the Steward Obligors or their applicable Affiliates any notice to, declaration or filing with, or consent or approval of any Governmental Body or any other Person, except for (i) as otherwise set forth in in the Merger Agreement or on Schedule 4.2(b) or (ii) any notice, declaration, filing, consent or approval that would not result in a Steward Material Adverse Effect.

Section 4.3 Litigation. There are no actions, claims suits, audits, Proceedings or investigations pending or, to the Knowledge of Steward, threatened against or affecting any of the Steward Parties or Steward Obligors that has or would reasonably be expected to have a material and adverse effect on such Steward Parties' or Steward Obligors' ability to perform their respective obligations under this Agreement, the Merger Agreement or the other Transactions Documents or any aspect of the transactions contemplated hereby or thereby.

Section 4.4 Absence of Conduct; Undisclosed Liabilities. Prior to the date hereof, none of the New Steward Lessees or New Steward Borrowers has engaged in any business, nor do any of them have any liabilities or obligations, other than those related to or incurred in connection with this Agreement, the Merger Agreement or any other Transaction Documents to which any of the New Steward Lessees or New Steward Borrowers is a party, and the transactions contemplated hereby or thereby.

Section 4.5 No Brokers. None of Steward or its Affiliates nor, to the Knowledge of Steward, the IASIS Seller Parties or their Affiliates has entered into any contract, arrangement or understanding with any Person or firm that may result in the obligation of such entity or any of the MPT Parties or their Affiliates to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or consummation of the transactions contemplated in this Agreement, the Purchase Agreement and the Merger Agreement.

Section 4.6 Patriot Act Compliance.

(a) The Steward Parties and Steward Obligors have complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent the same are applicable to any Steward Parties or Steward Obligors.

(b) No Steward Party or Steward Obligor is included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

Section 4.7 No Misrepresentation, Default or Waiver under Realty Agreement. To the Knowledge of Steward, the representations and warranties of the IASIS Parties contained in the Realty Agreement (without giving effect to any limitation as to "materiality", "Material Adverse Effect", or similar terms set forth therein) are true and correct in all respects as of the date hereof, and there exists no event of default, or any event, condition or circumstance that, with notice or a passage of time, would constitute such an event of default, by any of the Steward Parties or Steward Obligors under or pursuant to the Realty Agreement, in each case if the Realty Agreement were in full force and effect as of the date hereof.

Section 4.8 No Misrepresentation, Default or Waiver under MPT Obligation Documents or Merger Documents. The representations and warranties of Steward and the Merger Sub contained in the Merger Documents (without giving effect to any limitation as to "materiality," "Material Adverse Effect", or similar terms set forth therein) are true and correct in all respects as of the date hereof, and there exists no event of default, or any event, condition or circumstance that, with notice or a passage of time, would constitute such an event of default, by any of the Steward Parties or Steward Obligors under or pursuant to the Master Lease, any of the other MPT Obligation Documents or under the Merger Agreement or any of the other Merger Documents.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES BY MPT PARTIES**

With the understanding that Steward shall rely hereon, and as a material inducement to Steward entering into this Agreement and to consummate the transactions contemplated hereby, the MPT Parties, jointly and severally, hereby represent and warrant to Steward as of the date hereof and as of the Closing as follows:

Section 5.1 Existence; Good Standing; Enforceability.

(a) Each of the MPT Parties is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of the MPT Parties has all requisite limited liability company power and authority to own, operate and lease its properties and carry on its business as currently conducted and as contemplated to be conducted after Closing. Each of the MPT Parties is duly licensed or qualified to do business as a foreign limited liability company and is in good

standing under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary, except where the failure to be so licensed or qualified would not result in an MPT Material Adverse Effect. The copies of the Constituent Documents of each of the MPT Parties, each as amended to date and provided by the MPT Parties to Steward, are complete and correct, and no amendments thereto are pending. Each of the MPT Parties, as applicable, is in compliance with their respective Constituent Documents in all material respects.

(b) Each of the MPT Parties and each applicable MPT Obligees has all requisite power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other Transaction Document to which any of the MPT Parties or MPT Obligees is a party, the performance by any of the MPT Parties or MPT Obligees of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the requisite governing body and equity owners of the MPT Parties and MPT Obligees, and no further action on the part of any of the MPT Parties, MPT Obligees or their respective equity owners is necessary to authorize the execution and delivery by, as applicable, any the MPT Parties or MPT Obligees of this Agreement or such other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents to which any of the MPT Parties or MPT Obligees is a party have been (or with respect to certain Transaction Documents to be executed at Closing, will be) duly executed and delivered by the applicable MPT Parties and MPT Obligees and, assuming the due authorization, execution and delivery of this Agreement and such other Transaction Documents by each of the other Parties hereto and thereto, constitute (or, as applicable with respect to certain Transaction Documents to be executed at Closing, shall constitute) legal, valid and binding obligations of the MPT Parties and MPT Obligees, enforceable against the applicable MPT Parties and MPT Obligees in accordance with the terms and conditions hereof and thereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.2 No Conflict; Consents.

(a) The execution and delivery by each of the MPT Parties and MPT Obligees, as applicable, of this Agreement and each other Transaction Document to which each of them is a party, and the consummation of the transactions contemplated hereby and thereby in accordance with their respective terms, do not: (i) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, or give rise to a right of termination, amendment, acceleration or cancellation of, or result in the triggering of any payments or the creation of an Encumbrance on any property or asset of any of the MPT Parties or the MPT Obligees under any material contract or material license to which any of the MPT Parties or MPT Obligees is a party or by which any of the MPT Parties' or MPT Obligees' assets are bound such that same would result in a MPT Material Adverse Effect; (ii) conflict with, or result in any violation of, any provision of the Constituent Documents of any of the MPT Parties or MPT Obligees; or (iii) violate or result in a violation of, in any material respect, or constitute a material default under (whether after the giving of notice, lapse of time or both), or result in the triggering of any payments or the creation of an Encumbrance on any material property or asset of any of the MPT Parties or the MPT Obligees under any provision of any law, regulation or rule, or any order of, or any restriction imposed by, any court or other governmental agency applicable to any of the MPT Parties or MPT Obligees, except, in each case, for any such conflicts, violations, defaults, terminations, amendments, accelerations, cancellations, payments, or Encumbrances that would not result in a MPT Material Adverse Effect.

(b) The execution and delivery by the MPT Parties and MPT Obligees, as applicable, of this Agreement and each other Transaction Document to which any of them is a party, and the consummation by the MPT Parties and the MPT Obligees of the transactions contemplated hereby and thereby in accordance with their respective terms, do not require from any of the MPT Parties, the MPT Obligees or their applicable Affiliates any notice to, declaration or filing with, or consent or approval of any Governmental Body or any other Person, except for any notice, declaration, filing, consent or approval that would not result in a MPT Material Adverse Effect.

Section 5.3 Litigation. There are no actions, claims suits, audits, Proceedings or investigations pending or, to the Knowledge of the MPT Parties, threatened against or affecting any of the MPT Parties that has or would reasonably be expected to have a material and adverse effect on such MPT Parties' ability to perform their respective obligations under this Agreement, the Purchase Agreement or the other Transactions Documents or any aspect of the transactions contemplated hereby or thereby.

Section 5.4 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Steward in connection with the transactions contemplated in this Agreement, the Merger Agreement or the Purchase Agreement based upon arrangements made by or on behalf of any of the MPT Parties or any of their respective Affiliates.

Section 5.5 Available Funds; Financing. The representations, warranties and covenants of the MPT Parties pursuant to Section 3.7 of the Purchase Agreement are incorporated herein and made a part hereof by this reference, and shall be deemed made and given by the MPT Parties hereunder for the benefit of Steward.

ARTICLE VI PRE-CLOSING COVENANTS

From and after the execution and delivery of this Agreement to and including the Closing Date, the applicable party shall observe the following covenants:

Section 6.1 Cooperation.

(a) From the date hereof until the Closing Date, (a) Steward shall, upon reasonable request, provide updates on the progress of the transactions contemplated in the Merger Agreement (including, without limitation, the progress of negotiations and diligence investigations, the existence of any breaches or defaults by IASIS, Steward or any of their respective Affiliates and other material matters relating thereto), and (b) Steward shall promptly deliver to the MPT Parties copies of all final executed versions of definitive agreements, schedules and other material documents relating to the transactions contemplated in the Merger Agreement and use commercially reasonable efforts to deliver to the MPT Parties material drafts of such agreements, schedules and other material documents, and permit MPT Parties to comment on the same (it being understood and agreed that Steward and MPT Parties shall generally coordinate with one another regarding such transactions but that Steward shall control such negotiation and transaction process). Any material amendment, modification or termination by mutual written consent of the Merger Agreement or other Merger Documents relating to the Real Property or the other MPT Acquired Assets and MPT Financed Assets shall require the prior written consent of MPT Parties. Steward shall not waive any default under the Merger Agreement or exercise any rights that result in the waiver of a default under the Merger Agreement without prior written consent of the MPT Parties, not to be unreasonably withheld, conditioned or delayed. Subject to compliance with applicable Law, from the date hereof until the Closing Date, (a) Steward shall also confer on a regular and frequent basis with one or more Representatives of MPT Parties to report operational matters that are material and the general status of ongoing operations, and (b) Steward and MPT Parties shall promptly provide the other or their counsel with copies of all filings made by such party with any Governmental Body in connection with this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby.

(b) From the date hereof until the Closing Date, (a) MPT Parties shall, upon reasonable request, provide updates on the progress of the transactions contemplated in the Purchase Agreement (including, without limitation, the progress of negotiations and diligence investigations, the existence of any breaches or defaults by IASIS, MPT Parties or any of their respective Affiliates and other material matters relating thereto), and (b) MPT Parties shall promptly deliver to Steward copies of all final executed versions of definitive agreements, schedules and other material documents relating to the transactions contemplated in the Purchase Agreement and use commercially reasonable efforts to deliver to Steward material drafts of such agreements, schedules and other material documents, and permit Steward to comment on the same (it being understood and agreed that Steward and MPT Parties shall generally coordinate with one another regarding such transactions but that MPT Parties shall control such negotiation and transaction process). Any material amendment, modification or termination by mutual written consent of the Purchase Agreement or documents contemplated thereby relating to the Real Property or the other MPT Acquired Assets and MPT Financed Assets shall require the prior written consent of Steward. MPT Parties shall not waive any default under the Purchase Agreement or exercise any rights that result in the waiver of a default under the Purchase Agreement without prior written consent of Steward, not to be unreasonably withheld, conditioned or delayed. Subject to compliance with applicable Law, from the date hereof until the Closing Date, (a) MPT Parties shall also confer on a regular and frequent basis with one or more Representatives of Steward to report operational matters that are material and the general status of ongoing operations, and (b) Steward and MPT Parties shall promptly provide the other or their counsel with copies of all filings made by such party with any Governmental Body in connection with this Agreement, the Purchase Agreement and the transactions contemplated hereby and thereby.

Section 6.2 Collateral Assignments. The Steward Parties shall use their commercially reasonable efforts to cause IASIS and the other IASIS Seller Parties to obtain and provide to the MPT Parties the Collateral Assignments and counterparty consents described in the attached **Schedule 6.2** prior to the Closing Date.

Section 6.3 Mutual Covenants. The Parties shall use their commercially reasonable efforts to satisfy the conditions to the closing of the transactions contemplated under this Agreement, the Purchase Agreement and Merger Agreement subject to the terms and conditions hereof and thereof. Without limiting the generality of the foregoing and subject to the terms and conditions of the Merger Agreement and the Purchase Agreement, the respective parties shall execute and/or deliver, or use their respective commercially reasonable efforts to cause to be executed and/or delivered, the documents contemplated to be executed and/or delivered by them at the Closing.

Section 6.4 Constituent Documents of the New Steward Lessees and New Steward Borrowers. In connection with the Closing, Steward shall cause each of the New Steward Lessees and New Steward Borrowers to adopt Constituent Documents that are substantially similar to those adopted by the other Steward Obligors, and which Constituent Documents shall include minority consent rights, fiduciary waivers and such other protective provisions as may be reasonably satisfactory to the MPT Parties consistent with the existing Constituent Documents of such other Steward Obligors.

Section 6.5 Debt Financing.

(a) The Parties hereby acknowledge and agree as follows: (i) the representations, warranties and covenants of the “MPT Parties” pursuant to **Section 5.08(a)** of the Purchase Agreement are incorporated herein and made a part hereof by this reference, and shall be deemed made and given by the

MPT Parties hereunder for the benefit of Steward; and (ii) the representations, warranties and covenants of the “IASIS Parties” pursuant to Section 5.8(b) of the Purchase Agreement are incorporated herein and made a part hereof by this reference, and shall be deemed made and given by Steward hereunder for the benefit of the MPT Parties.

(b) Steward shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange, obtain and consummate the “Debt Financing” as defined in and pursuant to the Merger Agreement, and to otherwise comply with all provisions thereof.

(c) In the event that (i) all of the conditions to closing of the Purchase Transaction set forth in Sections 6.1 and 6.2 of the Purchase Agreement are satisfied (other than those conditions that by their terms are to be satisfied at closing of the Purchase Transaction, but subject to the satisfaction or, if permissible, waiver of those conditions), (ii) all of the conditions to the consummation of the financing provided by the “Debt Commitment Letter” (as defined in the Purchase Agreement) or, if Alternative Financing (as defined in the Purchase Agreement) is being used in accordance with Section 5.8(a) of the Purchase Agreement, pursuant to the commitments with respect thereto, have been satisfied (other than those conditions that by their terms are to be satisfied at Closing), (iii) the IASIS Seller Parties have delivered written notice to the MPT Parties confirming irrevocably that all of the conditions set forth in Sections 6.1 and 6.2 of the Purchase Agreement have been satisfied and the conditions set forth in Section 6.3 of the Purchase Agreement have been satisfied or waived and they are ready, willing and able to consummate the closing of the Purchase Transaction and the IASIS Seller Parties will take all actions that are within their control to cause such closing to occur, (iv) the “Debt Financing” (as defined in the Purchase Agreement) has not been funded by the Financing Sources (as defined in the Purchase Agreement), and (v) Steward has paid the “Reverse Termination Fee” as defined in and pursuant to Section 8.03 of the Merger Agreement, then, in such event, (A) if the MPT Parties (at their sole discretion) promptly commence and pursue litigation or other proceedings against the Financing Sources (as defined in the Purchase Agreement) for the financing failure described in subsection (iv), then Steward shall also pay the MPT Parties’ out-of-pocket costs and expenses for such litigation or proceedings; or (B) if the MPT Parties do not promptly commence such proceedings against the Financing Sources, then the MPT Parties shall reimburse Steward for fifty percent (50%) of such Reverse Termination Fee.

(d) In the event that Steward owes a Reverse Termination Fee (as defined in the Merger Agreement) under the Merger Agreement and such obligation is caused solely by the IASIS Parties’ (as defined in the Purchase Agreement) termination of the Purchase Agreement contemplated by Section 7.2(b) of the Purchase Agreement and the applicable MPT Parties owe the Reverse Termination Fee under and in accordance with Section 7.2(b) of the Purchase Agreement, then the such MPT Parties shall pay such Reverse Termination Fee to the IASIS Parties under the Purchase Agreement, notwithstanding the last sentence of Section 8.03(b) of the Merger Agreement.

Section 6.6 Realty Agreement. The parties acknowledge their respective intent that the Realty Agreement is intended to substantially mirror the Purchase Agreement in all material respects (except that it shall pertain to the Mortgaged Real Property rather than the Owned Real Property). To the extent that the draft of the Realty Agreement attached hereto as EXHIBIT K does not so mirror the Purchase Agreement, the parties hereto shall cooperate in good faith to promptly revise the Realty Agreement as necessary after the date hereof but in any event prior to Closing.

**ARTICLE VII
CLOSING CONDITIONS**

Section 7.1 Conditions to the Acquisition Loan. The obligations of the MPT Acquisition Lender to make the Acquisition Loan to the Merger Sub as contemplated hereby shall be subject to the fulfillment of the following conditions, any one or more of which may be waived by the MPT Parties:

(a) The closing conditions in Sections 6.1 and 6.2 of the Purchase Agreement shall have been satisfied by the applicable IASIS Seller Parties and their Affiliates or waived by the MPT Parties, as applicable, and the closing of the transactions contemplated by the Purchase Agreement shall have occurred or will occur assuming the Acquisition Loan is funded.

(b) The representations and warranties of Steward (i) set forth in Sections 4.1 and 4.2, shall be true and correct in all material respects as of the date of this Agreement and at and as of the time of the Closing with the same effect as though made as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), and (ii) set forth in this Agreement other than those Sections specifically identified in clause (i) of this Section 7.1(b), in each case without giving effect to any materiality, “Steward Material Adverse Effect” or other similar materiality qualifications therein (except that the word “Material” in the defined term “Material Contract” and the qualification as to Steward Material Adverse Effect, shall not be disregarded for any of such purposes), shall be true and correct as of the date of this Agreement and at and as of the time of the Closing as if made on and as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except, in the case of this clause (ii), where the failure to be true and correct would not have or would not reasonably be expected to have, individually or in the aggregate, a Steward Material Adverse Effect.

(c) Steward, the Merger Sub, and the IASIS Seller Parties and their applicable Affiliates shall have performed or complied in all respects with all agreements and covenants required by this Agreement and the other Transaction Documents to be performed or complied with by each of them on or prior to the Closing Date, except where the failure to so perform or comply would not have or would not reasonably be expected to have, individually or in the aggregate, either a Steward Material Adverse Effect (as defined in this Agreement) or an IASIS Material Adverse Effect (as defined in the Purchase Agreement).

(d) The Merger Sub shall have executed where applicable, and delivered to MPT Parties the Acquisition Note.

Section 7.2 Conditions to the Other Obligations of Steward. The obligations of Steward to effect the transactions contemplated hereby (other than the Acquisition Loan, which is addressed in Section 7.1 hereof) shall be further subject to the fulfillment of the following conditions, any one or more of which may be waived by Steward:

(a) The representations and warranties of the MPT Parties (i) set forth in Sections 5.1 and 5.2 shall be true and correct in all material respects as of the date of this Agreement and at and as of the time of the Closing with the same effect as though made as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), and (ii) set forth in this Agreement other than those Sections specifically identified in clause (i) of this Section 7.2(a), in each case without giving effect to any materiality, “MPT Material Adverse Effect” or other similar materiality qualifications therein (except that the qualification as to MPT Material Adverse Effect shall not be disregarded for any of such purposes), shall be true and correct as of the date of this Agreement and at and as of the time of the Closing as if made on and as of the time of the Closing (except to the extent expressly made as of an

earlier date, in which case as of such date), except, in the case of this clause (ii), where the failure to be true and correct would not have or would not reasonably be expected to have, individually or in the aggregate, an MPT Material Adverse Effect.

(b) MPT Parties shall have performed or complied in all material respects with all agreements and covenants required by this Agreement and the other Transaction Documents to be performed or complied with by the MPT Parties on or prior to the Closing Date.

(c) There shall not have occurred any MPT Material Adverse Effect or any fact, circumstance, occurrence, change or event which, individually or in the aggregate, would reasonably be expected to result in an MPT Material Adverse Effect.

(d) MPT Parties shall have made the Acquisition Loan and executed, where applicable, and delivered to Steward the documents referenced in Section 8.4 hereof.

(e) No Proceeding before a court or any other Governmental Body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no Governmental Body shall have taken any other action (including, without limitation, issuing an Order or enacting a Law restraining or prohibiting the transactions contemplated herein) or made any request of any party hereto as a result of which Steward reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(f) The closing conditions in Article VI of the Purchase Agreement and Article VII of the Merger Agreement shall have been satisfied by the applicable IASIS Seller Parties and their Affiliates or waived by Steward or the MPT Parties, as applicable, and the closing of the transactions contemplated by the Purchase Agreement and the Merger Agreement shall have occurred.

Section 7.3 Conditions to the Other Obligations of MPT Parties. The obligations of MPT Parties to effect the transactions contemplated hereby (other than the Acquisition Loan, which is addressed in Section 7.1 hereof) shall be further subject to the fulfillment of the following conditions, any one or more of which may be waived by MPT Parties:

(a) The representations and warranties of Steward (i) set forth in Sections 4.1, 4.2, 4.7, and 4.8 shall be true and correct in all material respects as of the date of this Agreement and at and as of the time of the Closing with the same effect as though made as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), and (ii) set forth in this Agreement other than those Sections specifically identified in clause (i) of this Section 7.3(a), in each case without giving effect to any materiality, "Steward Material Adverse Effect" or other similar materiality qualifications therein (except that the word "Material" in the defined term "Material Contract" and the qualification as to Steward Material Adverse Effect, shall not be disregarded for any of such purposes), shall be true and correct as of the date of this Agreement and at and as of the time of the Closing as if made on and as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except, in the case of this clause (ii), where the failure to be true and correct would not have or would not reasonably be expected to have, individually or in the aggregate, a Steward Material Adverse Effect.

(b) Steward, the Merger Sub, and the IASIS Seller Parties and their applicable Affiliates shall have performed or complied in all material respects with all agreements and covenants required by this Agreement and the other Transaction Documents to be performed or complied with by each of them on or prior to the Closing Date.

(a) There shall not have occurred any Steward Material Adverse Effect or any fact, circumstance, occurrence, change or event which, individually or in the aggregate, would reasonably be expected to result in a Steward Material Adverse Effect.

(c) The Steward Parties, the IASIS Seller Parties and their respective Affiliates, as applicable, shall have executed where applicable, and delivered to MPT Parties the Acquisition Note and the documents referenced in Section 8.3 hereof.

(d) No Proceeding before a court or any other Governmental Body shall have been instituted or threatened to restrain or prohibit the transactions herein contemplated, and no Governmental Body shall have taken any other action (including, without limitation, issuing an Order or enacting a Law restraining or prohibiting the transactions contemplated herein) or made any request of any party hereto as a result of which the MPT Parties reasonably and in good faith deems it inadvisable to proceed with the transactions hereunder.

(e) The closing conditions in Article VI of the Purchase Agreement and Article VII of the Merger Agreement shall have been satisfied by the applicable IASIS Seller Parties and their Affiliates or waived by Steward or the MPT Parties, as applicable, and closing of the transactions contemplated by the Merger Agreement and Purchase Agreement shall have occurred.

ARTICLE VIII CLOSING

Section 8.1 Acquisition Loan. Subject to Section 7.1 hereof, immediately after consummation of the Purchase Transaction but immediately prior to consummation of the Merger, (a) Steward shall cause the Merger Sub to execute and deliver the Acquisition Note in favor of the MPT Acquisition Lender, and (b) the MPT Acquisition Lender shall pay the proceeds of the Acquisition Loan to the Merger Sub by wire transfer of immediately available funds to an account or accounts designated by Steward at least two (2) Business Days prior to the Closing Date (as defined below).

Section 8.2 Closing Date. The closing of the other transactions contemplated under this Agreement (the "Closing") shall take place immediately following consummation of the Merger on the same date, time and location set forth in the Merger Agreement, or such other date, time and location as the Parties shall mutually agree (the "Closing Date"). It is the intent of the parties that all of the Transactions occur on the same calendar date.

Section 8.3 Steward Deliverables. On the Closing Date, immediately following consummation of the Merger, Steward will cause its applicable Affiliates to execute, deliver and consummate the transactions set forth in the Realty Agreement. In addition, with respect thereto and in connection with the closing of the other transactions contemplated hereby, Steward shall deliver, or cause to be delivered, the following:

- (a) Joinder and Amendment to Master Lease Agreement, executed by the applicable Steward Parties and Steward Obligors;
- (b) Joinder and Amendment to Mortgage Loan Agreement, executed by the applicable Steward Parties and Steward Obligors;
- (c) New Stand-Alone Promissory Notes, executed by the applicable New Steward Borrowers;

- (d) New Stand-Alone Mortgages, executed by the applicable New Steward Borrowers;
- (e) New Stand-Alone Security Agreements, executed by the applicable New Steward Borrowers;
- (f) Omnibus Amendment to Security Documents, executed by the applicable Steward Parties and Steward Obligors;
- (g) Such other appropriate joinders to, and amendments of, the other MPT Obligation Documents and other new agreements as may be reasonably necessary in connection with the transactions contemplated in this Agreement, each in form and substance reasonably satisfactory to the Parties, executed by the applicable Steward Parties and Steward Obligors;
- (h) The Assignments of Rents and Leases, executed by the applicable Steward Parties and Steward Obligors;
- (i) Joinder to the Intercreditor Agreement (as defined in the Master Lease) in form and substance reasonably satisfactory to the Parties (the “Intercreditor Joinder”), executed by Citibank, N.A. and any other applicable creditors of the Steward Obligors;
- (j) Certificates in form and substance reasonably satisfactory to the MPT Parties from Steward, which are executed and delivered by their respective Chief Executive Officer or Chief Financial Officer (or Persons exercising similar authority), dated as of the Closing Date:
 - (i) certifying that the conditions set forth in Sections 7.2(a), (b), and (c) have been satisfied in all respects,
 - (ii) certifying, with respect to the Steward, as to a copy of the votes and authorizing resolutions of the Steward Board and the requisite members of Steward authorizing and approving the applicable matters contemplated hereunder and under the other Transaction Documents (including the joinders and amendments to the various MPT Obligation Documents),
 - (iii) certifying, with respect to each of the other Steward Parties and Steward Obligors, a copy of the applicable votes and authorizing resolutions of the requisite number of directors, stockholders, members, managers, partners or other Persons exercising similar authority authorizing and approving for and on behalf of each of such Steward Parties and Steward Obligors the applicable matters contemplated hereunder and under the other Transaction Documents (including the joinders and amendments to the various MPT Obligation Documents);
 - (iv) certifying, with respect to the Lessees, as to each Lessee’s certificate of formation, operating agreements, limited liability company agreements, and other similar organizational and governing documents, each as in effect from the date of this Agreement until the Closing Date; and
 - (v) providing specimen signatures of the officers or authorized agents of each of the Steward Parties and Steward Obligors;
- (k) Certificates of existence and good standing of each of the Steward Parties from the secretary of state of their respect state of formation, dated no more than twenty (20) days prior to the Closing Date, and (as applicable for any entities formed in Delaware) certificates of good standing from the Secretary of State of Arizona, Arkansas, Colorado, Louisiana, Texas, and Utah, as applicable, dated no more than twenty (20) days prior to the Closing Date;

- (l) The Title Commitment and an irrevocable commitment from Title Company to issue the Title Policies to MPT Parties following the Closing Date;
- (m) Any Collateral Assignments and counterparty consents obtained prior to Closing pursuant to Section 6.2 hereof;
- (n) A duly executed Closing Statement;
- (o) All Merger Documents; and
- (p) Acquisition Note;
- (q) Such other instruments and documents as the Title Company or MPT reasonably deems necessary to effect the transactions contemplated hereby.

Section 8.4 MPT Parties' Deliverables. On the Closing Date, the New MPT Borrowers will execute, deliver and consummate the transactions set forth in the Realty Agreement. In addition, with respect thereto and in connection with the closing of the other transactions contemplated hereby, the MPT Parties shall deliver, or cause to be delivered, the following:

- (a) Joinder and Amendment to Master Lease Agreement, executed by the applicable MPT Parties;
- (b) Joinder and Amendment to Mortgage Loan Agreement, executed by the applicable MPT Parties;
- (c) New Stand-Alone Security Agreements, executed by the applicable MPT Parties;
- (d) Omnibus Amendment to Security Documents, executed by the applicable Steward Parties and Steward Obligors
- (e) Such other appropriate joinders to, and amendments of, the other MPT Obligation Documents and other new agreements as may be reasonably necessary in connection with the transactions contemplated in this Agreement, each in form and substance reasonably satisfactory to the Parties, executed by the applicable MPT Parties;
- (f) The Assignments of Rents and Leases, executed by the applicable MPT Parties;
- (g) The Intercreditor Joinder, executed by the applicable MPT Parties;
- (h) Certificates in form and substance reasonably satisfactory to Steward from each of the MPT Parties, which are executed and delivered by their respective officers, dated as of the Closing Date, (i) certifying that the conditions set forth in Sections 7.1(a),(b) and (c) have been satisfied in all respects, (ii) certifying with respect to each of the MPT Parties as to (A) each such MPT Parties' certificate of formation, limited liability company agreements, and other similar organizational and governing documents, each as in effect from the date of this Agreement until the Closing Date and (B) a copy of the applicable votes and authorizing resolutions of the requisite number of directors, stockholders, members, managers, partners or other Persons exercising similar authority authorizing and approving for and on

behalf of such MPT Parties the applicable matters contemplated hereunder and under the other Transaction Documents (including the joinders and amendments to the various MPT Obligation Documents), and (iii) providing specimen signatures of the officers or authorized agents of each of the MPT Parties;

(i) Certificates of existence and good standing of MPT Parties from the secretary of state of the State of Delaware, dated the most recent practical date prior to the date hereof, and certificates of good standing from the Secretary of State of Arizona, Arkansas, Colorado, Louisiana, Texas, and Utah, as applicable, dated the most recent practical date prior to the date hereof;

(j) A duly executed Closing Statement; and

(k) Such other instruments and documents as Steward reasonably deems necessary to effect the transactions contemplated hereby.

ARTICLE IX TERMINATION

Section 9.1 Termination. Notwithstanding anything to the contrary in this Agreement, the obligations of the Parties hereunder may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing: (i) by mutual written consent of the Parties or (ii) upon termination of either the Merger Agreement or the Purchase Agreement for any reason.

Section 9.2 Notice and Effect. In the event of the termination of this Agreement pursuant to this Article IX, the Party terminating this Agreement shall give prompt written notice thereof to the other Parties, and the transactions contemplated hereby as they relate to MPT shall be abandoned, without further action by any Party. Each filing, application and other submission relating to the transactions contemplated hereby shall, to the extent practicable, be withdrawn from the person to whom it was made. Notwithstanding any statement contained in this Agreement to the contrary, termination of this Agreement shall not relieve any Party from liability for any breach or violation of this Agreement that arose prior to such termination.

Section 9.3 Reverse Termination Fee and Reimbursement of Expenses.

(a) Steward acknowledges and agrees that the MPT Parties shall only be obligated to pay the "Reverse Termination Fee" as defined in and strictly in accordance with Section 7.2 of the Purchase Agreement.

(b) In the event that any of the MPT Parties are so obligated (or would be obligated upon a termination of the Purchase Agreement) to pay the "Reverse Termination Fee" as defined in and pursuant to Section 7.2 of the Purchase Agreement, then the MPT Parties shall also be responsible for, and shall pay or reimburse to Steward upon demand for, all reasonable expenses (including but not limited to legal, accounting, brokerage and other fees and expenses) which may be incurred by Steward or its Affiliates with respect to this Agreement, the Merger Agreement, the Purchase Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

(c) In the event that either (i) Steward or any of its Affiliates are obligated (or would be obligated upon a termination of the Merger Agreement) to pay the "Reverse Termination Fee" as defined in and pursuant to Section 8.03 of the Merger Agreement, or (ii) Steward and Merger Sub consensually terminate the Merger Agreement with IASIS, then, in any such event, Steward shall also be responsible for, and shall pay or reimburse to the MPT Parties upon demand for, all reasonable expenses (including

but not limited to legal, accounting, brokerage and other fees and expenses) which may be incurred by the MPT Parties or their Affiliates with respect to this Agreement, the Merger Agreement, the Purchase Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

ARTICLE X CERTAIN POST-CLOSING COVENANTS

Section 10.1 Merger Transaction Losses. The Parties acknowledge that the Steward Parties may hereafter have certain rights and claims against the Equityholders pursuant to the terms of the Merger Agreement and the other Merger Documents. In the event that any of the Parties have Knowledge of any such right or claim under the Merger Agreement or the other Merger Documents that shall arise or accrue at any time hereafter in favor of any of the Steward Parties with respect to any of the Real Property, other MPT Acquired Assets or MPT Financed Assets, such Party shall promptly notify the other Parties; *provided, that*, such Party's failure to give such notice to the other Parties in a timely fashion shall not be deemed a breach hereunder by such Party except to the extent the other Parties are actually and materially prejudiced by the delay. In the event that any such right or claim under the Merger Agreement or the other Merger Documents shall arise or accrue at any time hereafter resulting in MPT Parties incurring any Losses (the "Merger Claim"), Steward shall, after receipt of written notice from MPT Parties thereof: (a) promptly notify the Equityholders of the Merger Claim (including all material facts related thereto to the extent described in the MPT Parties' notice) and make any applicable claim for indemnity against the Equityholders with respect thereto pursuant to the terms of the Merger Agreement and the other Merger Documents, as applicable; (b) promptly notify MPT Parties of any and all material written communications, notices or other information that Steward receives with respect to the Merger Claim; (c) reasonably coordinate with MPT Parties in the exercise of all Steward Parties' rights with respect to the Merger Claim (including, without limitation, the selection, engagement and/or approval of counsel and any rights and remedies under any escrow agreement), it being understood and agreed that Steward shall not take any action with respect to any Merger Claim (except for those actions set forth in clauses (a) and (b) above and except if required by Law or the Merger Agreement) without MPT Parties' prior written consent, which shall be in their reasonable discretion; (d) hold in trust for the benefit of MPT Parties and account for any amounts received by any Steward Party in respect of any Merger Claim, and remit the same to MPT Parties to the full extent of any Losses incurred by the MPT Parties in connection with such Merger Claim; and (e) not take or agree to take any action which would conflict with Steward Parties' obligations to MPT Parties with respect to such Merger Claim hereunder or which would otherwise adversely affect any rights of Steward Parties or MPT Parties with respect to such Merger Claim unless required by applicable Law or the Merger Agreement. Without limiting the generality of the foregoing, in the event that both Steward Parties and MPT Parties incur Losses arising out of or relating to a matter for which the Equityholders are required to pay any amount to any Steward Party pursuant to the Merger Agreement, MPT Parties shall be entitled to recover such Losses first to the extent of MPT Parties' Losses, with Steward Parties receiving such payments only after MPT Parties has recovered all of its respective Losses. The provisions of this Section shall be in addition to any rights or remedies of MPT Parties provided in Article XI hereof or in the Purchase Agreement, and shall survive until the earlier of (i) any termination of this Agreement for a period concurrent with the survival period of any indemnification obligations of the Equityholders under the Merger Agreement or (ii) expiration of the time period permitted pursuant to applicable law.

Section 10.2 Tenant Estoppels. Steward shall use commercially reasonable efforts to obtain and provide to MPT Parties Tenant Estoppels from the lessees or tenants of (a) all Tenant Leases with annual rental payments in excess of One Million and No/100 Dollars (\$1,000,000), if any, and (b) all Tenant Leases described on the attached Schedule 10.2, in each case no later than the date that is thirty (30) days after the Closing Date.

Section 10.3 Collateral Assignments. Without any waiver to the covenant in Section 6.2 hereof or the applicable conditions to Closing in Section 7.3 hereof, to the extent Steward was unable to cause IASIS to provide to the MPT Parties Collateral Assignments of all of the Collateral Leases and consents of the applicable landlord counterparties relating thereto (including, without limitation, those listed on the attached Schedule 6.2 hereof), Steward shall use commercially reasonable efforts to provide to the MPT Parties such Collateral Assignments and consents within thirty (30) days following the Closing Date.

ARTICLE XI INDEMNIFICATION

Section 11.1 Steward's Agreement to Indemnify. From and after the Closing, Steward shall indemnify, defend and hold harmless MPT Parties, their Affiliates and their respective officers, managers, members, (general and limited) partners, shareholders, employees, agents and representatives (collectively, the "MPT Indemnified Parties") from and against Losses, but excluding punitive, incidental, consequential, special or indirect damages (including loss of revenue, diminution in value and any damages based on any type of multiple) actually incurred by the MPT Indemnified Parties or any of them as a result of or arising from (i) any breach of, misrepresentation associated with or failure to perform under any covenant, representation, warranty or agreement under this Agreement or the other Transaction Documents, or the other agreements contemplated hereby or thereby in each case on the part of the Steward Parties (including, without limitation, Section 10.1 hereof, but excluding those as a result of or arising from any breach of, misrepresentation associated with or failure to perform under any covenant, representation, warranty or agreement of the Steward Parties under the Merger Agreement or the IASIS Seller Parties under the Purchase Agreement), or (ii) any Excluded Liabilities (collectively, "MPT Party Damages").

Section 11.2 MPT Parties' Agreement to Indemnify. From and after the Closing, MPT Parties jointly and severally shall indemnify, defend and hold harmless Steward, its respective Affiliates and their respective officers, managers, members, (general and limited) partners, shareholders, employees, agents and representatives (collectively, the "Steward Indemnified Parties") from and against any Losses, but excluding punitive, incidental, consequential, special or indirect damages (including loss of revenue, diminution in value and any damages based on any type of multiple) actually incurred by any of the Steward Indemnified Parties or any of them as a result of or arising from any breach of, misrepresentation associated with or failure to perform under any covenant, representation, warranty or agreement under this Agreement or the other Transaction Documents, or the other agreements contemplated hereby on the part of MPT Parties (but excluding those as a result of or arising from any breach of, misrepresentation associated with or failure to perform under any covenant, representation, warranty or agreement of the MPT Parties under the Merger Agreement or the Purchase Agreement) (collectively, "Steward Damages").

Section 11.3 Notification and Defense of Claims.

(a) A party entitled to be indemnified pursuant to this Article XI (the "Indemnified Party") shall notify the party liable for such indemnification (the "Indemnifying Party") in writing of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement, as soon as possible after the Indemnified Party has Knowledge of such claim or demand; provided, that, the Indemnified Party's failure to give such notice to the Indemnifying Party in a timely fashion shall not result in the loss of the Indemnified Party's rights with respect thereto except to the extent the Indemnifying Party is actually and materially prejudiced by the delay.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to the provisions hereof, and if such claim or demand relates to a claim or demand asserted by a third party against the Indemnified Party in writing (a “Third Party Claim”), the Indemnifying Party shall have the obligation either (i) to pay such claim or demand, or (ii) defend any such Third Party Claim with counsel reasonably satisfactory to the Indemnified Party. After the Indemnifying Party has assumed the defense of such Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party under this Article XI for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation, provided that the Indemnified Party shall have the right to employ counsel, at the Indemnifying Party’s expense, to represent it if (A) in the Indemnified Party’s reasonable opinion the Indemnifying Party is not diligently prosecuting the defense of such Third Party Claim, (B) such Third Party Claim involves remedies other than monetary damages and such remedies against the Indemnified Party, in the Indemnified Party’s reasonable judgment, would reasonably be expected to be granted and, if granted, would have a material and adverse effect on such Indemnified Party, (C) the Indemnified Party may have available to it one or more defenses or counterclaims that are inconsistent with one or more defenses or counterclaims that may be alleged by the Indemnifying Party, or (D) the Indemnified Party believes in its reasonable discretion that a conflict of interest exists between the Indemnifying Party and the Indemnified Party with respect to such Third Party Claim or action, and in any such event the reasonable fees and expenses of such separate counsel for the Indemnified Party shall be paid by the Indemnifying Party. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party’s possession reasonably required by the Indemnifying Party for its use in contesting any Third Party Claim or demand.

(c) No Indemnified Party may settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party, unless (i) the Indemnifying Party fails to assume and diligently prosecute the defense of such claim or (ii) such settlement, compromise or consent includes an unconditional release of the Indemnifying Party from all liability arising out of such claim and does not contain any equitable order, judgment or term which includes any admission of wrongdoing or could result in any liability (including regulatory liability) of the Indemnifying Party or which would otherwise in any manner affect, restrain or interfere with the business of the Indemnifying Party or any Affiliate of the Indemnifying Party. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim and does not contain any equitable order, judgment or term which includes any admission of wrongdoing or could result in any liability (including regulatory liability) of the Indemnified Party or which would otherwise in any manner affect, restrain or interfere with the business of the Indemnified Party or any of the Indemnified Party’s Affiliates.

Section 11.4 Investigations. The right to indemnification based upon breaches or inaccuracies of representations, warranties and covenants will not be affected by any investigation conducted with respect to, or knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, whether as a result of disclosure by a party pursuant to this Agreement or otherwise, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty or covenant. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant, will not affect a party’s right to indemnification, payment of damages or other remedies based on such representations, warranties and covenants.

Section 11.5 Exclusive Remedy. FROM AND AFTER THE CLOSING, THE PARTIES AGREE AND ACKNOWLEDGE THAT THE INDEMNIFICATION RIGHTS PROVIDED IN THIS ARTICLE XI SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PARTIES TO THIS AGREEMENT FOR BREACHES OF THIS AGREEMENT AND FOR ALL DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT AND ANY ADDITIONAL AGREEMENTS OR DOCUMENTS EXECUTED OR DELIVERED IN OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT AS PROVIDED IN SECTION 11.1 HEREOF, FOR POST-CLOSING COVENANTS, CASES WHERE SPECIFIC PERFORMANCE IS AVAILABLE AS A REMEDY AND EXCEPT IN CASES OF FRAUD.

Section 11.6 Treatment of Indemnification Payments. All indemnification payments made pursuant to this Article shall be treated by the parties for income Tax purposes as adjustments to the Purchase Price, unless otherwise required by applicable Law.

ARTICLE XII REPRESENTATIVES OF PARTIES

Section 12.1 MPT Parties. The MPT Parties hereby appoint MPT Sycamore Opco, LLC as their duly authorized agent and representative (the "MPT Parties' Representative") to take all actions and enforce all rights of the MPT Parties under this Agreement, including, without limitation, (i) giving and receiving any notice or instruction permitted or required under this Agreement; (ii) interpreting all of the terms and provisions of this Agreement; (iii) authorizing payments or obtaining reimbursement as may be provided for herein; (iv) consenting to, compromising or settling all disputes with Steward under this Agreement; (v) conducting negotiations and dealing with Steward under this Agreement; and (vi) taking any other actions on behalf of the MPT Parties relating to the MPT Parties' rights, claims, duties and obligations under this Agreement. In the performance of Steward's duties and obligations hereunder, Steward shall be authorized and permitted to correspond and transact with the MPT Parties' Representative on behalf of all the MPT Parties and shall be entitled to rely upon any document or instrument executed and delivered by the MPT Parties' Representative.

ARTICLE XIII MISCELLANEOUS

Section 13.1 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or delivered (a) when personally delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

if to Steward:	Steward Health Care System LLC 111 Huntington Avenue, Suite 1800 Boston, MA 02199-7653 Attn: Joseph C. Maher, Jr. Fax: (617) 419-4800
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with a copy to: McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606-0029
Attn: Ankur Gupta, Esq.
Facsimile: (312) 984-7700

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

with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North
1400 Wells Fargo Tower
Birmingham, Alabama 35203
Attn: Thomas O. Kolb, Esq.
Fax: (205) 322-8007

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

Section 13.2 Disclosure Schedules.

(a) Each schedule to this Agreement (as may be amended from time to time by a Schedule Supplement, the "Schedules") shall be considered a part hereof as if set forth herein in full. From the date hereof until the Closing Date, each of the Parties may update their respective Schedules (but only to reflect events occurring after the date hereof), subject to the other Party's approval rights described below (any such update, a "Schedule Supplement"). If a Party, after having a period of five (5) Business Days to review any such Schedule Supplement proposed by another Party, determines in its reasonable discretion that it should not consummate the transactions contemplated by this Agreement because such Schedule Supplement discloses facts or circumstances having, as applicable, an MPT Material Adverse Effect or a Steward Material Adverse Effect (individually or in the aggregate with facts or circumstances disclosed in the original Schedules or any amended or modified Schedule), then such Party may terminate this Agreement on or before the Closing by giving a written notice to the other Party (a "Termination Notice"), whereupon the other Parties shall be entitled, for a period of ten (10) Business Days after its receipt of the Termination Notice, to cure the matter that has triggered such Termination Notice.

(b) Notwithstanding anything contained herein to the contrary, any such Schedule Supplement after the date of this Agreement (i) shall be disregarded in all respects for purposes of determining whether any Losses exist or is indemnifiable under this Agreement and (ii) for the avoidance of doubt, shall not prejudice or otherwise affect any Party's right to seek relief for another Party's breach of a representation or warranty or affect the Party's right to indemnification under Section 10.1, Section 11.1, or Section 11.2 hereof.

(c) In the event that IASIS shall make any amendment, modification or supplement to any representation, warranty, covenant or related disclosure schedule in the Merger Agreement relating, directly or indirectly, to any of the Real Property or if Steward shall otherwise have Knowledge that any of the representations and warranties of the IASIS Parties contained in the Realty Agreement (without giving effect to any limitation as to “materiality”, “Material Adverse Effect”, or similar terms set forth therein) do not remain true and correct for any reason, then Steward shall immediately notify the MPT Parties of the same and make any necessary updates to the disclosure schedules to the Realty Agreement (any such update, a “Realty Agreement Supplement”). If the MPT Parties, after having a period of five (5) Business Days to review any such Realty Agreement Supplement proposed by Steward, determines in the MPT Parties’ reasonable discretion that the MPT Parties should not consummate the transactions contemplated by this Agreement because such Realty Agreement Supplement discloses facts or circumstances having, as applicable, a “Steward Material Adverse Effect” (individually or in the aggregate with facts or circumstances disclosed in the original schedules to the Realty Agreement or any amended or modified schedule to the Realty Agreement), then such Party may terminate this Agreement on or before the Closing by giving a Termination Notice, whereupon the other Parties shall be entitled, for a period of ten (10) Business Days after its receipt of the Termination Notice, to cure the matter that has triggered such Termination Notice.

(d) In the event that IASIS shall make any amendment, modification or supplement to any representation, warranty, covenant or related disclosure schedule in the Purchase Agreement relating, directly or indirectly, to any of the Real Property or if the MPT Parties shall otherwise have Knowledge that any of the representations and warranties of the IASIS Parties contained in the Purchase Agreement (without giving effect to any limitation as to “materiality”, “Material Adverse Effect”, or similar terms set forth therein) do not remain true and correct for any reason, then the MPT Parties shall immediately notify Steward of the same and make any necessary updates to the disclosure schedules to the Purchase Agreement (any such update, a “Purchase Agreement Supplement”). If Steward, after having a period of five (5) Business Days to review any such Purchase Agreement Supplement proposed by the MPT Parties, determines in Steward’s reasonable discretion that Steward should not consummate the transactions contemplated by this Agreement because such Purchase Agreement Supplement discloses facts or circumstances having, as applicable, an “MPT Material Adverse Effect” (individually or in the aggregate with facts or circumstances disclosed in the original schedules to the Purchase Agreement or any amended or modified schedule to the Purchase Agreement), then such Party may terminate this Agreement on or before the Closing by giving a Termination Notice, whereupon the other Parties shall be entitled, for a period of ten (10) Business Days after its receipt of the Termination Notice, to cure the matter that has triggered such Termination Notice.

Section 13.3 Assignment. This Agreement is not assignable by any party without the prior written consent of the other parties. Notwithstanding the foregoing, the MPT Parties may at any time and without the consent of Steward assign all of the MPT Parties’ rights and obligations hereunder to any Affiliate of the MPT Parties; *provided, however*, that no such assignment shall relieve or release the MPT Parties from their obligations hereunder.

Section 13.4 Severability. The Parties agree that each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application of this Agreement (as to any Party or otherwise) is held to be prohibited by or invalid under applicable law, such provision or application shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other applications of this Agreement.

Section 13.5 Expenses. Subject to Section 9.3 hereof, Steward is responsible for, and shall pay or reimburse to MPT Parties upon demand for, all reasonable expenses (including but not limited to legal, accounting, brokerage and other fees and expenses) which may be incurred by MPT Parties or its Affiliates with respect to this Agreement, the Merger Agreement, the Purchase Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby. In addition, Steward is responsible for, and shall pay to MPT Parties or the applicable third parties upon demand, the costs of all surveys, inspections, title policies, environmental and other third party reports required by MPT Parties, recording fees, transfer taxes, lease taxes, and all other expenses incurred in the transactions contemplated hereby and thereby. For the avoidance of doubt, MPT Parties may submit to Steward after the Closing copies of additional invoices relating to costs and expenses, and Steward shall reimburse MPT Parties within ten (10) days after receipt thereof. In addition to the foregoing, Steward shall cause the IASIS Seller Parties and their applicable Affiliates to pay all costs and expenses required to be paid pursuant to Section 6.4, Section 10.6 and the other terms and conditions of the Purchase Agreement.

Section 13.6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

Section 13.7 Jurisdiction and Venue. EACH OF THE PARTIES CONSENTS TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 13.7, EACH OF THE PARTIES AGREES THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF DELAWARE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES EXPRESSLY ACKNOWLEDGES THAT DELAWARE IS A FAIR, JUST AND REASONABLE FORUM AND AGREES NOT TO SEEK REMOVAL OR TRANSFER OF ANY ACTION FILED BY THE OTHER PARTIES IN SAID COURTS. FURTHER, EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO SECTION 13.1 SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PARTY FOR ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT MAY BE ENFORCED IN ANY OTHER COURT TO WHOSE JURISDICTION ANY OF THE PARTIES IS OR MAY BE SUBJECT.

Section 13.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT OR SUCH AGREEMENTS.

Section 13.9 Specific Performance and Remedies.

(a) The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were

otherwise breached and that each party hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the provisions of this Agreement (without any requirement to post any bond or other security in connection with seeking such relief), or any other remedy at law or equity, exclusively in accordance with Section 13.7 hereof. The Parties hereto agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by Steward, on the one hand, and to prevent or restrain breaches of this Agreement by the MPT Parties, on the other hand, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement. Each of the Parties hereto hereby irrevocably submits with regard to any such action or proceeding relating to this Section 13.9, for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Section 13.9 in any court other than the aforesaid courts. For purposes of this Section 13.9, each of the Parties hereto hereby consents to service of process in accordance with the terms of Section 13.7 of this Agreement.

(b) If the Closing shall not have occurred because of a breach by any of the Parties of their respective obligations under this Agreement and all of the conditions to such Parties' obligations as set forth in Article 7 have either been satisfied or previously waived (or would have been satisfied or are capable of being satisfied but for such breach of such Parties' respective obligations under this Agreement), subject to Sections 13.9(d) and (e) below then the non-breaching Parties shall have the right to a court order specifically enforcing the provisions of this Agreement to which such breach applies and, in any event, to specifically force the Closing to occur. If any of the non-breaching Parties brings any action to enforce specifically the performance of the terms and provisions of this Agreement by the breaching Parties, the Termination Date shall automatically be extended by (x) the amount of time during which such action is pending, plus twenty (20) Business Days or (y) such other time period established by the Delaware court presiding over such action.

(c) In no event shall either party be entitled to both specific performance and damages. Neither party shall be entitled to special, punitive or consequential damages.

(d) For the avoidance of doubt, and notwithstanding the foregoing provisions of this Section 13.9, Steward acknowledges that Steward shall not be entitled to an injunction or injunctions or otherwise to enforce specifically the provisions of this Agreement unless the IASIS Seller Parties are entitled to seek specific performance to cause the MPT Parties to consummate the Purchase Transaction pursuant to Section 10.10 of the Purchase Agreement.

(e) For the avoidance of doubt, and notwithstanding the foregoing provisions of this Section 13.9, the MPT Parties acknowledge that the MPT Parties shall not be entitled to an injunction or injunctions or otherwise to enforce specifically the provisions of this Agreement unless IASIS is entitled to seek specific performance to cause Steward and Merger Sub to consummate the Merger pursuant to Section 10.12 of the Merger Agreement.

Section 13.10 Entire Agreement; Modification. This Agreement, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the Parties with respect to the transactions contemplated herein (other than the Confidentiality Agreement), and all prior agreements, understandings, representations and statements (oral or written) are merged into this Agreement. The Parties have not relied upon, and shall not be entitled to rely upon, any prior or contemporaneous agreements, understandings, representations or statements (oral or written) other than this Agreement in effecting the transactions contemplated herein or otherwise. Neither this Agreement, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by the Parties; provided, further, that the Parties shall not agree to any such modification or amendment that would reasonably be likely to have a material adverse effect on the IASIS Seller Parties unless the Parties obtain the prior written consent of IASIS.

Section 13.11 Extension; Waiver. At any time prior to the Closing Date, the parties hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the party against which such waiver or extension is to be enforced. Waiver of any term or condition of this Agreement by a party shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition by such party, or a waiver of any other term or condition of this Agreement by such party.

Section 13.12 Joint Drafting. The Parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provisions of this Agreement in favor of or to the advantage of one Party as opposed to the other Parties as a result of one Party drafting this Agreement as opposed to the other Parties or in resolving any conflict or ambiguity in favor of one Party as opposed to the other Parties on the basis of which Party drafted this Agreement are hereby expressly waived by all Parties to this Agreement.

Section 13.13 Counterparts. This Agreement may be executed in any number of counterparts and via facsimile or other electronic means, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 13.14 Binding Effect; No Third Part Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, except as expressly set forth herein, is not intended to confer upon any other Person (other than Non-Recourse Party with respect to Section 13.16 hereof) any rights or remedies hereunder.

Section 13.15 Exhibits within Exhibits. All exhibits or schedules referenced within any of the Exhibits attached hereto, which are not otherwise attached in an agreed upon form to such Exhibit, shall be mutually agreed to by the parties.

Section 13.16 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, or in any document or instrument delivered in connection herewith, each of the Parties, by its acceptance, directly or indirectly, of the benefits of this Agreement, expressly covenants, acknowledges and agrees that no Person other than the Parties hereto shall have any obligation hereunder (and with respect thereto, only to the extent expressly provided herein) and that no recourse hereunder shall be had against, and no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Parties' former, current and future direct or indirect equity holders, controlling persons, directors, officers, employees, agents, Financing Sources (as defined in the Purchase Agreement), Affiliates, advisors, members, managers, general or limited partners, assignees, or representatives or any of their respective former, current or future direct or indirect equity holders, controlling persons, directors, officers, employees, agents, Affiliates, advisors, members, managers, general or limited partners or assignees, or representatives (each being referred to as a "Non-Recourse Party"), for any obligations of the Parties under this Agreement, or for any claim based on, in respect of, or by reason of any such obligations or their creation, through any of the Parties or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of any of the Parties hereto against any of the other Parties or any Non-Recourse Party, by the enforcement of any judgment or assessment or by any legal or equitable proceeding, by virtue of any law, statute, or

regulation, or otherwise. Each of the Parties hereby covenants and agrees that it shall not institute, and shall cause each of its Affiliates and its equity holders and representatives not to attempt to assign or institute, directly or indirectly, any claim, suit or proceeding or bring, or attempt to assign, any other claim arising under, or in connection with, this Agreement against any Non-Recourse Party.

Section 13.17 Electronically Transmitted Signatures. In order to expedite the execution of this Agreement, telecopied signatures or signatures sent by electronic mail may be used in the place of original signatures on this Agreement. The Parties intend to be bound by the signatures of the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature. Following any facsimile or electronic mail transmittal, the Party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Agreement.

Section 13.18 Necessary Actions. Each Party shall perform any further acts and execute and delivery any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 13.19 Public Announcements. No press release or public announcement related to this Agreement or the transactions contemplated herein shall be issued or made by any party hereto (or any Affiliate to a party hereto) without the joint approval of the other parties hereto, unless required by Law (in the reasonable opinion of counsel) in which case the other parties shall have the right to review such press release, announcement or communication prior to issuance, distribution or publication. Notwithstanding the foregoing, a party may, without the prior consent of the other parties hereto, (a) issue or cause publication of any such press release or public announcement to the extent that such party reasonably determines, after consultation with outside legal counsel, such action to be required by Law or by the rules of any applicable self-regulatory organization (including, without limitation, federal and state securities laws and the rules and regulations of the NYSE or NASDAQ), in which event such party will use its commercially reasonable efforts to allow the other parties hereto reasonable time to comment on such press release or public announcement in advance of its issuance, (b) disclose that it has entered into this Agreement and the other Transaction Documents, and may provide and disclose information regarding this Agreement, the parties to this Agreement and the other Transaction Documents, the Owned Real Property, the Mortgaged Real Property, the Facilities and the other assets and properties subject hereto and thereto, and such additional information which such party may reasonably deem necessary, to its proposed investors in connection with a public offering or private offering of securities, or any current or prospective lenders with respect to its financing, and to investors, analysts and other parties in connection with earnings calls and other normal communications with investors, analysts and other parties, or (c) include any information in a prospectus, prospectus supplement or other offering circular or memorandum in connection with public or private capital raising or other activities undertaken by such party.

[Signatures Appear on the Following 2 Pages.]

MPT PARTIES:

MPT OF MESA, LLC
MPT OF WEST MONROE, LLC
MPT OF PORT ARTHUR, LLC
MPT OF WEST VALLEY CITY, LLC
MPT OF HOPE-STEWARD, LLC
MPT OF ODESSA-STEWARD, LLC
MPT OF HOUSTON-STEWARD, LLC
MPT OF PHOENIX-STEWARD, LLC
MPT OF SALT LAKE CITY-STEWARD, LLC
MPT OF SAN ANTONIO-STEWARD, LLC
MPT OF TEMPE-STEWARD, LLC
MPT OF TEXARKANA-STEWARD, LLC
MPT OF LAS VEGAS-STEWARD, LLC
MPT OF LAYTON-STEWARD, LLC
MPT OF WEST JORDAN-STEWARD, LLC
MPT OF HOUSTON RE - STEWARD, LLC
MPT OF LAYTON RE - STEWARD, LLC
MPT OF MARICOPA RE - STEWARD, LLC
MPT OF ODESSA RE - STEWARD, LLC
MPT OF OGDEN RE - STEWARD, LLC
MPT OF PHOENIX RE - STEWARD, LLC
MPT OF PORT ARTHUR RE - STEWARD, LLC
MPT OF WOODLAND PARK RE - STEWARD, LLC
MPT OF SAN ANTONIO RE - STEWARD, LLC
MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC
MPT OF LEHI-STEWARD, LLC
MPT SYCAMORE OPCO, LLC

BY: MPT OPERATING PARTNERSHIP, L.P.
TITLE: SOLE MEMBER OF EACH OF THE
FOREGOING ENTITIES

By: /s/ R. Steven Hamner
Name: R. Steven Hamner
Title: Executive Vice President and CFO

[Signatures Continue on Following Page]

STEWARD:

STEWARD HEALTH CARE SYSTEM LLC

By: /s/ Ralph de la Torre

Name: Ralph de la Torre, M.D.

Title: President & Chairman

Signature Page 2 of 2
IASIS (Project Ignite) Master Agreement

REAL PROPERTY ASSET PURCHASE AGREEMENT

BY AND AMONG

IASIS HEALTHCARE CORPORATION,

as “IASIS”

AND

**THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO,
collectively as the “Sellers”**

AND

**THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO,
collectively as the “MPT Parties”**

Dated as of May 18, 2017

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REAL PROPERTY ASSET PURCHASE AGREEMENT

THIS REAL PROPERTY ASSET PURCHASE AGREEMENT (“**Agreement**”) made and entered into as of May 18, 2017 (the “**Effective Date**”), by and among IASIS HEALTHCARE CORPORATION, a Delaware corporation (“**IASIS**”), the entities listed on Schedule 1 hereto under the heading “**Sellers**” (individually and collectively as the context may require, the “**Sellers**”) (together with IASIS, individually and collectively as the context may require, the “**IASIS Parties**”), and the entities listed on Schedule 1 hereto under the heading “**Buyers**” (individually and collectively as the context may require, the “**Buyers**” or the “**MPT Parties**”). IASIS, the Sellers, and the MPT Parties are herein sometimes collectively referred to as the “**Parties.**” An index of defined terms used in this Agreement is attached as Annex A hereto.

RECITALS

WHEREAS, the Sellers collectively own certain separate tracts of land, all being more particularly described on EXHIBIT A attached hereto, including all of the Sellers’ right, title and interest in and to all hereditaments, easements, rights of way and other appurtenances related thereto (the “**Owned Land**”), and all of Sellers’ right, title and interest in and to all Improvements located thereon (the Owned Land and such Improvements located thereon are sometimes collectively referred to herein as the “**Owned Real Property**”);

WHEREAS, the Sellers operate a portfolio of community-based healthcare facilities located on the Owned Real Property (each such facility shall be individually referred to as a “**Facility**” and collectively, the “**Facilities**”);

WHEREAS, subject to satisfaction of the terms and conditions set forth herein, each Seller hereby agrees to sell to the applicable Buyer and each Buyer hereby agrees to purchase from the applicable Seller, the applicable Owned Real Property and all of the Acquired Assets (as defined below) owned by such Seller, as set forth on Schedule 2 (collectively, the “**Sales**”);

WHEREAS, (i) Mountain Vista Medical Center, LP, (ii) IASIS Glenwood Regional Medical Center, LP, (iii) The Medical Center of Southeast Texas, LP and (iv) Jordan Valley Medical Center, LP (collectively, the “**Current IASIS Lessees**”) collectively lease certain separate tracts of land, all being more particularly described on EXHIBITS B-1 et. seq. attached hereto, including all hereditaments, easements, rights of way and other appurtenances related thereto (the “**MPT Leased Land**” and, together with the Owned Land, collectively, the “**Land**”), and all Improvements located thereon (the MPT Leased Land and such Improvements located thereon are sometimes collectively referred to herein as the “**MPT Real Property**” and, together with the Owned Real Property, the “**Real Property**”) from certain of the MPT Parties, namely, MPT of Mesa, LLC, MPT of West Monroe, LLC, MPT of Port Arthur, LLC and MPT of West Valley City, LLC, each a Delaware limited liability company (collectively, the “**Current MPT Lessors**”), pursuant to the terms and conditions of the existing MPT-IASIS Leases (as hereinafter defined) and, subject to and conditioned upon the Closing occurring under this Agreement, the same shall be terminated by the Current IASIS Lessees and the Current MPT Lessors as hereinafter provided (collectively, the “**Lease Terminations**”);

WHEREAS, subject to satisfaction of the terms and conditions set forth herein, the consummation of the Sales, the payment of the aggregate Purchase Price, and the Lease Terminations, will occur simultaneously on the Closing Date (collectively, the “**Transactions**”), followed immediately thereafter (on the same Business Day) by the consummation of the transactions contemplated under that certain Agreement and Plan of Merger, dated contemporaneously herewith, by and among Steward Health Care System LLC, a Delaware limited liability company (“**Steward**”), Ignite Merger Sub, Inc., a Delaware corporation (“**Merger Sub**”), IASIS and Shareholder Representative Services, LLC, a Colorado limited liability company (as the same may be amended, modified or supplemented from time to time, the “**Merger Agreement**”); and

WHEREAS, MPT Operating Partnership, L.P., (“**MPT**”) an affiliate of the MPT Parties, has executed and delivered to the IASIS Parties that certain Limited Funding Guaranty, dated contemporaneously herewith, guaranteeing the MPT Parties’ payment of the Purchase Price (as herein defined) and certain other obligations of MPT and the MPT Parties as set forth therein (as the same may be amended, modified or supplemented from time to time, the “**Limited Guaranty**”).

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements and commitments set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, it is hereby agreed by and among the Parties as follows:

1. BASIC TRANSACTION.

1.1. Sale and Purchase of Assets. On and subject to satisfaction of the terms and conditions of this Agreement: (i) each Seller hereby agrees to sell, assign, convey, transfer and deliver to the applicable Buyer and each such Buyer hereby agrees to purchase and otherwise acquire from such Seller, all of such Seller’s right, title and interest in and to the Owned Real Property and Acquired Assets (each free and clear of all Encumbrances other than Permitted Encumbrances) owned by such Seller for the amounts set forth on **Schedule 2** (and, with respect to the Purchase Price allocations for the Unallocated Parcels set forth on **Schedule 2**, as such schedule is updated in accordance with **Section 1.7(c)**) and (ii) each applicable Current IASIS Lessee and each applicable Current MPT Lessor agrees, to terminate the existing MPT-IASIS Leases pursuant to the terms and conditions hereinafter set forth. Except as otherwise expressly provided to the contrary herein, the obligations and liabilities of the IASIS Parties under this Agreement shall be joint and several and the MPT Parties’ obligations and liabilities under this Agreement shall be joint and several.

The term “**Acquired Assets**” shall mean, with respect to each Seller, individually and as applicable, all of such Seller’s right, title and interest in and to the following:

(a) To the extent permitted by applicable law and legally assignable, all intangible property relating exclusively to the Owned Real Property, including, but not limited to, zoning rights, Licenses (other than those Licenses relating to the operation of the Facilities, including,

without limitation, the Healthcare Licenses, which are specifically excluded) and Warranties and indemnifications or similar rights affecting or inuring to the benefit of the Owned Real Property or the owner thereof; and

(b) To the extent owned and in the possession or control of any of the IASIS Parties and to the extent assignable, all site plans, surveys, architectural drawings, plans and specifications, building condition inspection reports, engineering and environmental plans and studies, title reports, floor plans and landscape plans relating to the Owned Real Property (collectively the “**Property Documents**”).

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, including Section 1.1 above, each of the IASIS Parties, as applicable, shall retain all of its right, title and interest in and to and shall have no obligation to (and shall not be deemed to) sell, assign, convey, transfer, mortgage, pledge, hypothecate or otherwise deliver to Buyers any or all of its assets and properties other than the Owned Real Property and the Acquired Assets (collectively, the “**Excluded Assets**”).

1.3. Purchase Price. The aggregate purchase price to be paid by the Buyers to the Sellers for the Sellers’ Owned Real Property and Acquired Assets (the “**Purchase Price**”) shall be the amount of Seven Hundred Million Dollars (\$700,000,000). The aggregate Purchase Price shall be allocated among and paid to each of the Sellers in accordance with the Individual Purchase Prices set forth on Schedule 2 (and, with respect to the Purchase Price allocations for the Unallocated Parcels set forth on Schedule 2, as such schedule is updated in accordance with Section 1.7(c)). The Purchase Price shall not be subject to any adjustments or prorations, including, without limitation, for Taxes or payments in respect of utilities systems or services. The full amount of the Purchase Price will be used by the IASIS Parties or their Affiliates to make or repay certain intercompany loans, to make certain distributions to equityholders, including minority owners of Sellers, to the extent permitted by Law (the “**Upstream Transactions**”) and to repay existing Indebtedness of the IASIS Parties in connection with the consummation of this Agreement and the Merger Agreement.

1.4. Payment of Purchase Price.

(a) Purchase Price. The aggregate Purchase Price for the Sellers’ Owned Real Property and Acquired Assets relating to each Facility shall be paid at the Closing in cash by wire transfer or delivery of other immediately available U.S. funds payable to the order of the applicable Seller, or as otherwise directed in writing by IASIS.

(b) Disbursements. The Parties acknowledge that the delivery and disbursement of the foregoing proceeds shall be through the Title Company as described in Section 1.6(a).

1.5. Liabilities of Sellers. Notwithstanding any other provision in this Agreement to the contrary, none of the MPT Parties shall assume or agree to pay, satisfy, discharge or perform, or shall be deemed by virtue of the execution and delivery of this Agreement, the other Transaction Documents, or any other document (including Transaction Documents) delivered at the Closing pursuant to this Agreement, or as a result of the consummation of the Transactions

contemplated by this Agreement, the other Transaction Documents or such other document, to have assumed, or to have agreed to pay, satisfy, discharge or perform, or shall be liable for, any liability, obligation, contract, or Indebtedness of any of the IASIS Parties or any other Person, whether primary or secondary, direct or indirect, relating to the ownership, use or operation of any of the Owned Real Property, the Acquired Assets, or the Facilities prior to the Closing, any liability or obligation arising out of or related to any breach, default, tort or similar act committed by any of the IASIS Parties or any of their Affiliates relating to the ownership, use or operation of the Owned Real Property, the Acquired Assets, or the Facilities prior to the Closing, or for any failure of the IASIS Parties or any of their Affiliates to perform any covenant or obligation for or during any period prior to the Closing, and any liability arising out of the ownership, use or operation of the Owned Real Property, the Acquired Assets, and the Facilities by the IASIS Parties or any other Person prior to the Closing (collectively, the “**Excluded Liabilities**”). The terms of this Section 1.5 shall survive the Closing.

1.6. Closing; Deliverables. Subject to Section 6, the Parties hereby agree that the closing of the transactions contemplated hereby shall be consummated as follows:

(a) Closing. The closing of the Transactions hereunder (the “**Closing**”) shall occur as promptly as practicable (but in no event later than the third (3rd) Business Day following the satisfaction or waiver of the conditions precedent set forth in Article VI of this Agreement (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of those conditions at Closing, or on such other date or at such other time or place as the Parties hereto may mutually agree (the “**Closing Date**”)); provided, however, that, if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article VI (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of those conditions at the Closing), the Closing shall occur on the date following such satisfaction or waiver of such conditions (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of those conditions at the Closing) that is the earlier to occur of (a) a Business Day during the Marketing Period to be specified by Buyers on no less than three (3) Business Days prior written notice to the IASIS Parties, (b) the first (1st) Business Day following the final day of the Marketing Period and (c) the second (2nd) Business Day prior to the Termination Date. The Closing shall be handled through deliveries into escrow with the Title Company, as escrow agent, pursuant to a customary and reasonable escrow agreement among the IASIS Parties, the MPT Parties and Title Company in accordance with the terms of this Agreement, or in such other manner and at such other place as agreed to by the Parties hereto.

(b) Seller Closing Deliverables. At Closing, the Sellers and the other applicable IASIS Parties shall deliver possession of the applicable Owned Real Property and Acquired Assets, and shall deliver or cause to be delivered:

(i) Officer’s Certificates. Certificates in commercially reasonable and customary form from each of the Sellers, in each case executed and delivered by a duly authorized officer (or Persons exercising similar authority) of such Seller, certifying with respect to the Sellers, as applicable, as to (A) such Seller’s articles or certificate of incorporation, bylaws, operating agreements, limited liability company agreements or partnership agreements,

as applicable, each as in effect as of the Closing Date and (B) a copy of the resolutions or written consent duly adopted by the applicable Seller's general partner, board of directors (or Persons exercising similar authority) authorizing the consummation of the Transactions applicable to such Seller, including, to the extent permitted by Law, the Upstream Transactions applicable to such Seller.

(ii) Certificates of Existence and Good Standing. Certificates of existence and good standing of the Sellers dated within twenty (20) days prior to the Closing Date from, as applicable, the State of its incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary in any other State or Commonwealth, from such State or Commonwealth.

(iii) Third-Party Consents. The IASIS Parties shall have delivered to the MPT Parties a written consent to the collateral assignment of lease in commercially customary and reasonable form from the third party landlord to the lease set forth on Schedule 1.6(b)(iii).

(iv) Closing Transaction Documents. The Transaction Documents listed and described on the attached EXHIBIT C.

(v) Payoff Letters. Copies of all debt payoff letters, in commercially reasonable form, in respect of the Credit Facilities and any Indebtedness of the IASIS Parties to be paid either at Closing pursuant to Section 4.2 or upon the closing under the Merger Agreement, including, without limitation, any principal, interest, fees or penalties outstanding or accrued thereunder, in each case, as of the Closing Date (the "**Debt Payoff Amount**").

(vi) Closing Statement. A Closing Statement regarding the Transactions contemplated herein, in form and substance reasonably satisfactory to the Parties (the "**Closing Statement**").

(c) Buyer Closing Deliverables. The MPT Parties and their Affiliates shall deliver the aggregate Purchase Price for the applicable Owned Real Property and Acquired Assets as provided in this Agreement, and shall deliver or cause to be delivered:

(i) Officer's Certificate. A certificate, executed and delivered by a duly authorized officer of each of the MPT Parties (or their parent entities), dated as of the Closing Date, stating therein that the conditions set forth in Sections 6.2(a), (b), and (c) have been satisfied and which shall include a copy of the resolutions of the MPT Parties' members, authorizing the consummation of the Transactions.

(ii) Certificates of Existence and Good Standing. Certificates of existence and good standing of the MPT Parties dated within twenty (20) days prior to the Closing Date from, as applicable, the State of its incorporation or formation and, to the extent in which the character of its properties or in which the transaction of its business makes such qualification necessary in any other State or Commonwealth, from such State or Commonwealth.

(iii) Closing Transaction Documents. The Lease Terminations listed and described on the attached EXHIBIT C.

1.7. Allocation of Purchase Price.

(a) The purchase price for U.S. federal income tax purposes shall be allocated among the parcels of the Owned Real Property purchased by the Buyers as set forth on Schedule 2 attached hereto (and, with respect to the purchase price allocations for the Unallocated Parcels set forth on Schedule 2, as such schedule is updated in accordance with Section 1.7(c) below) in accordance with Law, including applicable Treasury Regulations. The purchase price for U.S. federal income tax purposes for the Owned Real Property of each individual Seller set forth on Schedule 2 (and, with respect to the purchase price allocations for the Unallocated Parcels set forth on Schedule 2, as such schedule is updated in accordance with Section 1.7(c) below) shall be referred to herein as the “**Individual Purchase Price**” for the Owned Real Property of such individual Seller.

(b) No portion of the purchase price for U.S. federal income tax purposes shall be allocated to any of the MPT Real Property, the Acquired Assets or Excluded Assets, in each case except upon a contrary final determination of an applicable Taxing authority.

(c) Notwithstanding anything to the contrary in this Agreement, the IASIS Parties shall, following the Effective Date, in reasonable consultation with the MPT Parties, allocate the amount set forth under the heading “Unallocated Purchase Price” for the Unallocated Parcels set forth on Schedule 2 among the Sellers that own such Unallocated Parcels based on a reasonable, good faith allocation method determined by the IASIS Parties, which reasonable allocation method may include, but shall not be limited to, taking into account factors such as the book value, tax basis or real property tax assessment basis of such Owned Real Property, third party appraisals, or other reasonable methodology determined by the IASIS Parties. Once such allocations are made, the Parties shall update Schedule 2 to reflect the Individual Purchase Prices for each of the Unallocated Parcels and such updated Schedule 2 shall thereafter apply for all purposes of this Agreement.

(d) The foregoing allocations shall be binding on the Parties for all purposes. Each party agrees to report to all appropriate Governmental Bodies any attendant gain or other Tax item consistent with such allocation. Without limiting the generality of the foregoing, such allocations shall be binding on the Parties for purposes of Section 1060 of the Code and for all federal, state and local income tax and accounting purposes. The Parties agree to use, and to not take any position which is inconsistent with, such allocation in the preparation and filing of any tax return, report, or information return or statement related to Taxes (including Form 8594), accounting or regulatory requirements, in any communication with any Tax authority, or in connection with any tax proceeding, in each case except upon a contrary final determination of an applicable Taxing authority.

2. REPRESENTATIONS AND WARRANTIES OF THE IASIS PARTIES. Except as set forth in the applicable sections of the Schedules, IASIS and each of the Sellers (as to itself only) represent and warrant to the MPT Parties as follows as of the date of this Agreement and as of the Closing Date:

2.1. Organization and Qualification; Subsidiaries. IASIS is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has all requisite corporate power and authority to own, lease and operate all of its properties and assets and to conduct its business as it is now being conducted. IASIS is duly qualified or licensed and in good standing to do business as a foreign corporation in each jurisdiction in which the nature of its business, or the ownership, leasing or operation of its properties or assets, makes such qualification or licensure necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to have an IASIS Material Adverse Effect.

2.2. Subsidiaries of IASIS.

(a) Each of the Sellers (i) is a duly organized and validly existing corporation, partnership or limited liability company in good standing under the Laws of the jurisdiction of its organization, (ii) has all requisite corporate, partnership or limited liability company power and authority to own, lease and operate all of its properties and assets and to conduct its business as it is now being conducted and (iii) is duly qualified or licensed and in good standing to do business as a foreign corporation, partnership or limited liability company in each jurisdiction in which the nature of its business, or the ownership, leasing or operation of its properties or assets, makes such qualification or licensure necessary, except where the failure to be so organized, validly existing, in good standing, qualified or licensed would not individually or in the aggregate be material to any such Seller.

(b) IASIS has made available to the MPT Parties a correct and complete copy of the certificate of incorporation or other formation document and all amendments thereto of each of the IASIS Parties and a correct and complete copy of each such entity's bylaws or other governing document and all amendments thereto, each as in effect on the date hereof. None of the IASIS Parties are in default under or in violation of any provision of their respective formation or governing documents.

2.3. Authority; Binding Effect. Except as set forth on Schedule 2.3, each of the IASIS Parties has all requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and each of the Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Transaction Documents by the IASIS Parties, and the consummation of the Transactions, have been duly authorized by all necessary action on the part of the IASIS Parties, and no other corporate, partnership or limited liability company action on the part of any IASIS Party is required to authorize the execution, delivery and performance hereof or thereof by the IASIS Parties. This Agreement has been duly executed and delivered by each IASIS Party and, assuming that this Agreement has been duly authorized, executed and delivered by the MPT Parties, constitutes the valid and legally binding obligation of the IASIS Parties, enforceable against the IASIS Parties in accordance with its respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.4. Outstanding Options. (i) Except for the Options and RSU Awards issued pursuant to the Company Incentive Plan and described on **Schedule 2.4**, there are no outstanding Options, restricted shares, restricted stock units, restricted membership units, stock appreciation rights, subscription rights, conversion rights, exchange rights, right of first refusal, performance units, profits interest, contingent value rights, profit participation rights, “phantom” stock or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any equity interests in IASIS or Contracts of any character to which IASIS is a party requiring, and there are no securities of IASIS outstanding which upon conversion or exchange would require, the issuance of any equity interests of IASIS or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase, or valued by reference, in whole or in part, to any equity interests of IASIS; (ii) there is no obligation, contingent or otherwise, of IASIS or any Seller to (A) repurchase, redeem or otherwise acquire any share of the capital stock or other equity interests of IASIS or any Seller, or (B) other than in connection with the Credit Facilities or pursuant to inter-company arrangements among or between IASIS and one or more of the Sellers or among or between one or more subsidiaries of IASIS, provide funds to, or make any investment in (in the form of a loan, capital contribution or otherwise), provide any guarantee with respect to the obligations of, IASIS or any Seller or any other Person or to register under federal or state securities Laws any equity interests of IASIS or any Seller; and (iii) other than in connection with any of the Plans, neither IASIS nor any Seller, directly or indirectly, owns, or has agreed to purchase or otherwise acquire, the capital stock or other equity interests of, or any interest convertible into or exchangeable or exercisable for such capital stock or such equity interests of, any corporation, partnership, joint venture or other entity.

2.5. No Conflict; Consents.

(a) Assuming the truth and accuracy of the representations and warranties set forth in **Sections 3.2** and **3.3**, the execution and delivery of this Agreement and the other Transaction Documents by the IASIS Parties does not, and the performance by the IASIS Parties of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not, require any IASIS Party to obtain any material consent, approval, waiver, authorization, Permit or Insurance License of, or to make any material filing or registration with or notification to (“**Consents**”), any Governmental Body, except as set forth in **Schedule 2.5(a)**.

(b) Assuming receipt of all approvals, authorizations, consents or waiting period expirations or terminations related to the required Consents described in **Section 2.5(a)**, the execution and delivery of this Agreement and the other Transaction Documents by the IASIS Parties do not, and the performance of this Agreement and the other Transaction Documents by the IASIS Parties and the consummation of the transactions contemplated hereby and thereby will not, conflict with or violate, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default), result in a loss of rights or creation of any Encumbrances (other than Permitted Encumbrances) on the Owned Real Property or trigger new obligations under, or give to others any right of termination, amendment, modification, suspension, revocation, acceleration or cancellation of, or require any payment or Consent under any provision, or otherwise change (whether automatically or by the election of a party thereto) any terms or conditions in effect prior to the execution and delivery of this

Agreement or the Transaction Documents or consummation of the Transactions, pursuant to (i) the certificate of incorporation or by-laws or other comparable organizational documents, in each case as currently in effect, of IASIS or any Seller, (ii) any Orders or Laws applicable to IASIS or any Seller or by or to which any of the Owned Real Property is bound or subject, or (iii) any Material Contract, Permit or Insurance License to which IASIS or any Seller is a party or by or to which the Owned Real Property is bound or subject, except (x) as set forth on **Schedule 2.5(b)**, and (y) in the case of clauses (ii) and (iii) above, for such conflicts, violations, breaches, defaults, rights or failure to receive any such Consents that would not individually or in the aggregate be material to IASIS or any Seller.

2.6. **Financial Statements.**

(a) **Schedule 2.6(a)** sets forth true, correct and complete copies of (i) the audited consolidated balance sheets of IASIS and its Subsidiaries as of September 30, 2016 (the “**Audited Balance Sheet**” and the date thereof, the “**Audited Balance Sheet Date**”) and September 30, 2015, and the related audited consolidated statements of income, cash flow and changes in stockholders’ equity of IASIS and its Subsidiaries for the fiscal years then ended (the “**Annual Financials**”) and (ii) the unaudited consolidated balance sheets of IASIS and its Subsidiaries as of March 31, 2017 and the related unaudited consolidated statements of income, cash flow and changes in stockholders’ equity of IASIS and its Subsidiaries for the quarter then ended (the “**Most Recent Balance Sheet**” and the date thereof, the “**Most Recent Balance Sheet Date**,” and the Most Recent Balance Sheet together with the Annual Financials, the “**Financial Statements**”). For the avoidance of doubt, the Financial Statements of IASIS and its Subsidiaries described in this **Section 2.6** are the applicable financial statements of IASIS Healthcare LLC, IASIS’s wholly-owned Subsidiary.

(b) The Financial Statements fairly present, in all material respects, the consolidated financial position of IASIS and the Subsidiaries, as of the respective dates thereof, and the results of operations and the changes in cash flows of IASIS and the Subsidiaries, for the respective periods set forth therein. Each of the Financial Statements (including all related notes) (i) is consistent with the books and records of IASIS, (ii) was derived from the books and records of IASIS and (iii) has been prepared, in all material respects, in accordance with GAAP applied on a consistent basis during the periods involved, except as otherwise specifically noted therein, and subject, in the case of the Most Recent Balance Sheet, to normal year-end adjustments and the absence of footnote disclosures, none of which, individually or in the aggregate, will be material.

(c) IASIS and its Subsidiaries maintain internal controls designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements of IASIS and its Subsidiaries, including the Financial Statements. None of the boards of directors or managers of IASIS or any of its Subsidiaries or any audit committee of IASIS or any of its Subsidiaries have been advised by their accountants or consultants of: (x) any significant deficiencies or material weaknesses in the design or operation of the internal controls over financial reporting of IASIS or any of its Subsidiaries which would reasonably be expected to materially and adversely affect its ability to record, process, summarize and report financial data relating to the business of IASIS and its Subsidiaries, or (y) any fraud, whether or not material, that involves management or other employees who have a role in the internal controls

over financial reporting of IASIS or any of its Subsidiaries. The books and records of IASIS and its Subsidiaries are and have been properly prepared and maintained in form and substance adequate in all material respects for preparing audited consolidated financial statements, in accordance with GAAP and any other applicable legal and accounting requirements.

2.7. Taxes. There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any of the Owned Real Property or Acquired Assets.

2.8. No Brokers. No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of any of the IASIS Parties, to receive any commission, brokerage, finder's fee or other similar compensation in connection with the consummation of the Transactions.

2.9. Patriot Act Compliance.

(a) To the extent applicable to IASIS or any of the Sellers, each of them has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**").

(b) Neither IASIS nor any of the Sellers is included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, and neither IASIS nor any of the Sellers is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

2.10. Intentionally Omitted.

2.11. Title and Condition of the Real Property.

(a) At the Closing, the applicable Seller shall convey to the applicable Buyer marketable fee simple title in the applicable parcel(s) of Owned Real Property of such Seller, free and clear of any and all Encumbrances (other than Permitted Encumbrances).

(b) Except as set forth in the Due Diligence Documents, the IASIS Parties have received no written notice from any Governmental Body or other Person asserting that the occupancy, operation and use of the Owned Real Property violates, in any material respect, (i) any applicable Law, or (ii) any restrictive covenant or deed restriction (recorded or otherwise) affecting the Owned Real Property, other than any such violations which would not, individually or in the aggregate, be material to IASIS or any Seller.

(c) Except as set forth in the Due Diligence Documents, the IASIS Parties have received no written notice from any Governmental Body or other Person with respect to pending or threatened boundary line disputes related to the Owned Land, other than any such disputes which would not, individually or in the aggregate, be material to IASIS or any Seller.

(d) To the Knowledge of the IASIS Parties, (i) the existing water, sewer, gas and electricity lines, storm sewer and other utility systems are adequate to serve the utility needs of the Owned Real Property as currently used, (ii) all of said utilities are installed and operating, and (iii) all installation and connection charges have been paid in full, except in the cases of (i)-(iii) above as would not, individually or in the aggregate, be material to IASIS or any Seller.

(e) Except as set forth in **Schedule 2.11(e)**, none of the IASIS Parties has received any written notice: (i) of any Public Taking with regard to the Owned Land which has not been formally withdrawn, (ii) of any threatened or contemplated Public Taking, (iii) from any public authority of any public improvements that are required to be made and/or which have not heretofore been assessed and (iv) of any pending or threatened special, general or other assessments against or affecting any of the Owned Land, except in the cases of (i)-(iv) above as would not, individually or in the aggregate, be material to IASIS or any Seller. As used herein, “**Public Taking**” shall mean any material portion of the Owned Land is subject to condemnation, requisition or other taking by any public authority.

(f) Except as set forth in **Schedule 2.11(f)** hereto or as set forth in the Due Diligence Documents, there is no Litigation pending or, to the Knowledge of the IASIS Parties, threatened in writing, against or affecting all or any portion of the Owned Real Property that would reasonably be expected, individually or in the aggregate, to be material to IASIS or any Seller.

(g) Except as set forth in the Due Diligence Documents, the IASIS Parties have received no written notice from any Governmental Body or other Person asserting any facts or conditions which would result in the termination of the current access from the Owned Land to any presently existing public highways and/or roads adjoining or situated on the Owned Land or to sewer or other utility services to serve the Owned Land, except in each case as would not, individually or in the aggregate, be material to IASIS or any Seller.

(h) **Schedule 2.11(h)** sets forth an accurate and complete list of all written leases, subleases, licenses and other rental agreements that grant or will grant a possessory interest in and to any space in the Owned Real Property or that otherwise assign or convey rights with regard to the Owned Real Property or the Improvements and, in each case, for which IASIS Parties receive annual rental payments for such lease in excess of One Million and No/100 Dollars (\$1,000,000), if any, (collectively referred to as the “**Tenant Leases**”). To the Knowledge of the IASIS Parties, as applicable, **Schedule 2.11(h)**: (i) designates which of the Tenant Leases described therein are with the referral sources (as determined by any of the Healthcare Laws) for the Improvements and (ii) specifies the annual rent and security deposit, if any, for each Tenant Lease. Sellers have delivered or otherwise made available to the Buyers complete, correct and current copies, in all material respects, of all written Tenant Leases. Except as set forth in **Schedule 2.11(h)**, to the Knowledge of the IASIS Parties, there are no purchase contracts, options, rights of first refusal or other written agreements of any kind whereby any Person will have acquired or will have any right to acquire any right, title or interest in any material portion of the Owned Real Property or the Improvements.

(i) Except as set forth in **Schedule 2.11(i)**, no Seller has accepted the payment of rent or other sums due under any of the Tenant Leases for more than one (1) month in advance. Immediately following the Closing and effective upon the repayment and discharge of the Indebtedness and security instruments evidenced and secured by the Credit Facilities in accordance with this Agreement and the Merger Agreement, none of the Tenant Leases and none of the rents or other charges payable thereunder, if any, will have been assigned, pledged or encumbered by Sellers (except to Buyers) as security for any obligation.

(j) Except as set forth on **Schedule 2.11(j)**, the Tenant Leases (i) have not been modified, amended or assigned by the applicable Sellers, (ii) are, or will be at Closing, legally valid, binding and enforceable against the applicable Sellers, and, to their Knowledge, the other parties thereto in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and are in full force and effect, and (iii) there are no material monetary or nonmonetary defaults by the applicable Sellers or, to their Knowledge, the other parties thereto under any of the Tenant Leases, and except, in each case, as would not individually or in the aggregate be material to IASIS or any Seller.

(k) **Schedule 2.11(k)** sets forth a list of material ground leases on which material Improvements are located, parking leases of real property, and other leases where the annual rent payable by the IASIS Parties exceeds \$200,000, in each case, where any of the Sellers is the tenant and such lease is used in connection with the operation of the Facilities as currently conducted, and in each case except for any medical office building, physician offices or other office leases (collectively, the "Collateral Leases"). Sellers have delivered or otherwise made available to the Buyers complete, correct and current copies, in all material respects, of all Collateral Leases. Except as set forth on **Schedule 2.11(k)**, (i) the Collateral Leases have not been modified, amended or assigned by any of the Sellers and are, or will be at the Closing, legally valid, binding and enforceable against the applicable Sellers and, to their Knowledge, all other parties thereto, in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application affecting enforcement of creditors' rights or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and are in full force and effect, and (ii) there are no monetary defaults and no material non-monetary defaults by the applicable Sellers or, to their Knowledge, any other party under any of the Collateral Leases and except, in each case, as would not individually or in the aggregate be material to IASIS or any Seller.

(l) Except as set forth on **Schedule 2.11(l)**, no Seller is a party to any material Tax abatement agreement relating to the Owned Real Property. Except as disclosed on **Schedule 2.11(l)**, there are no outstanding waivers or agreements extending the statute of limitations for any period with respect to any Tax to which the Owned Real Property may be subject following the Closing.

2.12. Compliance with Environmental Laws.

(a) Except as set forth on **Schedule 2.12(a)**, IASIS and each of the Sellers are and for the prior five (5) years have been in compliance in all material respects with all applicable Environmental Laws (which compliance includes, but is not limited to, the possession by IASIS and each of the Sellers of all material Permits and other governmental authorizations required under applicable Environmental Laws, and material compliance with the terms and conditions thereof) and there is no action or proceeding pending or, to the Knowledge of the IASIS Parties, threatened to revoke, terminate, cancel or materially modify such Permits.

(b) Except as set forth on **Schedule 2.12(b)**, (i) there is no Litigation pursuant to any Environmental Law pending or, to the Knowledge of the IASIS Parties, threatened against IASIS or any Seller or affecting any of the Owned Real Property, and (ii) neither IASIS nor any Seller is a party to or subject to, or in default under, any Order issued pursuant to Environmental Law that has not been fully and completely resolved or that would reasonably be expected to result in any material future Liability to IASIS or any Seller.

(c) Neither IASIS nor any Seller has received any written or, to the Knowledge of IASIS, any other notice, complaint, Order, citation, complaint, demand, claim, suit, potentially responsible party letter or CERCLA information request, in each case, that is outstanding or unresolved, regarding any actual or alleged violation of Environmental Law or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations, relating to the Owned Real Property arising under any Environmental Law.

(d) Except as set forth on **Schedule 2.12(d)**, there are no Hazardous Materials present in, on or under the Owned Real Property in quantities or concentrations that require investigatory or remedial action by IASIS or any Sellers pursuant to applicable Environmental Law or that would reasonably be expected to result in a material Liability to IASIS or any Sellers under any applicable Environmental Law.

(e) Neither IASIS nor any Seller has used, treated, stored, manufactured, disposed of, arranged for or permitted the disposal of, transported, handled, or Released any Hazardous Material, or owned or operated the Owned Real Property (and none of the Owned Real Property is contaminated by any such substance) in a manner that would reasonably be expected to give rise to any material claims or material Liabilities, including any material claim or Liability for investigation costs, response costs, remedial costs, corrective action costs, personal injury, property damage, natural resources damages or attorney and consultant fees and costs, pursuant to CERCLA or any other Environmental Law.

(f) Except as set forth on **Schedule 2.12(f)**, the Owned Real Property does not contain: (i) any underground storage tanks currently, nor, to the Knowledge of the IASIS Parties, has contained any former underground storage tanks that have not been properly removed or closed in accordance with Environmental Laws, or (ii) to the Knowledge of IASIS, material quantities of asbestos containing materials, lead-based paint or polychlorinated biphenyls that must be removed or abated pursuant to any Environmental Law.

2.13. Disclaimer of Other Representations and Warranties. The MPT Parties acknowledge and agree that the MPT Parties have completed their due diligence of the Owned Real Property and the Acquired Assets as of the Effective Date. None of IASIS, any of the Sellers or any of their respective Representatives or any other Person has made any representations or warranties, express or implied, of any nature whatsoever relating to IASIS or any of the Sellers, the Owned Real Property or the Acquired Assets, or the business, assets, properties or operations of IASIS or any of the Sellers or otherwise in connection with this Agreement or the transactions contemplated hereby other than those representations and warranties expressly set forth in this ARTICLE II. Without limiting the generality of the foregoing, neither IASIS nor any of the Sellers nor any of their respective Representatives or any other Person, has made, and shall not be deemed to have made, any representations or warranties in the materials relating to the Owned Real Property or the Acquired Assets, the business, assets, properties or operations of IASIS or any of the Sellers, including in the Due Diligence Documents or other due diligence materials, or in any presentation of the Owned Real Property or Acquired Assets or the business, assets, properties or operations of IASIS or any of the Sellers by management of IASIS or others in connection with this Agreement and the transactions contemplated hereby, and no statement contained in any of such materials or made in any such presentation shall be deemed a representation or warranty (hereunder or otherwise) and deemed to be relied upon by the MPT Parties in executing, delivering and performing this Agreement and the transactions contemplated hereby. It is understood that any cost estimates, projections or other predictions, any data, any financial information or any memoranda or offering materials or presentations, including but not limited to, the Due Diligence Documents, any offering memorandum or similar materials made available or delivered by the IASIS Parties and their Representatives, are not and shall not be deemed to be or to include representations or warranties of any of the IASIS Parties, and are not and shall not be deemed to be relied upon by the MPT Parties in executing, delivering and performing this Agreement and the transactions contemplated hereby.

3. REPRESENTATIONS AND WARRANTIES OF THE MPT PARTIES. The MPT Parties hereby jointly and severally make to the IASIS Parties the representations and warranties contained in this Section 3 as of the date of this Agreement and as of the Closing Date.

3.1. Organization. Each of the MPT Parties is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and each has all requisite limited liability company power and authority to own, operate and lease its properties and to carry on its respective business as currently conducted. Each of the MPT Parties is duly licensed or qualified to do business as a foreign limited liability company under the laws of each jurisdiction in which the character of its properties or in which the transaction of its business makes such qualification necessary, except where the failure to be so licensed or qualified would not reasonably be expected to have a material adverse effect on the ability of the MPT Parties to consummate the Transactions (collectively, an “**MPT Material Adverse Effect**”). None of the MPT Parties is classified to be taxed as a corporation for U.S. federal, state or local income tax purposes.

3.2. Authority. Each of the MPT Parties has all requisite limited liability company power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party, and to perform their respective obligations hereunder and thereunder. The

execution and delivery of this Agreement and each other Transaction Document to which any of the MPT Parties is a party, the performance by each of the MPT Parties of their respective obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action by the manager and member, as applicable, of each of the MPT Parties and no other action on the part of any of the MPT Parties is necessary to authorize the execution and delivery by the MPT Parties of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the MPT Parties, and, assuming due and valid authorization, execution and delivery hereof by the IASIS Parties, is a valid and binding obligation of each of the MPT Parties, as the case may be, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3. Consents and Approvals; No Violation.

(a) Assuming the truth and accuracy of the representations and warranties set forth in Sections 2.3 and 2.5, the execution and delivery of this Agreement by each of the MPT Parties does not, and the performance by each of the MPT Parties of this Agreement and the consummation of the Transactions will not, require the MPT Parties to obtain any Consent from any Governmental Body, except (i) for Consents that may be required solely by reason of the IASIS Parties' (as opposed to any third party's) participation in the Transactions and (ii) as set forth in **Schedule 3.3(a)**.

(b) Assuming receipt of all approvals, authorizations, consents or waiting period expirations or terminations related to the required Consents described in Section 3.3(a), the execution and delivery of this Agreement by each of the MPT Parties does not, and the performance of this Agreement by each of the MPT Parties and the consummation of the Transactions will not, (i) conflict with or violate, in any material respect, the limited liability company agreement, certificate of incorporation or by-laws or other comparable organizational documents, in each case as currently in effect, of each of the MPT Parties, (ii) conflict with, violate or result in a loss of rights or trigger new obligations under any Orders applicable to the MPT Parties or by or to which any of their respective properties or assets is bound or subject, or (iii) result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would constitute a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, any material contract or permit to which any MPT Party is a party or by or to which the MPT Parties or any of their respective properties or assets is bound or subject, except in the case of clauses (ii) and (iii) above, for such conflicts, violations, breaches, defaults or rights that would not reasonably be expected to have an MPT Material Adverse Effect.

3.4. Litigation. There is no Litigation, action, suit, proceeding, claim, arbitration or investigation pending or, to the actual knowledge of the MPT Parties, threatened in writing against any of the MPT Parties, nor are any of the MPT Parties subject to any outstanding order, writ, judgment, injunction or decree, in either case, which would (a) prevent, hinder or materially delay the consummation of the Transactions or (b) otherwise prevent, hinder or materially delay performance by any of the MPT Parties of any of their material obligations under this Agreement.

3.5. No Brokers. No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of the MPT Parties or their Affiliates, to receive any commission, brokerage, finder's fee or other similar compensation from the the MPT Parties or their Affiliates in connection with the consummation of the Transactions.

3.6. Absence of Conduct; Undisclosed Liabilities. The MPT Parties have not (a) engaged in any business activities or conducted any operations other than in connection with the Transactions or (b) incurred any liabilities other than in connection with its formation and the Transactions.

3.7. Financing.

(a) Each of the MPT Parties affirms that it is not a condition to the Closing or to any of its other obligations under this Agreement or its obligations under the Master Agreement that the MPT Parties or their Affiliates obtain financing for or related to any of the Transactions or the transactions contemplated under the Master Agreement. The MPT Parties have delivered (or caused to be delivered) to the Sellers true, correct and complete copies of an executed debt commitment letter, dated as of the date hereof, among MPT and the Financing Sources and all contracts, fee letters, engagement letters and other arrangements associated therewith (provided, that provisions in the fee or engagement letter relating solely to fees and economic terms (other than covenants) agreed to by the parties thereto may be redacted (none of which redacted provisions could adversely affect the availability, conditionality, enforceability, termination or aggregate principal amount of the Debt Financing (as defined below) at the Closing or the closing of the transactions contemplated under the Master Agreement); provided, further, that prior to execution of this Agreement, the MPT Parties shall have advised the Sellers in writing of the maximum amount of fees and expenses (including original issue discount) payable by MPT, the MPT Parties or their respective Affiliates under such commitment letter(s), fee letter(s) and engagement letter(s) (such commitment letter(s) and related term sheets, including all exhibits, schedules and annexes, and each such fee letter and engagement letter, collectively, the "**Debt Commitment Letter**") to provide, subject to the terms and conditions therein, debt financing in the aggregate amount set forth therein for the purpose of funding the Transactions and the transactions contemplated under the Master Agreement (the "**Debt Financing**"). Prior to the date of this Agreement, the Debt Commitment Letter has not been amended, supplemented or modified, and as of the date hereof, no provision thereof has been waived, and no such amendment, restatement, supplement, modification or waiver is contemplated or pending, and the obligations and commitments contained in such Debt Commitment Letter have not been withdrawn, terminated or rescinded in any respect, and no such withdrawal, termination or rescission is contemplated. The MPT Parties have fully paid (or caused to be paid) any and all commitment fees or other fees in connection with the Debt Commitment Letter that are payable on or prior to the date of this Agreement. Assuming the conditions set forth in Sections 6.1 and 6.2 are satisfied at Closing, the net proceeds contemplated to be provided on the Closing Date under the Debt Commitment Letter will, together with immediately available funds of MPT and the MPT Parties at the Closing, credit facility borrowings, and debt and equity security issuance proceeds, in the aggregate be sufficient

for the MPT Parties and their Affiliates to pay all amounts required to be paid in connection with the consummation of the Transactions and the transactions contemplated under the Master Agreement, and to pay all related fees and expenses. The Debt Commitment Letter is in full force and effect as of the date of this Agreement. The Debt Commitment Letter constitutes the legal, valid and binding obligation of the parties thereto (other than the Financing Sources) and, to the knowledge of the MPT Parties, the Financing Sources. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default, violation or breach under the Debt Commitment Letter on the part of MPT or the MPT Parties or, to the knowledge of the MPT Parties, any other parties thereto. The Debt Commitment Letter delivered to the Sellers contains all of the conditions precedent (none of which have been redacted) to the obligations of the parties thereunder to fund the Debt Financing contemplated by the Debt Commitment Letter to be funded on the Closing Date. There are no side letters or other agreements, contracts or arrangements to which MPT or the MPT Parties or any of their respective Affiliates is a party related to the funding or investing, as applicable, of the Debt Financing other than as expressly set forth in the Debt Commitment Letter furnished to the Sellers pursuant to this Section 3.7(a). As of the date hereof, the MPT Parties do not have any reason to believe that (i) any party thereto will be unable to satisfy on a timely basis any term of the Debt Commitment Letter, (ii) any of the conditions to the Debt Financing will not be satisfied or (iii) the full amount of the Debt Financing will not be available to MPT or the MPT Parties and their Affiliates on the Closing Date, and the MPT Parties are not aware of the existence of any fact or event as of the date hereof that would be expected to cause such conditions to the Debt Financing not to be satisfied or the full amount of the Debt Financing not be available and either the Closing or the closing of the transactions contemplated under the Master Agreement not to occur.

(b) The MPT Parties have delivered to the IASIS Parties a true, correct and complete copy of the executed the Master Agreement. There are no commitment fees or other fees payable under the Master Agreement on or prior to the Effective Date. The Master Agreement is in full force and effect as of the date of this Agreement.

4. PRE-CLOSING COVENANTS.

4.1. Conduct of Business Prior to Closing. Except as expressly provided, permitted, required or contemplated herein or in the Merger Agreement, as required in order for the IASIS Parties to comply with their obligations under the Merger Agreement, as set forth on Schedule 4.1, or as required by contract in effect on the date hereof or by Law, or as consented to in writing by the MPT Parties, during the period commencing on the date of this Agreement and ending at the Closing Date or the earlier termination of this Agreement, each Seller shall use commercially reasonable efforts to act and carry on its business in all material respects in the Ordinary Course of Business and none of the Sellers shall, directly or indirectly, do any of the following without the prior written consent of the MPT Parties (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) sell, transfer, convey, or assign any of the Owned Real Property or the Acquired Assets to any Person other than the MPT Parties or their Affiliates;

(b) make or revoke any Tax election related to or affecting the Owned Real Property or the Acquired Assets other than in the Ordinary Course of Business;

(c) intentionally create or consent to any Encumbrance, other than Permitted Encumbrances and those presently in existence, upon any of the Owned Real Property or the Acquired Assets;

(d) except as otherwise expressly permitted herein, enter into, agree to enter into, terminate or materially modify any Tenant Lease or Collateral Lease, other than new Tenant Leases or Collateral Leases for annual payments of less than \$150,000 and renewals of existing leases (including renewals of existing Tenant Leases and Collateral Leases); or

(e) enter into any executory agreement, commitment or undertaking, whether in writing or otherwise, to do any of the activities prohibited by the foregoing provision, or permit any of its directors, officers, partners, or Person or group of Persons possessing and/or exercising similar authority to authorize the taking of, any action prohibited by the foregoing provisions.

4.2. Repayment of Indebtedness and Release of Encumbrances. Immediately after the closing under the Merger Agreement, which shall occur immediately following (and on the same Business Day as) the Closing under this Agreement, the IASIS Parties shall cause the repayment or release of all mortgage loans or other borrowings secured by any of the Owned Real Property or Acquired Assets, or interests therein, including any defeasance or penalty payments thereon, if applicable.

4.3. Insurance. The IASIS Parties will keep in full force and effect in all material respects all existing Insurance Policies relating to the Owned Real Property and Acquired Assets, which are presently in effect, subject to the continuing availability of such insurance coverages on reasonable terms and conditions.

4.4. Damage or Destruction or Condemnation of Acquired Assets.

(a) If, prior to the Closing Date, any Owned Real Property is damaged or destroyed by a fire or other casualty event, then the parties hereto shall still be obligated to close the purchase of the applicable Owned Real Property in accordance with this Agreement; provided, that any insurance proceeds received by the applicable Seller prior to the Closing be held and utilized for the restoration of such Owned Real Property in the Ordinary Course of Business and subject to the terms, conditions and restrictions under the Credit Facilities (solely with respect to any disbursement or similar funding mechanics required by the lenders under the Credit Facilities), the Merger Agreement and subject to the requirements and restrictions of applicable Laws and, following the receipt of such proceeds, such Seller shall commence the restoration of such Owned Real Property in the Ordinary Course of Business and subject to the terms, conditions and restrictions under the Credit Facilities (solely with respect to any disbursement or similar funding mechanics required by the lenders under the Credit Facilities) and the Merger Agreement and subject to the requirements and restrictions of applicable Laws.

(b) If, prior to the Closing Date, all or any portion of a particular Owned Real Property is taken by, or made subject to, condemnation, eminent domain or other governmental

acquisition proceedings, then the parties hereto shall still be obligated to close the purchase of the applicable Owned Real Property in accordance with this Agreement; provided, that, any award or portion thereof which is received by the applicable Seller prior to the Closing shall be held and utilized for the restoration of such Owned Real Property, to the extent such restoration is commercially practicable given the nature of such condemnation, eminent domain or similar proceeding, in the Ordinary Course of Business and subject to the terms, conditions and restrictions under the Credit Facilities (solely with respect to any disbursement or similar funding mechanics required by the lenders under the Credit Facilities), the Merger Agreement and subject to the requirements and restrictions of applicable Laws and, following the receipt of such award or portion thereof, such Seller shall, to the extent such restoration is commercially practicable given the nature of such condemnation, eminent domain or similar proceeding, commence the restoration of such Owned Real Property in the Ordinary Course of Business and subject to the terms, conditions and restrictions under the Credit Facilities (solely with respect to any disbursement or similar funding mechanics required by the lenders under the Credit Facilities) and the Merger Agreement and subject to the requirements and restrictions of applicable Laws.

5. **ADDITIONAL AGREEMENTS.**

5.1. **Access to Information.**

(a) Subject to the terms of the Confidentiality Agreement, this Agreement and applicable Laws, during the period from the date of this Agreement through the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VII, the IASIS Parties shall permit the MPT Parties and their advisors, lenders, accountants, attorneys and authorized representatives to have reasonable access, during regular business hours and upon reasonable notice, to the offices, facilities, assets, properties, certain management-level employees, books and records of the IASIS Parties, and shall furnish, or cause to be furnished, to the MPT Parties, such financial, tax and operating data and other information with respect to such entities and their respective offices, facilities, assets, properties, employees, businesses and operations as the MPT Parties shall from time to time reasonably request. All access and investigation pursuant to this Section 5.1 shall be coordinated through IASIS's Chief Financial Officer and shall be conducted at the MPT Parties' expense and in such a manner as not to interfere with the normal operations of the businesses of IASIS and the Sellers. Notwithstanding anything to the contrary contained herein or otherwise, neither IASIS nor any of the Sellers shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of its customers, jeopardize the attorney-client privilege or other immunity or contravene any Law or any binding agreement entered into prior to the date of this Agreement; provided, however, that the IASIS Parties will notify the MPT Parties in reasonable detail of the circumstances giving rise to any non-access or non-disclosure pursuant to the foregoing and to permit access or disclosure, to the extent possible, in a manner consistent with privilege or other immunity or applicable Law or Contract. Notwithstanding anything to the contrary contained herein or otherwise, prior to the Closing, without the prior written consent of the IASIS Parties, the MPT Parties shall not contact any vendor, customer, physician or other healthcare provider of the IASIS Parties without the written consent of the IASIS Parties, other than any such contact not involving the transactions contemplated by this Agreement and the other Transaction Documents, and provided that IASIS shall have the right to have a representative present during any such contact in the event that its consent is required and it consents to such contact.

(b) The MPT Parties and their Representatives (including their designated engineer, architects, surveyors and/or consultants) may, upon reasonable notice and during times mutually convenient to the MPT Parties and senior management of the IASIS Parties enter into and upon all or any portion of the Owned Real Property in order to investigate and assess, as reasonably necessary or appropriate, any change to the condition (including the structural and environmental condition) of the Owned Real Property occurring after the date hereof; provided, however, that the MPT Parties shall indemnify, defend and hold harmless the IASIS Parties from and against any and all loss, cost, expense and/or liability of any kind or nature incurred by the IASIS Parties as the result of any such investigation and/or assessment and provided further that, in no event shall the MPT Parties and/or their Representatives undertake any intrusive testing of any kind without the prior written consent of the IASIS Parties and the MPT Parties and their Representatives shall comply with all applicable IASIS policies and procedures regarding compliance with HIPAA, patient safety, and Facility access, and further provided, that the IASIS Parties shall have the right to accompany the MPT Parties during any such access. Each of the IASIS Parties shall cooperate with the MPT Parties and their Representatives in conducting such investigation, and shall allow the MPT Parties and their Representatives reasonable access to the Owned Real Property, the Facilities and the other assets and properties of the Sellers.

(c) The parties shall hold, and shall cause their respective Affiliates, advisors, accountants, attorneys and representatives to hold, any non-public information so provided to one another in connection with the transactions contemplated by this Agreement in confidence in accordance with the provisions of this Agreement and the Confidentiality Agreement.

5.2. Third Party Consents; Regulatory Approvals; Solvency Opinion.

(a) Subject to the terms and conditions of this Agreement, including Section 5.2(b) below, each of the Parties hereto will use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under this Agreement and applicable laws and regulations to consummate the Transactions as soon as practicable after the date hereof, including (i) preparing and filing, in consultation with the other party and as promptly as practicable and advisable after the date hereof, all documentation to effect all material applications, notices, petitions and filings and to obtain as promptly as reasonably practicable all material Consents necessary to be obtained from any third party and/or any Governmental Body in order to consummate the Transactions and (ii) taking all reasonable steps as may be necessary, proper or advisable to obtain all such material Consents.

(b) Subject to the terms and conditions of this Agreement, the IASIS Parties shall use reasonable best efforts to obtain and deliver to the MPT Parties consents of the applicable landlord counterparties to the collateral assignments to MPT or its Affiliates of the Collateral Leases set forth on Schedule 5.2(b), in a commercially customary form (the “**Collateral Assignments**”). Notwithstanding anything in the foregoing or anything in this Agreement to the contrary, reasonable best efforts shall not include or be deemed to include, and the IASIS Parties shall not be obligated (i) to pay any fees or payments to third parties in

connection with pursuing or obtaining any Collateral Assignment or any other Consent, (ii) to pay any costs or expenses of any third party resulting from the process of obtaining any Collateral Assignment or any other Consent, or (iii) to make or agree to any waiver, amendment, modification or other changes to any Collateral Leases or any other Contracts in order to obtain any Collateral Assignment or other Consent. Without limiting anything in the foregoing, the MPT Parties acknowledge that the Collateral Assignments may not be obtained by Closing and the IASIS Parties shall not have any liability to the MPT Parties arising out of or relating to the failure to obtain any such Collateral Assignments provided the IASIS Parties have complied with their obligations under this Section 5.2(b).

(c) The IASIS Parties shall use commercially reasonable efforts to obtain at or prior to the Closing the Updated Solvency Opinion. The Updated Solvency Opinion, if obtained, will be obtained at the sole cost and expense of the IASIS Parties; it being acknowledged that the cost and expense of the Updated Solvency Opinion may be subject to a separate agreement between IASIS and Steward under the Merger Agreement. The IASIS Parties shall use commercially reasonable efforts to cause the issuer of the Updated Solvency Opinion to provide a reliance letter to the MPT Parties allowing the MPT Parties to rely on such Updated Solvency Opinion and, subject to obtaining such reliance letter from the issuer of the Updated Solvency Opinion, the IASIS Parties shall deliver (or cause to be delivered) to the MPT Parties a copy of the Updated Solvency Opinion.

5.3. Confidentiality. The IASIS Parties and the MPT Parties shall adhere to the terms and conditions of the Confidentiality Agreement; provided, however, that notwithstanding anything in the Confidentiality Agreement to the contrary, the terms of the Confidentiality Agreement shall not prohibit MPT or any MPT Party from (i) disclosing any Evaluation Material (as defined in the Confidentiality Agreement) or the fact that discussions or negotiations are taking (or have taken place) concerning the Transactions to (A) prospective investors in connection with a private or public placement of securities being placed in connection with the Transaction or (B) any person to which disclosure is required by state or federal securities laws, or (ii) issuing a press release in accordance with the terms of Section 5.7 below, provided, that, in the case of clause (i)(A) above, prior to such disclosure the MPT Parties receive written assurances or written confirmation that any such parties to whom such information is delivered agree to keep such information confidential.

5.4. Exclusivity.

(a) From the date of this Agreement until the Closing or, if earlier, the termination of this Agreement pursuant to Article VII, the IASIS Parties will not, and will direct each of their Company Representatives not to, directly or indirectly, (i) solicit, initiate, knowingly encourage or knowingly facilitate any inquiries or the making of any proposals or offers from any Person (other than the MPT Parties and their Representatives) concerning an Acquisition Proposal relating to the Owned Real Property, (ii) participate in any way in any discussion (other than to provide notice as to the existence of these provisions) or negotiation with, or provide any confidential or non-public information to, or otherwise assist or facilitate, any Person in connection with or relating to any Acquisition Proposal relating to the Owned Real Property, (iii) approve or recommend, or propose to approve or recommend, whether publicly or to any director or equityholder, any Acquisition Proposal relating to the Owned Real Property, or

(iv) approve or recommend, or propose to approve or recommend, or execute or enter into, any letter of intent, agreement in principal, merger agreement (other than the Merger Agreement), acquisition agreement, option agreement or other similar Contract related to any Acquisition Proposal relating to the Owned Real Property, or propose, whether publicly or to any director or equityholder, or agree to do any of the foregoing related to any such Acquisition Proposal.

(b) From the date of this Agreement until the Closing or, if earlier, the termination of this Agreement pursuant to Article VII, the IASIS Parties will, and will direct each Company Representative to, immediately cease and terminate any existing agreements, discussions, negotiations or other communications with any third party with respect to any Acquisition Proposal relating to the Owned Real Property, including terminating any such Person's access to any data room.

(c) The IASIS Parties represent, warrant and covenant that each has the legal right to terminate or suspend any agreements, discussions, negotiations or other communications regarding an Acquisition Proposal relating to the Owned Real Property pending as of the date hereof.

5.5. Further Assurances. Subject to the terms and conditions of this Agreement, from time to time, at the request of any party hereto and at the expense of the party so requesting, each other party shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate the Transactions.

5.6. Reasonable Best Efforts/Cooperation.

(a) Subject to and without limitation of Section 5.2, from and after the date of this Agreement, and through the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Article VII, each of the parties hereto shall use its respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the Transactions as promptly as practicable, including satisfaction, but not waiver, of the conditions to Closing set forth in Article VI. The parties hereto shall not willfully take any action that would reasonably be expected to have the effect of delaying, impairing or impeding the consummation of the Transactions.

(b) Without limiting the generality of the foregoing, the IASIS Parties, on the one hand, and the MPT Parties, on the other hand, shall each use reasonable best efforts to (i) furnish to the other such necessary information and reasonable assistance as the other party may reasonably request in connection with the foregoing, (ii) cooperate with each other in connection with any filing or submission or obtaining any Consent and in connection with any investigation or other inquiry, including any proceeding initiated by a Governmental Body or a private party, (iii) keep the other party reasonably informed of any communication received or given in connection with any proceeding by a Governmental Body or a private party, in each case, regarding the Transactions and (iv) permit the other party to review any communication given by it, and consult with each other in advance of any meeting, in connection with any proceeding by a Governmental Body or a private party, with any other Person and, to the extent permitted by such other Person, give the other party the opportunity to attend and participate in such meetings and conferences.

5.7. Public Statements. Except as required by applicable Law or the rules and regulations of any stock exchange upon which the IASIS Parties, the Buyers or any of their respective Affiliates' securities are traded, in which event the Parties shall consult with each other in advance and provide the non-disclosing party a reasonable opportunity to review and comment on any such disclosure, no press release or other public announcement, statement or comment in response to any inquiry relating to the Transactions shall be issued, made or permitted to be issued or made by any party to this Agreement or any of its Affiliates or representatives without the prior written consent of the other parties hereto; provided, however, that any Affiliate of an Eligible Holder may disclose the Transactions and any material term hereof to its investors and potential investors in the ordinary course of business. For the avoidance of doubt, nothing herein shall restrict the Buyers, the IASIS Parties and the Financing Sources from making customary announcements and communications in connection with the arrangement and syndication of the Debt Financing.

5.8. Debt Financing Cooperation.

(a)

(i) Each of the MPT Parties shall use its respective reasonable best efforts (and shall cause MPT and its Affiliates to use its reasonable best efforts) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange, obtain and consummate the Debt Financing on the terms and conditions (including the flex provisions in any related fee letter) described in the Debt Commitment Letter or on other terms that are (1) acceptable to the Debt Financing Sources and (2) not materially less favorable, taken as a whole, to the MPT Parties or MPT, no later than the Closing Date, and shall not permit any amendment, supplement or modification to be made to, or any waiver of any provision under, or any replacement of, the Debt Commitment Letter if such amendment, modification, supplement, waiver or replacement would (A) reduce (or would reasonably be expected to have the effect of reducing) the aggregate amount of the Debt Financing (including by increasing the amount of fees to be paid or original issue discount), including pursuant to the terms of any automatic reduction thereof, except to the extent that such reduction is in respect of alternative sources of funding secured by the MPT Parties in the form of credit facility borrowings, cash on the balance sheet (to the extent not funded by revolver borrowings under MPT's existing credit facility), proceeds of asset sales and/or debt or equity security issuance proceeds; provided, however, that (x) any such credit facility borrowings and alternative sources shall not (I) reduce the aggregate amount of the Debt Financing such that the aggregate funds that would be available to MPT, the MPT Parties and their Affiliates on the Closing Date would not be sufficient to provide the funds required to be funded on the Closing Date in connection with the consummation of the Transactions, the transactions contemplated under the Master Agreement, and to pay all related fees and expenses, (II) be subject to any conditions precedent or contingencies to the funding on the Closing Date more onerous than the conditions precedent and contingencies to the Debt Financing as set forth in the Debt Commitment Letter on the date of this Agreement or (III) otherwise contain provisions that would reasonably be expected to (a) delay or make less likely the funding of the amounts required to be paid in connection with

the consummation of the Transactions, the transactions contemplated under the Master Agreement, and to pay all related fees and expenses on the Closing Date or otherwise prevent, delay or impair the Transactions contemplated by this Agreement or the transactions contemplated by the Master Agreement in any material respect or (b) adversely affect the ability of MPT, the MPT Parties and their Affiliates to timely consummate the Transactions contemplated hereby or the transactions contemplated under the Master Agreement; and (y) the proceeds of any such credit facility borrowings or debt or alternative sources shall be held solely for application to the amounts required to be paid in connection with the consummation of the Transactions and the transactions contemplated under the Master Agreement and the payment of all related fees and expenses (collectively, the **“Bridge Reduction Conditions”**); (B) impose new or additional conditions or contingencies or otherwise expand, amend or modify any of the conditions to the Debt Financing if such conditions or contingencies would reasonably be expected to materially delay or prevent the Closing or the closing of the transactions contemplated under the Master Agreement, to make either the Closing or the closing of the transactions contemplated under the Master Agreement materially less likely to occur or to adversely affect MPT’s, the MPT Parties’ or their Affiliates’ ability to enforce their rights against another party to the Debt Commitment Letter; or (C) otherwise expand, amend or modify any other provision of the Debt Commitment Letter in a manner that would reasonably be expected to materially delay or prevent either the Closing or the closing of the transactions contemplated under the Master Agreement, to make either the Closing or the closing of the transactions contemplated under the Master Agreement materially less likely to occur or to adversely affect MPT’s or the MPT Parties’ ability to enforce their rights against another party to the Debt Commitment Letter (each of the foregoing, a **“Prohibited Amendment”**); provided however, that, for the avoidance of doubt, MPT may amend or amend and restate the Debt Commitment Letter solely to add additional arrangers, bookrunners and agents and in any manner that would not constitute a Prohibited Amendment. The MPT Parties shall promptly deliver to the IASIS Parties copies of any amendment, supplement, modification, waiver or replacement of the Debt Commitment Letter. For purposes of this Agreement, references to **“Debt Financing”** shall include the financing contemplated by the Debt Commitment Letter as permitted or required, as the case may be, to be amended, supplemented, modified, waived or replaced by Section 5.8(a) and references to **“Debt Commitment Letter”** shall include such documents as permitted, or required, as the case may be, to be amended, supplemented, modified, waived or replaced by this Section 5.8(a).

(ii) Each of the MPT Parties shall use its reasonable best efforts (and shall cause MPT to use its reasonable best efforts) (A) to maintain in full force and effect the Debt Commitment Letter until consummation of the transactions contemplated by this Agreement or, subject to the Bridge Reduction Conditions, the securing of alternative sources of funding including but not limited to cash on hand and available funds under any revolving credit facilities to consummate the Transactions and the transactions contemplated under the Master Agreement, (B) to negotiate and enter into definitive agreements with respect to the Debt Commitment Letter on the terms and conditions (including the flex provisions applicable thereto) contained in the Debt Commitment Letter (or on terms that, taken as a whole, are not materially less favorable to MPT or the MPT Parties than the terms and conditions (including the flex provisions) in the Debt Commitment Letter); provided that in no event may any such definitive agreement contain any term or condition that would not be permitted under Section 5.8(a)(i) if it were an amendment, supplement, modification, waiver of any provision, or replacement of the

Debt Commitment Letter, (C) to satisfy on a timely basis (or obtain the waiver of) all of the conditions and covenants applicable to MPT or the MPT Parties in the Debt Commitment Letter and such definitive agreements with respect thereto (other than any condition where the failure to be so satisfied is a direct result of the IASIS Parties' failure to furnish information described in Section 5.8(b)) and, if all of the conditions in Sections 6.1 and 6.2 have been or as of the Closing will be satisfied or waived, to consummate the Debt Financing at or prior to the Closing including, if all of the conditions to funding in the Debt Commitment Letter have been satisfied, by enforcing its rights under the Debt Commitment Letter to cause the Financing Sources, lenders and other Persons committing to provide the Debt Financing to comply with their obligations under the Debt Commitment Letter and definitive financing agreements for the Debt Financing and to fund such Debt Financing at Closing (for the purpose of funding the Transactions and the transactions contemplated by the Master Agreement); provided, however, that notwithstanding anything to the contrary in this Section 5.8 or otherwise in this Agreement, the MPT Parties shall not have any obligation to undertake or threaten to undertake any enforcement action against the Financing Sources, and (D) to comply with its obligations under the Debt Commitment Letter and the definitive financing agreements for the Debt Financing. The MPT Parties shall keep the IASIS Parties reasonably informed and in reasonable detail of any material and adverse activity concerning the Debt Financing (including the status thereof). The MPT Parties shall provide (or cause to be provided) to the IASIS Parties information and documentation as shall be reasonably requested by the IASIS Parties for purposes of monitoring the progress of the financing activities. Without limiting the generality of the foregoing, the MPT Parties shall give the IASIS Parties prompt written notice (and, in any event, within five (5) Business Days) of (1) the termination or expiration of the Debt Commitment Letter or definitive agreements related to the Debt Financing, (2) the receipt of any written notice or other written communication, in each case from any Financing Source with respect to any breach, default, termination or repudiation by any party to the Debt Commitment Letter or definitive agreements related to the Debt Financing or of any provisions of the Debt Commitment Letter or definitive agreements related to the Debt Financing contemplated by the Debt Commitment Letter (3) the existence of any material dispute or other material disagreement between or among any parties to the Debt Commitment Letter or definitive agreements related to the Debt Financing (excluding, in each case, negotiations in the ordinary course relating to the Debt Financing) with respect to the obligation to fund the Debt Financing or the amount of the Debt Financing to be funded at Closing, and (4) any good faith determination by the MPT Parties that MPT likely will not be able to obtain the Debt Financing in all material respects on the terms and conditions or in the manner contemplated by any of the Debt Commitment Letter or definitive agreements related to the Debt Financing. Without limiting the foregoing, as soon as reasonably practicable, but in any event within three (3) Business Days of the date the IASIS Parties deliver to the MPT Parties a written request therefor, the MPT Parties shall provide (or cause to be provided) to the IASIS Parties and their representatives any and all information reasonably requested by the IASIS Parties relating to any circumstances referred to in clause (1), (2), (3) or (4) of the immediately preceding sentence.

(iii) If any portion of the Debt Financing becomes unavailable on the terms and conditions (including any flex provisions applicable thereto) contemplated in the Debt Commitment Letter, each of the MPT Parties shall (and shall cause MPT and its Affiliates to) use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange to obtain alternative

financing on terms, taken as a whole, no less favorable in any material respect to MPT or the MPT Parties than the Debt Financing from alternative sources in an amount sufficient, when added to the portion of the Debt Financing that is available, to consummate the transactions contemplated by this Agreement and as contemplated under the Master Agreement and to pay all related fees and expenses (“**Alternative Financing**”) as promptly as practicable following the occurrence of such event and to obtain and provide the IASIS Parties with a copy of, the new financing commitment that provides for such Alternative Financing (the “**Alternative Financing Commitment Letter**”). As applicable, references in this Agreement (i) to Debt Financing shall include Alternative Financing and (ii) to any Debt Commitment Letter shall include the Alternative Financing Commitment Letter.

(iv) If the Debt Commitment Letter is replaced, amended, supplemented or modified, including as a result of obtaining Alternative Financing, or if the MPT Parties (or MPT) substitute other debt financing for all or any portion of the Debt Financing in accordance with this Section 5.8(a), each of the MPT Parties shall comply with its obligations under this Agreement, including this Section 5.8(a), with respect to the Debt Commitment Letter as so replaced, amended, supplemented or modified to the same extent that the MPT Parties were obligated to comply prior to the date the Debt Commitment Letter was so replaced, amended, supplemented or modified.

(v) The MPT Parties acknowledge and agree that the obtaining of the Debt Financing, or any Alternative Financing, is not a condition to Closing or to any of its other obligations under this Agreement (or to the closing and funding of the transactions contemplated under the Master Agreement).

(b) Prior to the Closing Date, the IASIS Parties shall use their reasonable best efforts to provide to the MPT Parties, and shall use its reasonable best efforts to cause its representatives, including legal and accounting representatives, to provide, in each case at the MPT Parties’ sole expense, such cooperation as may be reasonably requested by the MPT Parties, including using reasonable best efforts (in each case, to the extent customary in connection with the arrangement of the Debt Financing on terms contemplated by the Debt Commitment Letter delivered on or prior to the date hereof (or any replacement thereof for a financing of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof)) to (i) furnish to the MPT Parties such financial and other pertinent information regarding the IASIS Parties as may be reasonably requested by the MPT Parties (provided, that in connection with the foregoing clause, the IASIS Parties (x) shall only be obligated to deliver such financial statements and information to the extent they may be reasonably obtained from the books and records of IASIS and its Subsidiaries without undue effort or expense and (y) shall not be obligated to deliver any pro forma financial information), (ii) prior to the end of the Marketing Period, participate in a reasonable number of meetings and presentations with prospective lenders and investors, and sessions with the ratings agencies contemplated by the Debt Commitment Letter delivered on or prior to the date hereof (or any replacement thereof for a financing of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof), in each case upon reasonable notice and at mutually agreeable dates and times in connection with the Debt Financing; (iii) prior to the end of the Marketing Period, reasonably assist the MPT Parties, MPT and the Financing Sources in their preparation of (A) any bank information memoranda (including the delivery of

customary authorization and representation letters to the extent contemplated by the Debt Commitment Letter delivered on or prior to the date hereof (or any replacement thereof for a financing of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof); provided that such authorization and representation letters shall relate solely to information with respect to the IASIS Parties included in the related marketing materials) and related lender presentations and (B) materials for rating agency presentations; and (iv) prior to the end of the Marketing Period, reasonably cooperate with the marketing efforts of the MPT Parties, MPT and their Financing Sources with respect to the Debt Financing, in each case, to the extent customarily requested in connection with financings of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof (or any replacement thereof for a financing of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof). Notwithstanding the foregoing, (A) such requested cooperation shall not (i) unreasonably interfere with the business or operations of IASIS or its Subsidiaries, (ii) cause significant competitive harm to IASIS or its Subsidiaries if the transactions contemplated by this Agreement are not consummated or (iii) result in the material contravention of, or that could reasonably be expected to result in a material violation or breach of, or a default under, any Laws or under any Material Contract to which IASIS or any Subsidiary is a party in effect, (B) nothing in this Section 5.8(b) shall require cooperation to the extent that it would (y) cause any condition to the Closing set forth in Article 6 to not be satisfied or (z) cause any breach of this Agreement or the Merger Agreement, (C) neither IASIS nor any of its Subsidiaries shall be required to (1) pay any commitment or other similar fee prior to the Effective Time, (2) incur or assume any liability in connection with the financings contemplated by the Debt Commitment Letter delivered on or prior to the date hereof (or any replacement thereof for a financing of the type contemplated to be incurred under the Debt Commitment Letter delivered on or prior to the date hereof) or the Debt Financing prior to the Effective Time, (3) deliver or obtain auditor comfort letters or opinions of internal or external counsel, (4) provide access to or disclose information where the IASIS Parties determine that such access or disclosure could jeopardize the attorney-client privilege or contravene any Law or Contract, (5) deliver any audited financial statements to the extent not already available to the IASIS Parties, (6) require the IASIS Parties to prepare separate consolidating financial statements for IASIS or any Subsidiary of IASIS, or (7) waive or amend any terms of this Agreement or any other Contract to which IASIS or its Subsidiaries is party, (D) none of the directors of IASIS or its Subsidiaries, acting in such capacity, shall be required to execute, deliver or enter into or perform any agreement, document or instrument with respect to the Debt Financing or adopt any resolutions approving the agreements, documents and instruments pursuant to which the Debt Financing is obtained and (E) neither IASIS nor its Subsidiaries or their respective directors, officers or employees shall be required to execute, deliver or enter into, or perform any agreement, document or instrument (other than the authorization and representation letters contemplated above), including any definitive agreements with respect to the Debt Financing that is not contingent upon the Effective Time or that would be effective prior to the Effective Time and the directors and managers of IASIS' Subsidiaries shall not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which the Debt Financing is obtained, in each case which are effective prior to the Effective Time. Notwithstanding anything to the contrary, the IASIS parties shall be deemed to have complied with this Section 5.8(b) for all purposes of this Agreement (including Article 6 and Article 7) unless the Debt Financing has not been obtained primarily as a result of the IASIS Parties'

material breach of their obligations under this Section 5.8(b). For the avoidance of doubt, the parties hereto acknowledge and agree that the provisions contained in this Section 5.8(b) represent the sole obligation of IASIS, its Subsidiaries and their respective directors, officers or employees with respect to cooperation in connection with the arrangement of the Debt Financing and no other provision of this Agreement (including the Exhibits and Schedules hereto) shall be deemed to expand or modify such obligations. The IASIS Parties hereby consent to the use of its and the Subsidiaries' logos in connection with the Debt Financing contemplated by the Debt Commitment Letter; provided, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage IASIS or any of the Subsidiaries or the reputation or goodwill of IASIS or any of the Subsidiaries.

(c) None of IASIS or its Subsidiaries or their respective Affiliates or representatives shall be required to (i) take any action that would subject any such Person to actual or potential liability, (ii) bear any cost or expense or to pay any commitment or other similar fee or make any other payment or (iii) incur any other liability or provide or agree to provide any indemnity, in each case in connection with the Debt Financing or their performance of their respective obligations under this Section 5.8 and any information utilized in connection therewith prior to the Closing. The MPT Parties shall promptly, upon request by the IASIS Parties, reimburse the IASIS Parties for all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by IASIS or any of the Subsidiaries in connection with the cooperation of IASIS and the Subsidiaries contemplated by Section 5.8(b), provided, however, that the IASIS Parties (and not the MPT Parties) shall be responsible for (A) fees payable to existing legal, financial or other advisors of IASIS or its Subsidiaries with respect to ordinary course services provided prior to the Closing, (B) any ordinary course amounts payable to existing employees of or consultants to IASIS or any of its Affiliates with respect to services provided prior to the Closing and (C) any amounts that would have been incurred in connection with the Transactions contemplated hereby regardless of the Debt Financing. The MPT Parties shall indemnify, defend and hold harmless each of IASIS and its Subsidiaries and Affiliates from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards judgments and penalties (including reasonably attorney's fees and expenses) suffered or incurred by any of them in connection with the Debt Financing and the performance of their respective obligations under this Section 5.8 and any information used in connection therewith, except (i) with respect to any historical information provided by IASIS or any of its Subsidiaries in writing to be used in connection with the arrangement of the Debt Financing or (ii) to the extent that any such losses, damages, claims, costs or expenses arise as a result of the intentional and material misrepresentation or Fraud of IASIS or its Subsidiaries.

5.9. Master Agreement. The MPT Parties shall (and shall cause MPT and its Affiliates to) use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated under the Master Agreement on the terms and conditions described in the Master Agreement no later than the Closing Date (as defined in the Merger Agreement). The MPT Parties shall not (and shall cause MPT and its Affiliates not to) permit any amendment or modification to be made to, or any waiver of any provision under, the Master Agreement if such amendment, modification, or waiver would impose new or additional conditions or contingencies or otherwise expand, amend or modify any of the conditions in a manner that would reasonably be expected to prevent or delay the closing under this Agreement or the closing under the Master Agreement.

5.10. St. Joe's Medical Center. IASIS covenants and agrees to cause SJ Medical Center, LLC, within fifteen (15) Business Days of the Effective Date, to execute a joinder to this Agreement pursuant to which (i) SJ Medical Center, LLC shall be added to **Schedule 1** of this Agreement and become a "Seller" for all purposes of this Agreement and (ii) subject to and in accordance with the terms and provisions of this Agreement, SJ Medical Center, LLC shall convey the applicable Owned Real Property identified on **Exhibit A** to the MPT Parties for the Individual Purchase Price set forth on **Schedule 2** hereto. For all purposes of this Agreement, including, without limitation, Section 6.2(c) below, the failure to join SJ Medical Center, LLC as a "Seller" under this Agreement shall constitute an IASIS Material Adverse Effect.

5.11. Post-Signing Matters.

(a) Following the Effective Date, the IASIS Parties shall reasonably cooperate with the MPT Parties in the MPT Parties efforts (a) to obtain, review and finalize the Title Commitments and Surveys for the Owned Real Property identified on the property listing attached as **Exhibit A** and for which the same have not been received or finalized as of the Effective Date; (b) to identify any portions of the real property on **Exhibit A** (if any) that are owned in fee simple by any of the Sellers but which are not otherwise included on **Exhibit A** as of the Effective Date (whether one or more, if any, the "Additional Parcels") and, if any such Additional Parcels are identified, to add such Additional Parcels to **Exhibit A** as "Owned Real Property" under this Agreement. If any such Additional Parcels are identified, at the option of the MPT Parties and upon written request to the IASIS Parties, the Parties will update **Exhibit A** to include any such Additional Parcels on **Exhibit A**.

(b) With respect to the four (4) parcels identified on **Exhibit A** with Tax Parcel ID #049400-000-006500-00000-8, #053300-000-060300-00000-1, 049250-000-000100-00000-2, and 049250-000-000250-00000-5, each of which constitute Unallocated Parcels (collectively, the "Optional Properties"), at any time within thirty (30) days after the Effective Date, the MPT Parties shall have the right to elect not to acquire the Optional Properties; it being understood and agreed, however, if the MPT Parties elect not to acquire the Optional Properties there shall be no reduction or adjustment of the Purchase Price and, any price allocations with respect to the Optional Properties shall be allocated or reallocated by the IASIS Parties in accordance with **Section 1.7(c)**.

6. CONDITIONS TO OBLIGATION TO CLOSE; DELIVERABLES; CLOSING MATTERS.

6.1. Conditions to the Obligations of Each Party to Effect the Transactions. The respective obligations of the Parties to consummate the Transactions are subject to the satisfaction or waiver in writing at or prior to the Closing of each of the following conditions:

(a) **No Injunctions or Legal Prohibitions.** No temporary restraining order, preliminary or permanent injunction or other judgment, Order or decree issued by a court of competent jurisdiction or other Governmental Authority which prevents the consummation of the

Transactions shall have been issued and remain in effect, and no Law shall have been enacted, promulgated or enforced by any Governmental Authority which would make the consummation of the Transactions illegal or would prohibit or prevent the consummation of the Transactions; provided, however, that the parties shall use their respective reasonable best efforts (including by way of appeal) to have any Order, injunction or judgment vacated, reversed, lifted or otherwise rendered ineffective.

(b) Litigation. No Litigation initiated or joined by a Governmental Body shall be pending wherein an unfavorable Order or judgment would prevent the carrying out of the Transactions, declare unlawful the Transactions or cause such Transactions to be rescinded.

(c) Merger Confirmation. IASIS and Steward shall have confirmed in writing to the MPT Parties that they will consummate the closing under the Merger Agreement immediately following (and on the same Business Day as) the Closing under this Agreement.

6.2. Additional Conditions to Obligations of the MPT Parties. The obligations of the MPT Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction, at or prior to the Closing, of the following conditions (unless waived in writing, to the extent permitted by applicable Law, by the MPT Parties):

(a) Representations and Warranties. The representations and warranties of the IASIS Parties (i) set forth in Sections 2.1(a), 2.2(a), and 2.3 shall be true and correct in all material respects as of the date of this Agreement and at and as of the time of the Closing with the same effect as though made as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), and (ii) set forth in this Agreement other than those Sections specifically identified in clause (i) of this Section 6.2(a), in each case without giving effect to any materiality, "IASIS Material Adverse Effect" or other similar materiality qualifications therein (except that the word "Material" in the defined term "Material Contract" and the qualification as to IASIS Material Adverse Effect, shall not be disregarded for any of such purposes), shall be true and correct as of the date of this Agreement and at and as of the time of the Closing as if made on and as of the time of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except, in the case of this clause (ii), where the failure to be true and correct would not have or would not reasonably be expected to have, individually or in the aggregate, a IASIS Material Adverse Effect.

(b) Performance. The IASIS Parties shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by the IASIS Parties on or prior to the Closing Date.

(c) No Material Adverse Effect. Following the date hereof and prior to Closing, there shall not have occurred any IASIS Material Adverse Effect or any fact, circumstance, occurrence, change or event which, individually or in the aggregate, would reasonably be expected to result in an IASIS Material Adverse Effect.

(d) Delivery of Real Property. At the Closing, with respect to the applicable portion of the Owned Real Property, the applicable Seller will convey to the applicable Buyer marketable fee simple title to the Owned Real Property of such Seller, (x) with the title condition

of such Owned Real Property being consistent with the title condition of such Owned Real Property as of the Effective Date (and, to the extent obtained as of the Effective Date, consistent with the Title Commitments and Surveys identified on Schedule 6.2(d)), in each case subject only to such changes in such title occurring since the Effective Date as would not have or reasonably be expected to have an IASIS Material Adverse Effect, and (y) with such Owned Real Property free of any Monetary Encumbrances.

6.3. Additional Conditions to Obligations of the IASIS Parties. The obligation of the IASIS Parties to consummate the Transactions is subject to the satisfaction of the following conditions, any one or more of which may be waived in writing by IASIS at or prior to the Closing Date:

(a) Representations and Warranties. The representations and warranties of the MPT Parties set forth in this Agreement, in each case without giving effect to any materiality, "MPT Material Adverse Effect" or other similar materiality qualifications therein, shall be true and correct as of the date of this Agreement and at and as of the Closing as if made on and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date), except where the failure to be true and correct would not have, or would not reasonably be expected to have, individually or in the aggregate, an MPT Material Adverse Effect.

(b) Performance of Obligations of the MPT Parties. Each of the MPT Parties shall have performed and complied in all material respects with all agreements, conditions, covenants and obligations required by this Agreement and the other Transaction Documents to be performed or complied with by it on or prior to the Closing Date.

(c) Material Adverse Effect. There shall not have occurred an MPT Material Adverse Effect.

(d) Purchase Price. The applicable MPT Parties shall deliver to the applicable IASIS Parties the aggregate Purchase Price, all in immediately available funds as described in Section 1.4.

6.4. Transfer Taxes; Diligence Expenses. Steward, pursuant to a separate written agreement with the MPT Parties, shall pay (a) the costs and expenses of the Title Commitments, Title Policies, Surveys, Zoning Reports, appraisals, property condition reports, environmental reports, and any and all other reports, studies, materials or due diligence information obtained by the MPT Parties or Steward, whether or not the transactions contemplated under this Agreement are consummated, and (b) any and all Transfer Taxes, recording taxes, title search, escrow, and closing fees charged by the Title Company in connection with the Closing.

6.5. Waiver of Conditions. From and after the Closing, all conditions to the Closing shall be deemed to have been satisfied or waived.

6.6. Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to use its reasonable best efforts to cause the Closing to occur as required by Section 5.6.

7. TERMINATION.

7.1. Termination. This Agreement may be terminated and the Transactions contemplated hereby may be abandoned at any time prior to the Closing Date, as follows:

(a) by the mutual written agreement of the MPT Parties and IASIS Parties;

(b) at any time after January 13, 2018 (the "**Termination Date**") by either the IASIS Parties or the MPT Parties, by giving written notice of such termination to the other parties, if the Closing shall not have occurred on or prior to such date (unless the failure to consummate the Closing by such date shall be due to or have resulted from any breach of the representations or warranties made by, or the failure to perform or comply with any of the agreements or covenants hereof to be performed or complied with prior to the Closing by, the party seeking to terminate this Agreement); provided, however, if written approvals from the Arizona Health Care Cost Containment System (AHCCCS) or Utah Department of Insurance are not received prior to December 31, 2017 in accordance with the terms and provisions of the Merger Agreement, then the Termination Date shall automatically be extended to February 28, 2018;

(c) by either the IASIS Parties or the MPT Parties, by giving written notice of such termination to the other parties, if any restraint of the type set forth in Section 6.1(a) permanently prohibiting, enjoining or restraining the consummation of the Transactions shall have become final and non-appealable provided, however, that the right to terminate this Agreement under this Section 7.1(c) shall not be available to a Party if such restraint was primarily due to the intentional and material breach of such Party of its obligations under this Agreement;

(d) subject to the provisions of Section 10.8, by the IASIS Parties, by written notice of such termination to the MPT Parties, if the MPT Parties have breached or failed to perform any of their respective covenants or other agreements set forth in this Agreement or if any representation or warranty of the MPT Parties contained in this Agreement shall be or shall have become inaccurate, in either case (i) such that the conditions set forth in Section 6.1 or Section 6.3 would not be satisfied as of the time of such breach or failure or as of the time such representation or warranty was or shall have become inaccurate and (ii) such breach or failure to perform or inaccuracy cannot be cured by the MPT Parties, as the case may be, or if capable of being cured, shall not have been cured within thirty (30) calendar days after receipt by the MPT Parties of notice in writing from the IASIS Parties, specifying the nature of such breach, failure or inaccuracy and requesting that it be cured; provided that the IASIS Parties shall not have the right to terminate this Agreement pursuant to this Section 7.1(d) if it is then in breach of any of its representations, warranties, covenants or agreements set forth in this Agreement that would result in the closing conditions set forth in Section 6.1 or Section 6.2 (other than those conditions which by their terms are to be satisfied at the Closing) not being satisfied;

(e) by the MPT Parties, by written notice of such termination to the IASIS Parties, if the IASIS Parties have breached or failed to perform any of its covenants or other agreements set forth in this Agreement or if any representation or warranty of the IASIS Parties contained in this Agreement shall be or shall have become inaccurate, in either case (i) such that the conditions set forth in Section 6.1 or Section 6.2 would not be satisfied as of the time of such breach or failure or as of the time such representation or warranty was or shall have become

inaccurate, and (ii) such breach or failure to perform or inaccuracy cannot be cured by the IASIS Parties or, if capable of being cured, shall not have been cured within thirty (30) calendar days after receipt by the IASIS Parties of notice in writing from the MPT Parties specifying the nature of such breach, failure or inaccuracy and requesting that it be cured; provided that the MPT Parties shall not have the right to terminate this Agreement pursuant to this Section 7.1(e) if the MPT Parties are then in breach of any of their respective representations, warranties, covenants or agreements set forth in this Agreement that would result in the closing conditions set forth in Section 6.1 or Section 6.3 (other than those conditions which by their terms are to be satisfied at the Closing) not being satisfied;

(f) by the IASIS Parties, by written notice of such termination to the MPT Parties, if (i) the Marketing Period has ended, (ii) all of the conditions set forth in Section 6.1 and Section 6.2 have been satisfied (other than those conditions which by their terms are to be satisfied at the Closing, but such conditions must be capable of being satisfied if the Closing Date were the date valid notice of termination of this Agreement is delivered by the IASIS Parties to the MPT Parties) and the MPT Parties fail to consummate the Closing on the date required pursuant to Section 1.6(a), (iii) the IASIS Parties have irrevocably confirmed in writing to the MPT Parties that all conditions in Section 6.1 and Section 6.3(a) and (b) (other than those conditions which by their terms are to be satisfied at the Closing) are satisfied or they are willing to waive any unsatisfied conditions and the IASIS Parties are ready, willing and able to complete the Closing, (iv) the Debt Financing has funded (or will be funded if the Closing occurs), and (v) the MPT Parties fail to consummate the transactions contemplated by this Agreement within three (3) Business Days following the later of (A) receipt of the confirmation described in Section 7.1(f) (iii) or (B) on the date the Closing should have occurred pursuant to Section 1.6(a) (it being understood that the conditions to the obligations of the MPT Parties to consummate the transactions contemplated by this Agreement set forth in Section 6.1 and Section 6.2 shall remain satisfied or waived (other than those conditions which by their terms are to be satisfied at the Closing but such conditions must remain capable of being satisfied) at the close of business on such third Business Day); or

(g) by either the IASIS Parties or the MPT Parties, by giving written notice of such termination to the other parties, in the event of a valid termination of the Merger Agreement.

7.2. Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with Section 7.1 hereof, (i) this Agreement shall thereafter become void and have no effect and the Transactions shall be abandoned, except that this Section 7.2, Section 5.3, Article IX, Article X and the Confidentiality Agreement shall survive termination of this Agreement and remain valid and binding obligations of each of the applicable parties, and (ii) subject to the terms and conditions of the surviving provisions of this Agreement, there shall be no Liability or obligation on the part of the MPT Parties or the IASIS Parties (or any of their respective Affiliates, directors, officers, employees, equityholders or agents). Notwithstanding the immediately preceding sentence of this Section 7.2(a), termination of this Agreement pursuant to Section 7.2 shall not release any party hereto from any liability (x) pursuant to the sections specified in this Section 7.2(a) that survive such termination or (y) except as expressly provided in any of the

provisions that survive such termination, for any intentional and material breach, default or failure to fulfill any covenant or agreement by a party under this Agreement or Fraud, in each case that occurred prior to such termination; provided, however, that if this Agreement is terminated by either the MPT Parties or the IASIS Parties pursuant to Section 7.1(c), then the non-terminating Party shall have no Liability or obligation with respect to any intentional and material breach of such Party of its obligations under this Agreement (other than any intentional and material breach that was the primary cause of the restraint giving rise to the terminating Party's right to terminate this Agreement under Section 7.1(c)).

(b) If this Agreement is terminated by (i) the MPT Parties pursuant to Section 7.1(b) and, at the time of such termination, the IASIS Parties would be able to terminate this Agreement pursuant to Section 7.1(f) (but for such termination pursuant to Section 7.1(b)), (ii) the IASIS Parties pursuant to Section 7.1(d) as the result of a finally determined intentional and material breach by the MPT Parties of any of the representations, warranties, covenants or agreements set forth in this Agreement, or (iii) the IASIS Parties pursuant to Section 7.1(f), then, in each case, the MPT Parties shall pay, or cause to be paid, to the IASIS Parties, by wire transfer of immediately available funds within five (5) Business Days after the date on which this Agreement is so terminated, \$75,000,000 in cash (the "**Reverse Termination Fee**"); provided, that (i) if, and only if, IASIS or its Affiliates are entitled to receive the "Reverse Termination Fee" (as defined in the Merger Agreement) from Steward or Merger Sub under the Merger Agreement, then the MPT Parties shall have no liabilities or obligations to the IASIS Parties under this Agreement to pay the Reverse Termination Fee; and (ii) for the purposes of this Section 7.2(b) "finally determined" means (x) the Parties have so determined by mutual agreement or (y) when a final non-appealable judgment by a court of competent jurisdiction has been entered with respect to such claim (it being acknowledged and agreed that "non-appealable" means such time when all allowable appeals of such claim have been exhausted, the time for filing such appeal has expired or the party controlling the defense of such claim otherwise chooses not to appeal); provided, further, that for purposes of determining any interest payable pursuant to Section 7.2 following such final determination, the "date such payment was required to be made" shall be the date the IASIS Parties delivered to the MPT Parties written notice terminating this Agreement or the date the IASIS Parties delivered a written demand for the Reverse Termination Fee.

(c) The parties acknowledge that (i) the agreements contained in this Section 7.2 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the parties would not enter into this Agreement and (ii) payment of the Reverse Termination Fee shall constitute reasonable liquidated damages to the IASIS Parties for their time, effort and expense and the benefit of the bargain lost in connection with pursuing the transactions contemplated by this Agreement or other opportunities and shall not constitute a penalty; accordingly, if the MPT Parties fail to timely pay the Reverse Termination Fee when due pursuant to this Section 7.2, (1) the MPT Parties shall pay to the IASIS Parties interest on such amount at the prime rate as published in the Wall Street Journal in effect on the date such payment was required to be made through the date such payment was actually received and (2) if in order to obtain such payment, the IASIS Parties commence a proceeding which results in a judgment of all or a portion of the Reverse Termination Fee, the MPT Parties shall pay the IASIS Parties' out-of-pocket costs and expenses (including attorney's fees and expenses of enforcement) in connection with such proceeding. Further, if the IASIS Parties commence a

proceeding which does not result in a judgment for the IASIS Parties, the IASIS Parties shall pay the MPT Parties out-of-pocket costs and expenses (including attorneys' fees and expenses of enforcement) in connection with such proceeding. Notwithstanding anything to the contrary contained in this Agreement or otherwise, but subject to the last sentence of this Section 7.2(c), if this Agreement is terminated by the IASIS Parties in accordance with Section 7.1(d) or Section 7.1(f) and, in any such case, the Reverse Termination Fee is paid pursuant to Section 7.2(b), then (A) the IASIS Parties' receipt of the Reverse Termination Fee shall constitute liquidated damages and shall be the sole and exclusive remedy (whether at law, in equity, in Contract, in tort, or otherwise) of the IASIS Parties and each of their respective former, current or future directors, officers, employees, agents, general or limited partners, managers, members, stockholders, equity holders, controlling Persons, Affiliates or assignees of any of the foregoing and any Person claiming by, through or on behalf of any of the foregoing (collectively, the "**IASIS Related Persons**") against the MPT Parties and their respective Affiliates, and any of their respective former, current or future directors, officers, employees, agents, general or limited partners, partnerships, managers, management companies, members, stockholders, equity holders, debt financing sources, controlling Persons, Affiliates and assignees of any of the foregoing, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the "**Buyer Related Persons**") for any and all breaches, damages, Liabilities or Losses suffered or incurred by the IASIS Parties or any other IASIS Related Person based upon, resulting from, arising out of or in connection with this Agreement, the Transactions, the termination of this Agreement or any breach of any covenant or agreement in this Agreement or circumstances giving rise to such breach, or any matter forming the basis for such termination or breach, and (B) no IASIS Related Person shall be entitled to assert, bring or maintain, and IASIS on behalf of itself and each IASIS Related Person hereby waives any right to assert, bring or maintain, any claim, suit or other Litigation against the MPT Parties or any other Buyer Related Person based upon, resulting from, arising out of or in connection with this Agreement, the Transactions, the termination of this Agreement or any breach of any covenant or agreement in this Agreement or circumstances giving rise to such breach, or any matter forming the basis for such termination or breach, whether by or through (1) attempted piercing of the corporate veil, (2) a claim by or on behalf of the MPT Parties or one of their Affiliates against another Buyer Related Person or (3) any legal or equitable proceeding whether at law, in equity, in Contract, in tort or otherwise. If any Buyer Related Person makes any payment in respect of any breach of this Agreement, and thereafter the IASIS Parties are entitled to receive the Reverse Termination Fee under Section 7.2(b), the amount of such Reverse Termination Fee shall be reduced by the aggregate amount of any payments made by the MPT Parties or any of their respective Affiliates to any IASIS Related Person in respect of any such breaches of this Agreement. For the avoidance of doubt, (x) the IASIS Parties will be entitled to seek specific performance of this Agreement to the extent permitted by Section 10.8 while also seeking payment of the Reverse Termination Fee, but the IASIS Parties shall not be entitled to both obtain specific performance to cause the Closing to occur pursuant to Section 10.8 and also receive the Reverse Termination Fee; (y) notwithstanding anything to the contrary herein, the MPT Parties may elect to consummate the Closing after receipt of written notice of termination in lieu of paying the Reverse Termination Fee if, and only if, the Merger Agreement is at such time in full force and effect and the Merger will close immediately after the Closing under this Agreement, but not otherwise; and (z) in no event shall the Reverse Termination Fee be paid under this Agreement (i) on more than one occasion or (ii) if IASIS or its Affiliates are entitled to receive the "Reverse

Termination Fee” (as defined in the Merger Agreement) from Steward or its Affiliates under the Merger Agreement. Without limiting the foregoing, the maximum aggregate liability of each of the IASIS Parties, on the one hand, and the MPT Parties, on the other hand, in connection with this Agreement and the Transactions shall be limited to \$75,000,000 plus, in the case of the MPT Parties, the amounts described in clauses (1) and (2) above (the “**Liability Limitation**”), provided, however that (x) in such case neither the MPT Parties nor any Buyer Related Person, on the one hand, and neither the IASIS Parties nor any IASIS Related Person, on the other hand, shall seek or obtain nor shall it permit any of its Representatives or any other Person on its or their behalf to seek or obtain nor shall any Person be entitled to seek or obtain any monetary recovery or award or any monetary damages of any kind in the aggregate in excess of the Liability Limitation against the IASIS Related Persons or Buyer Related Persons, respectively and (y) the Liability Limitation against the IASIS Related Persons shall be reduced on a dollar for dollar basis by any amounts paid by the IASIS Related Persons to Steward or its Affiliates pursuant to Section 8.03(c) of the Merger Agreement. Notwithstanding anything to the contrary in this Section 7.2, in no event shall Steward, Merger Sub or any of their Affiliates be deemed Buyer Related Persons and nothing in this Section 7.2 shall in any way limit, modify, impair, waive or otherwise affect any obligations of Steward, Merger Sub or their Affiliates to the IASIS Related Persons under or pursuant to the Merger Agreement, or otherwise limit, modify, impair, waive or otherwise affect any of the rights or remedies of the IASIS Related Persons against Steward, Merger Sub or their Affiliates under or pursuant to the Merger Agreement.

(d) If this Agreement is terminated pursuant to Section 7.1 hereof, all confidential information received by the parties shall be treated in accordance with Section 5.3 hereof and, if applicable, the Confidentiality Agreement referred to in such Section.

8. INTENTIONALLY OMITTED.

9. REPRESENTATIVES OF PARTIES.

9.1. IASIS Parties. Each of the IASIS Parties hereby appoints IASIS as their duly authorized agent and representative (the “**IASIS Parties’ Representative**”) to take all actions and enforce all rights of the IASIS Parties under this Agreement, including, without limitation (i) giving and receiving any notice or instruction permitted or required under this Agreement; (ii) interpreting all of the terms and provisions of this Agreement; (iii) authorizing payments or obtaining reimbursement as may be provided for herein; (iv) consenting to, compromising or settling all disputes with the MPT Parties under this Agreement; (v) conducting negotiations and dealing with the MPT Parties under this Agreement; and (vi) taking any other actions on behalf of the IASIS Parties relating to the IASIS Parties’ rights, claims, duties and obligations under this Agreement. In the performance of the MPT Parties’ respective duties and obligations hereunder, the MPT Parties shall be authorized and permitted to correspond and transact with IASIS Parties’ Representative on behalf of all the IASIS Parties and shall be entitled to rely upon any document or instrument executed and delivered by the IASIS Parties’ Representative.

9.2. MPT Parties. The MPT Parties hereby appoint MPT Sycamore Opco, LLC as their duly authorized agent and representative (the “**MPT Representative**”) to take all actions and enforce all rights of the MPT Parties under this Agreement, including, without limitation, (i) giving and receiving any notice or instruction permitted or required under this Agreement; (ii)

interpreting all of the terms and provisions of this Agreement; (iii) authorizing payments or obtaining reimbursement as may be provided for herein; (iv) consenting to, compromising or settling all disputes with the IASIS Parties under this Agreement; (v) conducting negotiations and dealing with the IASIS Parties under this Agreement; and (vi) taking any other actions on behalf of the MPT Parties relating to the MPT Parties' rights, claims, duties and obligations under this Agreement. In the performance of the IASIS Parties' respective duties and obligations hereunder, the IASIS Parties shall be authorized and permitted to correspond and transact with the MPT Representative on behalf of all the MPT Parties and shall be entitled to rely upon any document or instrument executed and delivered by the MPT Representative.

10. **GENERAL PROVISIONS.**

10.1. Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Person for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service (with signed confirmation of receipt), if sent by email of a PDF document (with confirmation of receipt) or if sent by facsimile, provided that the facsimile or email is promptly followed by a confirmation copy delivery by registered or certified mail or by a national courier service, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

if to IASIS Parties: c/o IASIS Healthcare Corporation
117 Seaboard Lane
Franklin, TN 37067
Attention: Corporate Secretary
Facsimile: (615) 467-1250
Email: cchi@iasishealthcare.com

if *prior to* Closing,
with a copy to: Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
Attention: Julie H. Jones & C. Michael Roh
Facsimile: (617) 951-7050
Email: julie.jones@ropesgray.com;
michael.roh@ropesgray.com

if *after* Closing,
with a copy to: McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606-5096
Attn: Ankur Gupta, Esq.
Facsimile: (312) 984-7700
Email: ankurgupta@mwe.com

if to MPT Parties: c/o MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242
Attn: Legal Department
Fax: (205) 969-3756
Email: legal@medicalproptiestrust.com

with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North
1400 Wells Fargo Tower
Birmingham, Alabama 35203
Attn: Thomas O. Kolb, Esq.
Fax: (205) 322-8007
Email: tkolb@bakerdonelson.com

Any such notification shall be deemed delivered (i) upon receipt, if delivered personally, (ii) on the next Business Day, if sent by national courier service for next business day delivery, or (iii) the Business Day received (or the immediately following Business Day, if not received on a Business Day), if sent by facsimile or email or any other permitted method.

10.2. Disclosure Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. The IASIS Parties may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any reference to dollar amounts, shall not be deemed (i) to be an acknowledgement or representation that such items are material, (ii) to establish any standard of materiality or (iii) to define further the meaning of such terms for purposes of this Agreement or otherwise. Any matter set forth in any section of any Schedule shall be deemed to be referred to and incorporated in any section to which it is specifically referenced or cross-referenced, and also in all other sections of the Schedules to which such matter's application or relevance is reasonably apparent on the face of such disclosure. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

10.3. Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto and any attempt to assign this Agreement without such consent shall be void and of no effect; provided, however, that, subject to the following proviso, the MPT Parties may assign their rights and interests (or any portion thereof) under this Agreement, to any Affiliate, but, in any such event, the assignor and MPT Parties shall be required to remain obligated hereunder in the same manner as if such assignment had not been effected; provided, further, that in no event shall the MPT Parties be permitted to assign this Agreement to any Person to the extent such that, as a result of such assignment, either (x) any additional consent or approval of, or filing, declaration or registration with, any Governmental Body or other Person would be required under this Agreement or in connection with the Transactions or (y) any material delay would occur with respect to any consent or approval of, or filing, declaration or registration with, any Governmental Body or other Person that otherwise is required to be made under [Section 2.5](#) (or obtaining any such consent or approval would be made materially less likely). Any attempted assignment without obtaining such required consent shall be null and void.

10.4. Severability. The Parties agree that each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any application of this Agreement (as to any Party or otherwise) is held to be prohibited by or invalid under applicable law, such provision or application shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other applications of this Agreement.

10.5. Interpretation. The definitions set forth in Annex A and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless otherwise indicated, the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein”, “hereof” and “hereunder” and words of similar import shall be deemed to refer to this Agreement (including the Schedules and Exhibits) in its entirety and not to any part hereof, unless the context shall otherwise require. All references herein to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections and Schedules of, and Exhibits to, this Agreement, unless the context shall otherwise require. Unless the context shall otherwise require, any references to any agreement or other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Any reference in this Agreement to a “day” or number of “days” that does not refer explicitly to a “Business Day” or “Business Days” shall be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice shall be deferred until, or may be taken or given on, the next Business Day. The table of contents and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.6. Fees and Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be borne by the party incurring such expenses.

10.7. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) This Agreement, and any claim, suit, action or proceeding in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement, or the Transactions (whether in law or in equity, and whether in contract or in tort or otherwise), shall be governed by and enforced pursuant to the laws of the State of Delaware, its rules of conflict of laws notwithstanding. Each party hereby irrevocably agrees and consents to be subject to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if the Court of Chancery lacks jurisdiction, the United States District Court for the District of Delaware or the Superior Court of the State of Delaware, in any suit, action or proceeding described in the immediately preceding sentence of this Section 10.7(a). Each party hereby irrevocably consents to the service of any and all process in any such suit, action or proceeding by the delivery of such process to such party at the address and in the manner provided in Section 10.1. Each of the parties hereto irrevocably and unconditionally waives any objection to

the laying of venue of any action, suit or proceeding arising out of this Agreement or the Transactions in (i) the Court of Chancery of the State of Delaware, (ii) the United States District Court for the District of Delaware or (iii) the Superior Court of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each of the parties hereto hereby agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Source, or any of its representatives, in any way relating to this Agreement or any of the Transactions, including any dispute arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the Federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof), and that the provisions of Section 10.7(b) relating to the waiver of jury trial shall apply to any such action, cause of action, claim, cross-claim or third-party claim.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER OR RELATE TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7(b).

10.8. Specific Performance and Remedies.

(a) Each of the parties agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the MPT Parties and the IASIS Parties would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching party may be entitled at Law pursuant to the terms of this Agreement (including and subject to Section 7.1 and Section 10.8(b) below), a party shall be entitled (i) to injunctive relief without the posting of any bond to prevent breaches of this Agreement and (ii) to specifically enforce the terms and provisions hereof. Subject to Section 7.1 and Section 10.8(b), each party further waives any defense that a remedy at Law would be adequate in any action or Litigation for specific performance or injunctive relief hereunder.

(b) Notwithstanding anything in this Section 10.8 to the contrary, it is agreed that the right of the IASIS Parties to seek specific performance to cause the MPT Parties to consummate the Closing shall be subject to the requirements that (i) the Marketing Period has ended, (ii) all of the conditions to Closing set forth in Sections 6.1 and 6.2 are satisfied (other than (x) those conditions that by their terms are to be satisfied at Closing, but subject to the satisfaction or, if permissible, waiver of those conditions and (y) Section 6.1(c) to the extent that the IASIS Parties or their Affiliates are seeking or pursuing specific performance against Steward or its Affiliates under Section 10.12 of the Merger Agreement and the MPT Parties fail to consummate the Closing on the date required pursuant to Section 1.6(a), (iii) all of the conditions to the consummation of the financing provided by the Debt Commitment Letter (or, if Alternative Financing is being used in accordance with Section 5.8(a), pursuant to the commitments with respect thereto) have been satisfied (other than those conditions that by their terms are to be satisfied at Closing), (iv) the Debt Financing has funded (or will be funded if the Closing occurs) and (v) the IASIS Parties have delivered written notice to the MPT Parties confirming irrevocably that all of the conditions set forth in Sections 6.1 (other than Section 6.1(c)) to the extent that the IASIS Parties or their Affiliates are seeking or pursuing specific performance against Steward or its Affiliates under Section 10.12 of the Merger Agreement and 6.2 (other than those conditions that by their terms are to be satisfied at Closing) have been satisfied and the conditions set forth in Section 6.3 have been satisfied or waived and they are ready, willing and able to consummate the Closing, and the IASIS Parties will take all actions that are within their control to cause the Closing to occur. Notwithstanding anything to the contrary in this Agreement, under no circumstances will the IASIS Parties and/or any IASIS Related Person (collectively with all of their Affiliates) be entitled to (x) monetary damages (liquidated or otherwise) in excess of the Liability Limitation, (y) both a grant of specific performance to cause the MPT Parties to consummate the Transactions and all or any portion of the Reverse Termination Fee, or (z) a grant of specific performance to cause the MPT Parties to consummate the Transactions unless the closing under the Merger Agreement occurs or will occur immediately after the Closing under this Agreement. The election of the IASIS Parties to pursue an injunction or specific performance shall not restrict, impair or otherwise limit the IASIS Parties from seeking to terminate this Agreement and seeking to collect the Reverse Termination Fee pursuant to Section 7.2(b); provided that the IASIS Parties' acceptance of (x) the Reverse Termination Fee shall terminate any right to injunctive relief or specific performance hereunder and (y) injunctive relief or specific performance shall terminate any right to the Reverse Termination Fee.

(c) The MPT Parties' obligation to fund the Purchase Price and the Reverse Termination Fee, as applicable, under and pursuant to the terms and conditions of this Agreement is guaranteed under the Limited Guaranty. The Parties acknowledge and agree that, with respect to any funding obligations of the MPT Parties required for compliance with the specific performance remedies set forth in Sections 10.8(a) and (b) above, such funding obligations shall be subject to and guaranteed under the Limited Guaranty.

(d) Neither party shall be liable for any consequential damages, damages based upon loss of revenue, income or profits, loss or diminution in value of assets or securities, damages calculated by "multiple of profits" or "multiple of cash flow" or other valuation methodology, or punitive, special, exemplary or indirect damages (except to the extent awarded to a third party), in each case in any way arising out of or relating to this Agreement, the

negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (whether in law or in equity, and whether in contract or in tort or otherwise) or otherwise. Nothing in this Section 10.8(d) shall limit the obligation of the MPT Parties to pay the Reverse Termination Fee on the terms and conditions set forth in Section 7.2(b).

10.9. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR OTHERWISE: (a) THE REPRESENTATIONS AND WARRANTIES OF THE IASIS PARTIES EXPRESSLY SET FORTH IN ARTICLE II HEREOF AND IN ANY CERTIFICATE OR INSTRUMENT DELIVERED PURSUANT TO THIS AGREEMENT ARE AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES TO THE MPT PARTIES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND (b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES REFERRED TO IN CLAUSE (a) ABOVE, NEITHER THE IASIS PARTIES NOR ANY NON-RECOURSE PARTY HAS MADE OR IS MAKING ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE BUSINESS OR THE ASSETS OF THE IASIS PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR OTHERWISE, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE II HEREOF AND IN ANY CERTIFICATE OR INSTRUMENT DELIVERED PURSUANT TO THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY NATURE, INCLUDING WITH RESPECT TO ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, QUANTITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE BUSINESS OR THE ASSETS OF THE IASIS PARTIES, ARE HEREBY EXPRESSLY DISCLAIMED. THE MPT PARTIES REPRESENT, WARRANT, COVENANT AND AGREE, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE AFFILIATES AND FINANCING SOURCES, THAT IN DETERMINING TO ENTER INTO AND CONSUMMATE THIS AGREEMENT, THE DEBT COMMITMENT LETTER, AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, THEY ARE NOT RELYING UPON ANY REPRESENTATION OR WARRANTY MADE OR PURPORTEDLY MADE BY OR ON BEHALF OF ANY PERSON, OTHER THAN THOSE EXPRESSLY MADE BY THE IASIS PARTIES AS SET FORTH IN ARTICLE II HEREOF AND IN ANY CERTIFICATE OR INSTRUMENT DELIVERED PURSUANT TO THIS AGREEMENT, AND THAT THE MPT PARTIES SHALL ACQUIRE THE OWNED REAL PROPERTY AND ACQUIRED ASSETS WITHOUT ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS AND "WITH ALL FAULTS".

Without limiting the generality of the immediately preceding paragraph, it is understood and agreed by the MPT Parties, on behalf of themselves and their respective Affiliates and any Financing Sources, that any cost estimate, projection or other prediction, any data, any financial information or any memoranda or offering materials or presentations, including, without limitation, any memoranda and materials provided by the IASIS Parties, any direct or indirect

holder of equity interests in the IASIS Parties or any of their respective representatives, are not and shall not be deemed to be or to include representations or warranties, except to the extent explicitly set forth in Article II hereof and in any certificate or instrument delivered pursuant to this Agreement as a representation and warranty by (and only by) the IASIS Parties.

10.10. Due Diligence Review.

(a) Each of the MPT Parties acknowledges, covenants and agrees, on behalf of itself, and its Affiliates: (a) that it has completed to its satisfaction its own due diligence investigation, and based thereon, formed its own independent judgment with respect to the IASIS Parties; (b) that it has been furnished with or given full access to such documents and information about the IASIS Parties and their respective businesses and operations as it and its representatives and advisors have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby; (c) that in entering into this Agreement, it has relied solely upon its own investigation and analysis and the representations and warranties of the IASIS Parties expressly contained in Article II hereof and in the certificate or instrument delivered pursuant to this Agreement; and (d) that (x) no representation or warranty has been or is being made by the IASIS Parties or any other Person as to the accuracy or completeness of any of the information provided or made available to MPT Parties or any of their respective representatives and advisors and (y) there are uncertainties inherent in attempting to make estimates, projections, forecasts, plans, budgets and similar materials and information, each of MPT Parties is familiar with such uncertainties, each of the MPT Parties is taking full responsibility for making its own evaluations of the adequacy and accuracy of any and all estimates, projections, forecasts, plans, budgets and other materials or information that may have been delivered or made available to it or any of its respective agents or representatives, none of the MPT Parties has relied or will rely on such information, and none of the MPT Parties will assert, and each will cause their respective Affiliates not to assert, any claims against the IASIS Parties or the Non-Recourse Parties with respect thereto.

10.11. Entire Agreement; Modification; Waiver.

(a) This Agreement (including all Schedules and Exhibits hereto) and the Confidentiality Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the MPT Parties and the IASIS Parties, or in the case of a waiver, by the party against whom the waiver is to be effective, provided that Sections 7.2(b), 10.7, 10.8(d), 10.11, 10.14 and 10.16, solely to the extent applicable to the Financing Sources, cannot be amended in a manner materially adverse to the Financing Sources, without consent of the Financing Sources. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as specifically provided otherwise herein, the rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

10.12. Joint Drafting. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

10.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, scanned pages or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

10.14. Binding Effect; Limited Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The terms and provisions of this Agreement are intended solely for the benefit of the IASIS Parties, the MPT Parties, their Affiliates and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person other than any Non-Recourse Party with respect to Section 10.16 hereof, provided that the Financing Sources shall be third party beneficiaries of Sections 7.2(b), 10.7, 10.8(d), 10.11, 10.14 and 10.16.

10.15. Exhibits within Exhibits. All exhibits or schedules referenced within any of the Exhibits attached hereto, which are not otherwise attached in an agreed upon form to such Exhibit, shall be mutually agreed to by the parties.

10.16. No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, and except with respect to, and without limitation of, MPT's obligations under the Limited Guaranty, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the Transactions, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or Affiliates of any party hereto or any Financing Source, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or Affiliate of any of the foregoing (each, a "**Non-Recourse Party**") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, relating to, or by reason of, the Transactions or in respect of any representations made or alleged to be made in connection herewith. Without limiting the foregoing and without limiting the rights of any party against the other parties hereto, and except with respect to, and without limitation of, MPT's obligations under the Limited Guaranty, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Notwithstanding the foregoing, nothing in this Section 10.16 shall in any way limit or modify (x) any Financing Sources' obligations to the MPT Parties under the Debt Commitment Letter or any obligation of any Financing Source to MPT Parties, or (y) any obligations of Steward, Merger Sub or their Affiliates under or pursuant to the Merger Agreement.

10.17. Necessary Actions. Each Party shall perform any further acts and execute and delivery any documents that may be reasonably necessary to carry out the provisions of this Agreement.

[Remainder of this page intentionally blank; Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have executed or caused to be executed this Agreement as of the Effective Date.

IASIS HEALTHCARE CORPORATION

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

Signature Page 1 of 3

Real Property Asset Purchase Agreement

CURRENT IASIS LESSEES:

MOUNTAIN VISTA MEDICAL CENTER, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer

Name: W. Carl Whitmer

Title: President and CEO

THE MEDICAL CENTER OF SOUTHEAST TEXAS, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer

Name: W. Carl Whitmer

Title: President and CEO

IASIS GLENWOOD REGIONAL MEDICAL CENTER, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer

Name: W. Carl Whitmer

Title: President and CEO

JORDAN VALLEY MEDICAL CENTER, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer

Name: W. Carl Whitmer

Title: President and CEO

SELLERS:
SOUTHWEST GENERAL HOSPITAL, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

ODESSA REGIONAL HOSPITAL, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

BRIM HOLDING COMPANY, INC.

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

MOUNTAIN POINT HOLDINGS, LLC

By: Seaboard Development LLC
its sole member

By: IASIS Healthcare LLC
its sole member

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

**SALT LAKE REGIONAL MEDICAL
CENTER, LP**

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

ST. LUKE'S MEDICAL CENTER, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

SEABOARD DEVELOPMENT, LLC

By: IASIS Healthcare LLC
its sole member

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

MESA GENERAL HOSPITAL, LP

By: IASIS Healthcare Holdings, Inc.
its general partner

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

BRIM HEALTHCARE OF TEXAS, LLC

By: Brim Holding Company, Inc.
its manager

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

IASIS HEALTHCARE HOLDINGS, INC.

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

IASIS FINANCE TEXAS HOLDINGS LLC

By: IASIS Finance, Inc.
its sole member

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

SEABOARD DEVELOPMENT PORT ARTHUR, LLC

By: IASIS Healthcare LLC
its sole member

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

BEAUMONT HOSPITAL HOLDINGS, INC.

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

BRIM HEALTHCARE OF COLORADO, LLC

By: Brim Holding Company, Inc.
its sole member

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

IASIS MANAGEMENT COMPANY

By: /s/ W. Carl Whitmer
Name: W. Carl Whitmer
Title: President and CEO

MPT PARTIES:

MPT OF MESA, LLC
MPT OF WEST MONROE, LLC
MPT OF PORT ARTHUR, LLC
MPT OF WEST VALLEY CITY, LLC
MPT OF HOPE-STEWARD, LLC
MPT OF ODESSA-STEWARD, LLC
MPT OF HOUSTON-STEWARD, LLC
MPT OF PHOENIX-STEWARD, LLC
MPT OF PHOENIX BEHAVIORAL-STEWARD, LLC
MPT OF SALT LAKE CITY-STEWARD, LLC
MPT OF SAN ANTONIO-STEWARD, LLC
MPT OF TEMPE-STEWARD, LLC
MPT OF TEXARKANA-STEWARD, LLC
MPT OF LAS VEGAS-STEWARD, LLC
MPT OF HOUSTON RE - STEWARD, LLC
MPT OF LAYTON RE - STEWARD, LLC
MPT OF MARICOPA RE - STEWARD, LLC
MPT OF ODESSA RE - STEWARD, LLC
MPT OF OGDEN RE - STEWARD, LLC
MPT OF PHOENIX RE - STEWARD, LLC
MPT OF PORT ARTHUR RE - STEWARD, LLC
MPT OF WOODLAND PARK RE - STEWARD, LLC
MPT OF SAN ANTONIO RE - STEWARD, LLC
MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P

Its: Sole Member of each above-referenced entity

By: /s/ R. Steven Hamner

Name: R. Steven Hamner

Its: Executive Vice President and CFO

ANNEX A

DEFINED TERMS

The following terms (whether or not capitalized and whether used in the singular or plural) shall have the following meanings as used in this Agreement:

“**Acquired Assets**” shall have the meaning set forth in Section 1.1.

“**Acquisition Proposal**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Additional Parcels**” shall have the meaning set forth in Section 5.11(a).

“**Affiliate**” shall mean, as to any Person, (i) any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person or (ii) any other Person that owns, beneficially, directly or indirectly, 25% or more of the outstanding capital stock, shares, membership interest or other ownership interest of such Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of such Person directly or indirectly, whether through ownership of voting securities, by membership, by contract or otherwise; and the terms “controlling” and “controlled” having meanings correlative to the foregoing. For purposes of this Agreement, in no event shall Steward or any of its Subsidiaries be deemed to be an Affiliate of any of the MPT Parties or any Affiliates of the MPT Parties.

“**Agreement**” shall have the meaning set forth in the preamble of this Agreement.

“**Alternative Financing**” shall have the meaning set forth in Section 5.8(a)(iii).

“**Alternative Financing Commitment Letter**” shall have the meaning set forth in Section 5.8(a)(iii).

“**Annual Financials**” shall have the meaning as set forth in Section 2.6(a).

“**Audited Balance Sheet**” shall have the meaning as set forth in Section 2.6(a).

“**Audited Balance Sheet Date**” shall have the meaning as set forth in Section 2.6(a).

“**Bridge Reduction Conditions**” shall have the meaning set forth in Section 5.8(a)(i)

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a day on which banks in the City of New York are authorized or obligated by Law or executive order to close.

“**Buyer Related Persons**” shall have the meaning as set forth in Section 7.2(c).

“**Buyers**” shall have the meaning set forth in the preamble of this Agreement.

“**Closing**” shall have the meaning set forth in Section 1.6.

“**Closing Date**” shall have the meaning set forth in Section 1.6.

“**Closing Statement**” shall have the meaning as set forth in Section 1.6(b).

“**Code**” shall mean the U.S. Internal Revenue Code of 1986, as amended.

“**Collateral Assignments**” shall have the meaning set forth in Section 5.2(b).

“**Collateral Leases**” shall have the meaning set forth in Section 2.11(k).

“**Company Incentive Plan**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Company Representative**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Company Shares**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Confidentiality Agreement**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Consents**” shall have the meaning as set forth in Section 2.5(a).

“**Contracts**” means all written contractual agreements relating to or affecting the assets or the operation of the Owned Real Property to which any of the IASIS Parties is a party.

“**Credit Facilities**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Current IASIS Lessees**” shall have the meaning set forth in the recitals of this Agreement.

“**Current MPT Lessors**” shall have the meaning set forth in the recitals of this Agreement.

“**Debt Commitment Letter**” shall have the meaning as set forth in Section 3.7(a).

“**Debt Financing**” shall have the meaning set forth in Section 3.7(a).

“**Debt Payoff Amount**” shall have the meaning as set forth in Section 1.6(b)(v).

“**Deeds**” shall have the meaning set forth in EXHIBIT C.

“**Due Diligence Documents**” means, collectively, the Property Documents, Title Commitments, Surveys, Zoning Reports, property condition reports, environmental reports, and any and all other reports, studies, materials and information delivered to or otherwise made available to the MPT Parties and its Representatives, or otherwise obtained by the MPT Parties in connection with their due diligence investigation of the Owned Real Property.

“**Effective Date**” shall have the meaning set forth in the preamble of this Agreement.

“**Effective Time**” shall have the meaning set forth in the Merger Agreement.

“**Eligible Holder**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Encumbrance**” means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, lien (statutory or otherwise) or preference, security interest, restrictions or easements or other encumbrance of any kind or nature whatsoever.

“**Environmental Law**” shall mean all Laws and Orders relating to pollution, protection of the environment, occupational and worker health and safety with respect to exposure to or management of Hazardous Materials, human health and safety or natural resources, including all those relating to the presence, exposure to, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Materials.

“**Excluded Assets**” shall have the meaning set forth in Section 1.2.

“**Excluded Liabilities**” shall have the meaning set forth in Section 1.5.

“**Facility**” and “**Facilities**” shall each have the meaning set forth in the recitals of this Agreement.

“**Financial Statements**” shall have the meaning as set forth in Section 2.6(a).

“**Financing Sources**” shall mean JPMorgan Chase Bank, N.A., the parties to the Debt Commitment Letter and their respective former, current or future directors, officers or Affiliates.

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

“**Fraud**” means, with respect to any party, an actual and intentional fraud with respect to the making of representations and warranties contained in this Agreement, upon which any other party hereto has reasonably relied, and with respect to which such party had an actual intent to deceive and actual knowledge that the representations and warranties made by such party were actually breached when made.

“**GAAP**” shall mean U.S. generally accepted accounting principles.

“Governmental Body” means any (i) national, federal, state, provincial, county, municipal or local government, foreign or domestic, (ii) political subdivision of any of the foregoing or (iii) entity, authority, agency, ministry or other similar body exercising any legislative, executive, judicial, regulatory or administrative authority or functions of or pertaining to government, including any court, commission, tribunal or other quasi-governmental entity established to perform any such function.

“Hazardous Materials” means: (a) petroleum or petroleum products, flammable materials, explosives, radioactive materials, radon gas, lead-based paint, lead, asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), transformers or other equipment that contain dielectric fluid containing PCBs and mold or fungus of any kind or species, (b) any chemicals or other materials or substances which are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “toxic pollutants,” “contaminants,” “solid wastes,” “pollutants,” or words of similar import under any Environmental Law, (c) Medical Waste and (d) any other chemical, material or substance exposure to which is prohibited, limited or regulated under any Environmental Law.

“Healthcare Laws” has the meaning set forth in the Merger Agreement.

“Healthcare Licenses” means, collectively, all applicable federal, state and local governmental and all nongovernmental licenses, approvals, qualifications, variances, certificates of need, franchises, accreditations, certificates, certifications, consents, permits and other authorizations and contracts, which may be (i) necessary for the operation of each of the Facilities as a general acute care hospital facility (and for such other legal ancillary uses as may be necessary or as are currently undertaken in connection with or incidental to such uses), or (ii) required for certification and participation under Medicare and Medicaid legislation and regulations, the provider programs of any Governmental Body for each particular Facility, the regulations and standards of the United States Department of Health and Human Services, and the Centers for Medicare and Medicaid Services, and/or state or federal Title XVIII and/or Title XIX provider programs applicable for each such Facility and its operations.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended by HITECH provisions of the American Recovery and Reinvestment Act of 2009, and as otherwise may be amended from time to time, and any and all implementing regulations, as in effect from time to time, including, but not limited to, the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transactions Standards (45 C.F.R. Parts 160 and 162), the Breach Notification Standards (45 C.F.R. Parts 160 and 164) and the Security Standards (45 C.F.R. Parts 160, 162 and 164) promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by the final HIPAA omnibus regulations (78 Fed. Reg 5,566 et seq. Jan. 25, 2013).

“IASIS” shall have the meaning set forth in the preamble of this Agreement.

“IASIS Material Adverse Effect” shall mean any change, effect, event, occurrence, state of facts or development that (i) is, or would reasonably be expected to be, individually or in the aggregate, materially adverse to the business, assets, liabilities, results of operations or financial condition of the IASIS Parties, taken as a whole, in each case excluding any such effect to the extent resulting from, relating to or arising from (a) the public announcement or pendency of this Agreement or the Transactions, solely to the extent such effects are directly attributable to

the identity of Steward, the MPT Parties and their Affiliates or their financing sources, (b) any press release or other public announcement by Steward or the MPT Parties relating to their plans or intentions with respect to the conduct of the business (or any portion thereof) of IASIS or any of its Subsidiaries other than any joint press release or any such press release or public announcement consented to in writing by IASIS, (c) changes in global or United States or foreign national or regional economic, financial, regulatory or geopolitical conditions or events in general, (d) changes in the credit, debt, financial or capital markets or changes in interest or exchange rates, in each case, in the United States or elsewhere in the world, (e) changes in Laws affecting the IASIS Parties or their Subsidiaries or GAAP or any underlying accounting principles or the interpretation of any of the foregoing by a Governmental Body (in each case, after the date of this Agreement), (f) force majeure events, (g) changes in IASIS' and its Subsidiaries' industries in general or the markets they operate in, or changes in the general business or economic conditions affecting such industries or markets, (h) any military conflict, outbreak or escalation of hostilities or war or act of foreign or domestic terrorism, (i) any action taken, or omitted to be taken, by the IASIS Parties or any of their Subsidiaries with the prior written consent of the MPT Parties or any of their Affiliates after the date hereof and on or prior to the Closing Date or (j) any failure by IASIS or its Subsidiaries to meet internal or published projections, forecasts or estimates of IASIS or its Subsidiaries (provided, however, that any effect, fact or circumstance that caused or contributed to such failure to meet projections, forecasts or estimates shall not be excluded under this clause (j)), except, in the cases of clauses (c), (d), (e), (f), (g) and (h), to the extent such events, occurrences, state of facts, developments, effects, changes or conditions disproportionately affect IASIS or its Subsidiaries as compared to other Persons engaged in the same industry; or (ii) irrevocably prevents the satisfaction of the conditions set forth in Section 6.2 of this Agreement.

"IASIS Parties" shall have the meaning set forth in the preamble of this Agreement.

"IASIS Parties' Representative" shall have the meaning set forth in Section 9.1.

"IASIS Related Parties" shall have the meaning set forth in Section 7.2(c).

"Improvements" means all buildings, improvements, structures and Fixtures located on the Owned Land (either on the date of this Agreement or on the Closing Date), including without limitation, landscaping, parking lots and structures, roads, drainage and all above ground and underground utility structures, equipment systems and other so-called "infrastructure" improvements.

"Indebtedness" shall mean (i) any indebtedness of any of the IASIS Parties for borrowed money and accrued but unpaid interest, premiums and penalties relating thereto, (ii) any indebtedness of any of the IASIS Parties evidenced by a note, bond, debenture or other similar security, (iii) any indebtedness referred to in clauses (i) through (ii) above of any Person which is either guaranteed by, or secured by an Encumbrance upon any property or asset owned by, any of the IASIS Parties.

"Individual Purchase Price" shall have the meaning set forth in Section 1.7.

"Insurance License" shall have the meaning ascribed thereto in the Merger Agreement.

“Knowledge” or **“Knowledge of the IASIS Parties”** shall mean with respect to the IASIS Parties, the actual knowledge of Carl Whitmer, John Doyle, Phil Mazzuca, Michael Uchrin, Bryanie Swilley (Eastern Market President), Larry Hancock (Western Market President) and Eric Paul (Arizona Market President), after reasonable inquiry of their direct reports (provided, that each will have made reasonable inquiry of the hospital presidents who report directly to him, including confirmation that each such hospital president has submitted its most recent quarterly certification in accordance with IASIS policy).

“Land” shall have the meaning set forth in the recitals of this Agreement.

“Law” shall mean any federal, state, local or foreign law, statute, ordinance, rule, code, regulation, order, judgment or decree, administrative order or decree or administrative or judicial decision, including common law.

“Lease Terminations” shall have the meaning set forth in the recitals of this Agreement.

“Leased Real Property” shall have the meaning set forth in the recitals of this Agreement.

“Liability” mean any and all debts, liabilities, expenses, commitments, obligations, actions and damages of any kind, character or description, whether direct or indirect, contingent or absolute, matured or unmatured, accrued or not accrued, asserted or not asserted, known or unknown, disputed or undisputed, joint or several, secured or unsecured, liquidated or unliquidated, determined, determinable or otherwise, whenever or however arising (including whether arising under any Law, Litigation or Order and those arising under any Contracts), in each case that would be required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

“Liability Limitation” shall have the meaning set forth in [Section 7.2\(c\)](#).

“Licenses” shall mean all licenses, permits, franchises, certificates and certifications, approvals, exemptions, classifications, registrations and other similar documents and authorizations exclusively related to the Owned Real Property (but excluding those licenses related to the operation of the Facilities, including, without limitation, Healthcare Licenses) and issued by any Governmental Body, and applications, amendments and modifications of any of the foregoing.

“Limited Guaranty” shall have the meaning set forth in the recitals of this Agreement.

“Litigation” shall mean any claim, demand, citation, action, arbitration, suit, litigation, complaint, proceeding or investigation of any kind whatsoever, at law or in equity (including actions or proceedings seeking injunctive relief), by or before any Governmental Body.

“made available” or words of similar import means materials posted to the “Ignite VDR” data room on merrillcorp.com and accessible to the MPT Parties on or before 12:00 p.m. Central Time at least three (3) Business Days immediately preceding the date of this Agreement.

“Marketing Period” shall mean the first period of fifteen (15) consecutive Business Days after the date of this Agreement (1) commencing on the date the IASIS Parties shall have delivered to the MPT Parties the Required Information and (2) as of the first day and throughout such fifteen (15) consecutive Business Day period, the IASIS Parties’ independent accountants shall not have withdrawn any audit opinion with respect to any year-end audited financial statements included in the Required Information, in which case the Marketing Period shall not be deemed to commence until the time at which, as applicable, an unqualified audit opinion is issued with respect to the consolidated financial statements for the applicable periods by the IASIS Parties’ independent accountants or another independent registered accounting firm reasonably acceptable to the MPT Parties; provided, that the Marketing Period shall end on any earlier date that is the date on which the full proceeds to be provided to the MPT Parties by the Debt Financing are made available to Steward to complete the Merger; provided, further that the entirety of the Marketing Period shall occur prior to August 21, 2017 or after September 5, 2017 and on or prior to December 22, 2017 or on or after January 2, 2018, and any day from and including June 30, 2017 to July 4, 2017, November 23, 2017, November 24, 2017 and any day from and including December 18, 2017 to January 2, 2018 shall not be deemed a Business Day for purposes of the Marketing Period. If the IASIS Parties shall in good faith believe they have provided the Required Information, they may deliver to the MPT Parties a written notice to that effect (stating when it believes it completed such delivery), in which case the Marketing Period shall be deemed to have commenced as of the delivery date indicated in such written notice unless the MPT Parties in good faith reasonably believe the IASIS Parties have not completed the delivery of the Required Information and, within two (2) Business Days after the delivery of such notice by the IASIS Parties, deliver a written notice to the IASIS Parties to that effect (stating with specificity which Required Information the IASIS Parties has not delivered); provided, that it is understood that the delivery of such written notice from the MPT Parties to the IASIS Parties will not prejudice the IASIS Parties’ right to assert that the Required Information has in fact been delivered.

“Master Agreement” means that certain (Project Ignite) Master Agreement dated the date hereof among Steward, certain Affiliates and subsidiaries of Steward, MPT Sycamore Opco, LLC, the Buyers and certain of the Buyers’ Affiliates, pursuant to which the “MPT Parties” thereto have agreed, among other things, to fund the “Acquisition Loan” (as therein defined) and the Mortgage Financing, as modified, amended or restated from time to time.

“Material Contract” shall have the meaning ascribed thereto in the Merger Agreement.

“Medicaid” shall mean the medical assistance program established by Title XIX of the Social Security Act (42 U.S.C. Sections 1396 et seq.) and any statute succeeding thereto.

“Medical Waste” means (i) pathological waste, (ii) blood, (iii) wastes from surgery or autopsy, (iv) dialysis waste, including contaminated disposable equipment and supplies, (v) cultures and stocks of infectious agents and associated biological agents, (vi) contaminated animals, (vii) isolation wastes, (viii) contaminated equipment, (ix) laboratory waste and (x) other biological waste and discarded materials contaminated with or exposed to blood, excretion, or secretions from human beings or animals, including any substance, pollutant, material or contaminant listed or regulated under the Medical Waste Tracking Act of 1988, 42 U.S.C. § 6992, et seq.

“**Medicare**” shall mean the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. Sections 1395 et seq.) and any statute succeeding thereto.

“**Merger Agreement**” shall have the meaning set forth in the recitals of this Agreement.

“**Merger Sub**” shall have the meaning set forth in the recitals of this Agreement.

“**Monetary Encumbrance**” shall mean any mortgage, deed of trust or similar security instrument filed or recorded against the Owned Real Property to secure indebtedness of any of the IASIS Parties for borrowed money, other than any Monetary Encumbrances that will be satisfied, discharged or paid off in connection with the Closing under this Agreement and the Merger Agreement.

“**Mortgage Financing**” means the mortgage financing pursuant to the Master Agreement in the amount of Seven Hundred Million and No/100 Dollars (\$700,000,000) to be provided by MPT or its Affiliates to certain Subsidiaries of Steward immediately following the closing under the Merger Agreement.

“**Mortgage Transactions**” means the Mortgage Financing to be provided by MPT or its Affiliates pursuant to the Master Agreement.

“**Most Recent Balance Sheet**” shall have the meaning as set forth in Section 2.6(a).

“**Most Recent Balance Sheet Date**” shall have the meaning as set forth in Section 2.6(a).

“**MPT**” shall have the meaning set forth in the recitals of this Agreement.

“**MPT-IASIS Leases**” means, collectively: (i) that certain Lease Agreement, dated September 26, 2013, by and between MPT of Mesa, LLC, as landlord, and Mountain Vista Medical Center, LP, as tenant, (ii) that certain Lease Agreement, dated September 26, 2013, by and between MPT of West Monroe, LLC, as landlord, and IASIS Glenwood Regional Medical Center, LP, as tenant, (iii) that certain Lease Agreement, dated September 26, 2013, by and between MPT of Port Arthur, LLC, as landlord, and The Medical Center of Southeast Texas, LP, as tenant, and (iv) that certain Second Amended and Restated Pioneer Hospital Lease, dated September 26, 2013, by and between MPT of West Valley City, LLC, as landlord, and Jordan Valley Medical Center, LP, as tenant, as each of the same has been amended, modified or supplemented from time to time.

“**MPT Leased Land**” shall have the meaning set forth in the recitals of this Agreement.

“**MPT Material Adverse Effect**” shall have the meaning set forth in Section 3.1.

“**MPT Parties**” shall have the meaning set forth in the preamble of this Agreement.

“**MPT Real Property**” shall have the meaning set forth in the recitals of this Agreement.

“**MPT Representative**” shall have the meaning as set forth in Section 9.2.

“**OFAC**” shall have the meaning as set forth in Section 2.9(a).

“**Optional Properties**” shall have the meaning set forth in Section 5.11(b).

“**Options**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Orders**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Ordinary Course of Business**” means, with respect to the Owned Real Property, the ordinary course of business of the IASIS Parties consistent with past practice.

“**Owned Land**” shall have the meaning set forth in the recitals of this Agreement.

“**Owned Real Property**” shall have the meaning set forth in the recitals of this Agreement.

“**Parties**” shall have the meaning set forth in the preamble of this Agreement.

“**Patriot Act**” shall have the meaning as set forth in Section 2.9(a).

“**Permit**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Permitted Encumbrance**” shall mean (a) any Encumbrance for or arising from Taxes, assessments or other governmental charges not yet due and payable or which may hereafter be paid without penalty or which are being contested in good faith by appropriate proceedings and, in each case, for which appropriate reserves have been established in accordance with GAAP; (b) any Encumbrance of any landlord, carrier, warehouseman, mechanic, construction contractor or materialman or any like Encumbrance arising in the Ordinary Course of Business for sums or liabilities that are not yet due or delinquent or are being contested in good faith and, in each case, for which appropriate reserves have been established in accordance with GAAP; (c) restrictions, easements, rights of way, covenants, conditions, encumbrances, defects, imperfections of title, and other similar matters, so long as such matters do not, collectively or individually, materially and adversely interfere with the use and operations of the Facilities in a manner consistent with the current use by the Sellers; (d) matters set forth in the Title Commitments (excluding Monetary Encumbrances); (e) encroachments, if any, on any street or highway, provided that the same do not materially and adversely interfere with the use and operations of the Facilities in a manner consistent with the current use by the Sellers; (f) matters disclosed on the Surveys; (g) the right of a licensee, sublicensee, lessee or sublessee under any Contract, Tenant Lease or Collateral Lease, as licensee, sublicensee, lessee or sublessee only; (h) zoning, building codes, entitlements and other land use Laws and environmental regulations regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property; (i) Encumbrances granted under or securing the existing Credit Facilities, provided that the same are removed or discharged at Closing in accordance with this Agreement, (j) Encumbrances, claims or title exceptions caused by or resulting from the acts of the MPT Parties, (k) Encumbrances or exceptions that the Title Company is willing to insure over at a de minimus cost to the MPT Parties (or which is paid for by the IASIS Parties), (l) other Encumbrances, if any, that, individually or in the aggregate, do not materially and adversely interfere with the use and

operations of the Facilities in a manner consistent with the current use by the Sellers; and (m) other matters, encumbrances and defects that are otherwise expressly approved by the MPT Parties in writing.

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

“**Plan**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Prohibited Amendment**” shall have the meaning set forth in Section 5.8(a)(i).

“**Property Documents**” shall have the meaning as set forth in Section 1.1.

“**Public Taking**” shall have the meaning set forth in Section 2.11(e).

“**Purchase Price**” shall have the meaning set forth in Section 1.3.

“**Real Property**” shall have the meaning set forth in the recitals of this Agreement.

“**Representatives**” shall mean the respective stockholders, directors, officers, members, managers, employees, affiliates, agents, investment bankers, financial advisors, attorneys, accountants, advisors, brokers, finders, consultants or representatives of the MPT Parties, the IASIS Parties, or any of their respective Affiliates, as the case may be.

“**Required Information**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Reverse Termination Fee**” shall have the meaning as set forth in Section 7.2(b).

“**RSU Awards**” shall have the meaning ascribed thereto in the Merger Agreement.

“**Sales**” shall have the meaning set forth in the recitals of this Agreement.

“**Sellers**” shall have the meaning set forth in the preamble of this Agreement.

“**Steward**” shall have the meaning set forth in the recitals of this Agreement.

“**Subsidiary**” shall mean any entity in which a majority of the outstanding capital stock, voting power or other equity interests (the holder of which is generally entitled to elect a majority of the board of directors or other governing body of such entity) is owned directly or indirectly by IASIS and/or another Subsidiary of IASIS.

“**Surveys**” means “as-built” ALTA surveys obtained by the MPT Parties by an engineer or surveyor licensed in the State(s) in which the Real Property is located.

“**Taxes**” shall mean all income, gross receipts, excise, property, sales, gain, use, license, capital stock, transfer, franchise, payroll, employment, withholding, social security (or similar), occupation, premium, windfall profits, customs duties, profits, unemployment, disability,

registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind whatsoever, including any interest, penalties or additions attributable thereto, whether disputed or not.

“**Tax Returns**” shall mean any return, report, information return or other similar document required to be filed with any Governmental Body with respect to Taxes.

“**Tenant Leases**” shall have the meaning set forth in the Section 2.11(h).

“**Termination Date**” shall have the meaning as set forth in Section 7.1.

“**Termination of Lease Agreements**” shall have the meaning set forth in EXHIBIT C.

“**Title Commitments**” means the title commitments issued by the Title Company to the applicable MPT Parties.

“**Title Company**” means First American Title Insurance Company.

“**Title Policies**” means the ALTA owner’s title insurance policies issued by the Title Company to the applicable MPT Parties, at the MPT Parties’ expense.

“**Transactions**” shall have the meaning set forth in the recitals of this Agreement. For the avoidance of doubt, for purposes of this Agreement Transactions shall not include the transactions contemplated under the Merger Agreement.

“**Transaction Documents**” means, collectively, this Agreement and each other agreement entered into or document delivered pursuant to this Agreement, including the Deeds. For the avoidance of doubt, neither the Merger Agreement nor any Ancillary Documents (as defined in the Merger Agreement) shall be a Transaction Document for purposes of this Agreement.

“**Transfer Taxes**” shall have the meaning set forth in the Merger Agreement.

“**Treasury Regulation**” shall have the meaning set forth in the Merger Agreement.

“**Unallocated Parcels**” shall mean those parcels of real property identified on Schedule 2 as “Unallocated Parcels”.

“**Updated Solvency Opinion**” shall have the meaning set forth in the Merger Agreement.

“**Upstream Transactions**” shall have the meaning as set forth in Section 1.3.

“**Warranties**” means all warranties and guaranties exclusively relating to any of the Owned Real Property or Acquired Assets, whether express or implied, which any of IASIS or Sellers now holds or under which any of them is the beneficiary.

“**Zoning Reports**” shall have the meaning ascribed thereto in the Merger Agreement

AMENDMENT TO MASTER LEASE AGREEMENT

THIS AMENDMENT TO MASTER LEASE AGREEMENT (this "Amendment") is made and entered into effective as of December 31, 2016 (the "Effective Date"), by and among certain Affiliates of **MPT OPERATING PARTNERSHIP, L.P.**, as further described on the signature pages hereto (collectively, jointly and severally, "Lessor"), and certain Affiliates of **STEWARD HEALTH CARE SYSTEM LLC**, a Delaware limited liability company ("Steward"), as further described on the signature pages hereto (collectively, jointly and severally, "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to that certain Master Lease Agreement, dated as of October 3, 2016 (the "Master Lease"), pursuant to which Lessor leases to Lessee certain real property and improvements (including improvements consisting of multiple healthcare facilities), as more particularly described in the Master Lease; and

WHEREAS, the parties desire to amend and modify the Master Lease as hereinafter provided.

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

1. **Capitalized Terms**. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Master Lease.

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

(a) **New Defined Terms**. Article I is amended to add the following as new defined terms and definitions under the Master Lease:

MPT Opco: MPT Sycamore Opco, LLC, a Delaware limited liability company.

Security Deposit: As defined in Section 9.3.

(b) **Restated Defined Term**. Article I is amended to restate in its entirety the following defined term and definition under the Master Lease:

Allocated Deposit: As defined in Section 9.3

(c) **Accounting Standards**. Article II is amended to add a new final sentence with the following text:

In the event that, prior to the expiration of the Fixed Term, Accounting Standards Update, Leases (Topic 842), or any other accounting standard or official pronouncement of United States generally accepted accounting

principles is adopted, which causes this Lease not to be an operating lease as defined in Accounting Standards Codification Topic 840, then Lessor and Lessee shall discuss modifications to this Lease and potential alternative and additional security arrangements under this Lease and the other Obligation Documents.

(d) Security Deposit.

(i) New Section 9.3. Article IX is amended to add a new Section 9.3 with the following text:

9.3 **Security Deposit.** With respect to each Property, Lessee shall deposit with Lessor the amount in cash as described and allocated on **Schedule 9.3** (each, the “Allocated Deposit” and collectively, the “Security Deposit”). Lessee hereby grants Lessor a security interest in and to the Security Deposit. The Allocated Deposit for each Property shall be held by Lessor as security for the performance by the applicable Facility Lessee of all obligations under this Lease to be performed by such Facility Lessee with respect to the applicable Property, and Lessee shall not be entitled to interest thereon unless required by applicable law. Lessor shall not be required to segregate the Security Deposit in a separate account and may commingle the Security Deposit with other assets of Lessor or its Affiliates. The Security Deposit is not an advance payment of rent or a measure of damages. Lessor may from time to time and without prejudice to any other remedy provided in this Lease or by applicable law, but subject to any applicable notice and cure periods, use all or a portion of the Allocated Deposit to the extent necessary, with respect to the applicable Property, to (i) satisfy past due Rent, or (ii) satisfy any other loss or damage resulting from the applicable Facility Lessee’s breach of this Lease, including such Facility Lessee’s failure to make any necessary or required repairs to the applicable Property. In the event that Lessor uses or applies all or any portion of the Allocated Deposit for a given Property pursuant to this Section 9.3, Lessee shall deposit with Lessor an amount sufficient to replenish the Allocated Deposit to its original amount within thirty (30) days following receipt of written demand from Lessor. Lessor shall return any unapplied portion of the Security Deposit to Lessee within forty-five (45) days after the latest to occur of: (a) the full and final payment of Rent, and all other amounts and obligations due hereunder; and (b) the expiration or termination of this Lease.

(ii) New Schedule 9.3. A new “Schedule 9.3” is added to the Master Lease entitled “Security Deposit” in the form attached as **Schedule 9.3** to this Amendment.

(e) Insurance Proceeds. Section 14.1 is amended and restated in its entirety as follows:

14.1 **Insurance Proceeds.** Except for the proceeds from Lessee’s business interruption insurance policy which shall be paid to Lessee so long as Lessee continues to pay Rent to Lessor in accordance with the terms of this Lease, all proceeds payable by reason of any loss or damage to the Leased Property, or

any portion thereof, and insured under any policy of insurance required by Article XIII shall be paid to Lessor and held by Lessor in trust (subject to the provisions of Section 14.7) and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Property, or any portion thereof, and shall be paid out by Lessor from time to time for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Property, or any portion thereof (or in the event neither Lessor nor Lessee is required or elects to repair and restore), all such insurance proceeds shall be retained by Lessor, free and clear of trust, upon completion of any such repair and restoration except as otherwise specifically provided below in this Article XIV. All salvage resulting from any risk covered by insurance shall belong to Lessor and any salvage relating to Capital Additions paid for by Lessee as described in Section 10.2 or to Lessee's Personal Property shall belong to Lessee.

(f) Events of Default.

(i) Section 16.1(h) is amended and restated in its entirety as follows:

(h) if a "Major Event of Default" shall occur under and as defined in the Mortgage Loan Agreement or a monetary default shall occur under any other Obligation Document (other than this Lease) which is not waived in writing or cured within the cure period as provided therein; or

(ii) Section 16.1(i) is amended and restated in its entirety as follows:

(i) if (A) any monetary default or monetary event of default occurs with respect to any Material Obligation of any Facility Lessee or Guarantor which is not waived in writing or cured within the applicable notice and cure period provided by the document evidencing the Material Obligation or (B) any default or event of default occurs with respect to any financial covenant described in Section 6.12 of the ABL Credit Agreement which is not waived in writing or cured within the applicable notice and cure period provided under the ABL Credit Agreement; or

3. Representations and Warranties. Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on its part, (b) it has full legal right, power and authority to enter into this Amendment and to incur the obligations provided for herein, (c) this Amendment constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor's rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity; and (d) no approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person is required in connection with its execution and delivery of this Amendment or its consummation and performance of the transactions contemplated hereby.

4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Master Lease in all respects.
6. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.
7. **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Amendment and the general rules of construction which would construe any provisions of this Amendment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Amendment as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Amendment are hereby expressly waived by all parties to this Amendment.
8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the terms set forth in Section 40.12 of the Master Lease.
9. **Entire Agreement; Modification.** This Amendment, including the exhibits attached hereto, and other written agreements executed and delivered in connection herewith by the parties, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

[Intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Amendment effective as of the Effective Date.

LESSOR:

**MPT OF BRIGHTON-STEWARD, LLC
MPT OF BROCKTON-STEWARD, LLC
MPT OF TAUNTON-STEWARD, LLC
MPT OF METHUEN-STEWARD, LLC
MPT OF FALL RIVER-STEWARD, LLC**

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

By: /s/ R. Steven Hamner
Name: R. Steven Hamner
Its: Executive Vice President and CFO

[Signature page 1 of 2 to Amendment to Master Lease]

LESSEE:

**STEWARD HOLY FAMILY HOSPITAL, INC.
MORTON HOSPITAL, A STEWARD FAMILY
HOSPITAL, INC.
STEWARD GOOD SAMARITAN MEDICAL CENTER,
INC.
STEWARD ST. ANNE'S HOSPITAL CORPORATION
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF
BOSTON, INC.**

By: /s/ Mark Rich

Name: Mark Rich

Title: Treasurer

[Signature page 2 of 2 to Amendment to Master Lease]

Schedule 9.3

Security Deposit

The "Allocated Deposit" for each of the Properties are as follows:

<u>Property</u>	<u>Allocated Deposit</u>
Good Samaritan	\$1,668,627.32
Holy Family (Hospital)	\$2,196,455.58
Morton	\$1,498,360.82
St. Anne's	\$1,634,573.90
St. Elizabeth	\$3,218,058.64

Schedule 9.3

JOINDER AND AMENDMENT TO MASTER LEASE AGREEMENT
(CHS Properties)

THIS JOINDER AND AMENDMENT TO MASTER LEASE AGREEMENT is dated this 1st day of May, 2017 (this "Amendment"), by and among certain Affiliates of MPT OPERATING PARTNERSHIP, L.P., as further described on the signature pages hereto (collectively, jointly and severally, "Lessor"), and certain Affiliates of STEWARD HEALTH CARE SYSTEM LLC, a Delaware limited liability company, "Steward") as further described on the signature pages hereto (collectively, jointly and severally, "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee (without regard for the joinders under this Amendment) are parties to that certain Master Lease Agreement, dated as of October 3, 2016 (as the same has been or hereafter may be modified, amended or restated from time to time, the "Master Lease"), pursuant to which Lessor leases to Lessee certain real property and improvements (including improvements consisting of multiple healthcare facilities), as more particularly described in the Master Lease;

WHEREAS, Steward and CHS/Community Health Systems, Inc., a Delaware corporation, ("CHS Seller"), are parties to that certain Asset Purchase Agreement, dated as of February 16, 2017 (the "Underlying Acquisition Agreement");

WHEREAS, pursuant to the Underlying Acquisition Agreement, Steward has agreed to cause certain of its designated Affiliates, Steward Medical Group, Inc., a Massachusetts corporation, Steward Hillside Rehabilitation Hospital, Inc., Steward Trumbull Memorial Hospital, Inc., Steward Northside Medical Center, Inc., Steward Easton Hospital, Inc., Steward Sharon Regional Health System, Inc., Steward Sebastian River Medical Center, Inc., Steward Rockledge Hospital, Inc., and Steward Melbourne Hospital, Inc., each a Delaware corporation, SHC Youngstown Ohio PSC LLC, Brevard SHC Holdings LLC, and Steward Florida ASC LLC, each a Delaware limited liability company (collectively, the "New Lessees"), to purchase from CHS Seller and certain of its Affiliates (collectively, the "CHS Seller Entities") certain assets, including certain parcels of real property located in the States of Ohio, Pennsylvania and Florida, the legal descriptions of which are set forth on Exhibit A-6 thru Exhibit A-13 attached hereto, including all hereditments, easements, rights of way and other appurtenances related thereto (collectively, the "CHS Land"), and all buildings, improvements and fixtures located thereon (the CHS Land and such buildings, improvements and fixtures being referred to herein, collectively, as the "CHS Property");

WHEREAS, Steward and MPT of Easton-Steward, LLC, MPT of Hillside-Steward, LLC, MPT of Melbourne-Steward, LLC, MPT of Rockledge-Steward, LLC, MPT of Sebastian-Steward, LLC, MPT of Sharon-Steward, LLC, MPT of Warren-Steward, LLC and MPT of Youngstown-Steward, LLC, each a Delaware limited liability company (collectively, the "New Lessors"), are parties to that certain CHS Master Agreement, dated as of February 16, 2017 (the "CHS Master Agreement"), pursuant to which New Lessors agreed to acquire the CHS Property directly from the CHS Seller Entities, which transaction has been consummated as of the date hereof; and

WHEREAS, the parties desire to amend the Master Lease to provide, among other things, (a) that the CHS Property is subject to the Master Lease, (b) that New Lessors and New Lessees are joined as lessor and lessee thereunder, respectively, (c) that New Lessors are leasing the CHS Property to the New Lessees in accordance therewith, and (d) for certain other amendments and modifications as hereinafter set forth.

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

1. **Capitalized Terms**. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Master Lease.

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

(a) **Joinders and Additions**.

(i) **Lessor**. Each of the New Lessors is joined and added as a “Lessor” under the Master Lease. “Schedule 1-A” of the Master Lease is deleted in its entirety and replaced with **Schedule 1-A** attached hereto.

(ii) **Lessee**. Each of the New Lessees is joined and added as a “Lessee” under the Master Lease. “Schedule 1-B” of the Master Lease is deleted in its entirety and replaced with the **Schedule 1-B** attached hereto.

(iii) **CHS Land**.

- (A) A new “Exhibit A-6” is added to the Master Lease entitled “Easton Land” in the form attached as **Exhibit A-6** to this Amendment.
- (B) A new “Exhibit A-7” is added to the Master Lease entitled “Hillside Land” in the form attached as **Exhibit A-7** to this Amendment.
- (C) A new “Exhibit A-8” is added to the Master Lease entitled “Northside Land” in the form attached as **Exhibit A-8** to this Amendment.
- (D) A new “Exhibit A-9” is added to the Master Lease entitled “Sebastian Land” in the form attached as **Exhibit A-9** to this Amendment.
- (E) A new “Exhibit A-10” is added to the Master Lease entitled “Sharon Land” in the form attached as **Exhibit A-10** to this Amendment.
- (F) A new “Exhibit A-11” is added to the Master Lease entitled “Trumbull Land” in the form attached as **Exhibit A-11** to this Amendment.

- (G) A new “Exhibit A-12” is added to the Master Lease entitled “Wuesthoff Melbourne Land” in the form attached as **Exhibit A-12** to this Amendment.
 - (H) A new “Exhibit A-13” is added to the Master Lease entitled “Wuesthoff Rockledge Land” in the form attached as **Exhibit A-13** to this Amendment.
- (iv) **Permitted Exceptions.**
- (A) A new “Exhibit B-6” is added to the Master Lease entitled “Permitted Exceptions–Easton Land” in the form attached as **Exhibit B-6** attached to this Amendment.
 - (B) A new “Exhibit B-7” is added to the Master Lease entitled “Permitted Exceptions–Hillside Land” in the form attached as **Exhibit B-7** attached to this Amendment.
 - (C) A new “Exhibit B-8” is added to the Master Lease entitled “Permitted Exceptions–Northside Medical Land” in the form attached as **Exhibit B-8** attached to this Amendment.
 - (D) A new “Exhibit B-9” is added to the Master Lease entitled “Permitted Exceptions–Sebastian Land” in the form attached as **Exhibit B-9** attached to this Amendment.
 - (E) A new “Exhibit B-10” is added to the Master Lease entitled “Permitted Exceptions–Sharon Land” in the form attached as **Exhibit B-10** attached to this Amendment.
 - (F) A new “Exhibit B-11” is added to the Master Lease entitled “Permitted Exceptions–Trumbull Land” in the form attached as **Exhibit B-11** attached to this Amendment.
 - (G) A new “Exhibit B-12” is added to the Master Lease entitled “Permitted Exceptions–Wuesthoff Melbourne Land” in the form attached as **Exhibit B-12** attached to this Amendment.
 - (H) A new “Exhibit B-13” is added to the Master Lease entitled “Permitted Exceptions– Wuesthoff Rockledge Land” in the form attached as **Exhibit B-13** attached to this Amendment.
- (v) **Existing Subleases.** “Exhibit C” is deleted in its entirety and replaced with **Exhibit C** attached hereto to reflect the Existing Subleases relating to each new CHS Facility (as defined below).
- (vi) **Lease Base.** “Schedule 3.1(a)” of the Master Lease is deleted in its entirety and replaced with **Schedule 3.1(a)** attached hereto.

(vii) Property Specific Provisions. “Schedule 40.25” of the Master Lease is deleted in its entirety and replaced with **Schedule 40.25** attached hereto.

(viii) State Specific Provisions. A new “Schedule 40.30” is added to the Master Lease entitled “State Specific Provisions” in the form attached as **Schedule 40.30** attached hereto.

(b) Definitions.

(i) New Defined Terms. Article I is amended to add the following as new defined terms and definitions under the Master Lease:

CHS Master Agreement: That certain CHS Master Agreement, dated as of February 16, 2017, among Steward Health, Easton Lessor, Hillside Lessor, Northside Lessor, Sebastian Lessor, Sharon Lessor, Trumbull Lessor, Wuesthoff Melbourne Lessor, and Wuesthoff Rockledge Lessor, as modified, amended, or restated from time to time.

CHS Purchase Agreement: That certain Asset Purchase Agreement, dated as of February 16, 2017 by and among Steward Health and CHS/Community Health Systems, Inc., a Delaware corporation, as modified, amended, or restated from time to time.

Easton Facility: That certain One Hundred Ninety-Six (196)-licensed bed general acute care hospital facility operated at the Easton Land, commonly known as “Easton Hospital.”

Easton Land: That certain real property located in Northampton County, Pennsylvania as more particularly described on **Exhibit A-6** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Easton Lessee: Steward Easton Hospital, Inc., a Delaware corporation, together with its successors and permitted assigns.

Easton Lessor: MPT of Easton-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Easton Property: The Easton Land and related Leased Improvements located thereon relating to the Easton Facility.

Florida Property: Collectively, the Sebastian Property, the Wuesthoff Melbourne Property and the Wuesthoff Rockledge Property.

Hillside Facility: That certain Sixty-Nine (69)-licensed bed general acute care hospital facility operated at the Hillside Land, commonly known as “Hillside Rehabilitation Hospital.”

Hillside Land: That certain real property located in Trumbull County, Ohio as more particularly described on ***Exhibit A-7*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Hillside Lessee: Steward Hillside Rehabilitation Hospital, Inc., a Delaware corporation, together with its successors and permitted assigns.

Hillside Lessor: MPT of Hillside-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Hillside Property: The Hillside Land and related Leased Improvements located thereon relating to the Hillside Facility.

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

Northside Medical Facility: That certain Three Hundred Eighty-Nine (389)-licensed bed general acute care hospital facility operated at the Northside Medical Land, commonly known as “Northside Medical Center.”

Northside Medical Land: That certain real property located in Trumbull and Mahoning Counties, Ohio as more particularly described on ***Exhibit A-8*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Northside Medical Lessee: Collectively, jointly and severally, Steward Northside Medical Center, Inc., a Delaware corporation, Steward Medical Group, Inc., a Massachusetts corporation, and SHC Youngstown Ohio PSC LLC, a Delaware limited liability company, together with their successors and permitted assigns.

Northside Medical Lessor: MPT of Youngstown-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Northside Medical Property: The Northside Medical Land and related Leased Improvements located thereon relating to the Northside Facility.

Ohio Property: Collectively, the Northside Medical Property, the Hillside Property, and the Trumbull Property.

Pennsylvania Property: Collectively, the Easton Property and the Sharon Property.

Sebastian Facility: That certain One-Hundred Fifty-Four (154)-licensed bed general acute care hospital facility operated at the Sebastian Land, commonly known as “Sebastian River Medical Center.”

Sebastian Land: That certain real property located in Indian River County, Florida as more particularly described on ***Exhibit A-9*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Sebastian Lessee: Steward Sebastian River Medical Center, Inc., a Delaware corporation, together with its successors and permitted assigns.

Sebastian Lessor: MPT of Sebastian-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Sebastian Property: The Sebastian Land and related Leased Improvements located thereon relating to the Sebastian Facility.

Sharon Facility: That certain Two Hundred Fifty-One (251)-licensed bed general acute care hospital facility operated at the Sharon Land, commonly known as "Sharon Regional Health System."

Sharon Land: That certain real property located in Mercer County, Pennsylvania as more particularly described on ***Exhibit A-10*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Sharon Lessee: Steward Sharon Regional Health System, Inc., a Delaware corporation, together with its successors and permitted assigns.

Sharon Lessor: MPT of Sharon-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Sharon Property: The Sharon Land and related Leased Improvements located thereon relating to the Sharon Facility.

Trumbull Facility: That certain Two Hundred Ninety-Two (292)-licensed bed general acute care hospital facility operated at the Trumbull Land, commonly known as "Trumbull Memorial Hospital."

Trumbull Land: That certain real property located in Trumbull County, Ohio as more particularly described on ***Exhibit A-11*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Trumbull Lessee: Steward Trumbull Memorial Hospital, Inc., a Delaware corporation, together with its successors and permitted assigns.

Trumbull Lessor: MPT of Warren-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Trumbull Property: The Trumbull Land and related Leased Improvements located thereon relating to the Trumbull Facility.

Wuesthoff Melbourne Facility: That certain One Hundred Nineteen (119)-licensed bed general acute care hospital facility operated at the Wuesthoff Melbourne Land, commonly known as “Wuesthoff Medical Center - Melbourne.”

Wuesthoff Melbourne Land: That certain real property located in Brevard County, Florida as more particularly described on ***Exhibit A-12*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Wuesthoff Melbourne Lessee: Collectively, jointly and severally, Steward Melbourne Hospital, Inc., a Delaware corporation, and Brevard SHC Holdings LLC, a Delaware limited liability company, together with their successors and permitted assigns.

Wuesthoff Melbourne Lessor: MPT of Melbourne-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Wuesthoff Melbourne Property: The Wuesthoff Melbourne Land and related Leased Improvements located thereon relating to the Wuesthoff Melbourne Facility.

Wuesthoff Rockledge Facility: That certain Two Hundred Ninety-Eight (298)-licensed bed general acute care hospital facility operated at the Wuesthoff Rockledge Land, commonly known as “Wuesthoff Medical Center - Rockledge.”

Wuesthoff Rockledge Land: That certain real property located in Brevard County, Florida as more particularly described on ***Exhibit A-13*** attached hereto and made a part hereof by reference and incorporation, together with all hereditaments, easements, mineral rights, rights of way and other appurtenances related thereto.

Wuesthoff Rockledge Lessee: Collectively, jointly and severally, Steward Rockledge Hospital, Inc., a Delaware corporation, Steward Medical Group, Inc., a Massachusetts corporation, Steward SHC Holdings LLC, a Delaware limited liability company, and Steward Florida ASC LLC, a Delaware limited liability company, together with their successors and permitted assigns.

Wuesthoff Rockledge Lessor: MPT of Rockledge-Steward, LLC, a Delaware limited liability company, together with its successors and assigns.

Wuesthoff Rockledge Property: The Wuesthoff Rockledge Land and related Leased Improvements located thereon relating to the Wuesthoff Rockledge Facility.

(ii) Restated Defined Terms, Article I is amended to restate in its entirety each of the following defined terms and definitions:

Facility: Each of the Good Samaritan Facility, the Holy Family Facility, the Morton Facility, the St. Anne's Facility, the St. Elizabeth Facility, the Easton Facility, the Hillside Facility, the Northside Medical Facility, the Sebastian Facility, the Sharon Facility, the Trumbull Facility, the Wuesthoff Melbourne Facility, and the Wuesthoff Rockledge, sometimes collectively referred to as the "Facilities."

Facility Lessee: The Good Samaritan Lessee, with respect to the Good Samaritan Property; the Holy Family Lessee, with respect to the Holy Family Property; the Morton Lessee, with respect to the Morton Property; the St. Anne's Lessee, with respect to the St. Anne's Property; the St. Elizabeth Lessee, with respect to the St. Elizabeth Property; the Easton Lessee, with respect to the Easton Property; the Hillside Lessee, with respect to the Hillside Property; the Northside Medical Lessee, with respect to the Northside Medical Property; the Sebastian Lessee, with respect to the Sebastian Property; the Sharon Lessee, with respect to the Sharon Property; the Trumbull Lessee, with respect to the Trumbull Property; the Wuesthoff Melbourne Lessee, with respect to the Wuesthoff Melbourne Property; the Wuesthoff Rockledge Lessee, with respect to the Wuesthoff Rockledge Property and the Lessee party thereto, with respect to any New Property.

Facility Lessor: The Good Samaritan Lessor, with respect to the Good Samaritan Property; the Holy Family Lessor, with respect to the Holy Family Property; the Morton Lessor, with respect to the Morton Property; the St. Anne's Lessor, with respect to the St. Anne's Property; the St. Elizabeth Lessor, with respect to the St. Elizabeth Property; the Easton Lessor, with respect to the Easton Property; the Hillside Lessor, with respect to the Hillside Property; the Northside Medical Lessor with respect to the Northside Medical Property; the Sebastian Lessor, with respect to the Sebastian Property; the Sharon Lessor, with respect to the Sharon Property; the Trumbull Lessor, with respect to the Trumbull Property; the Wuesthoff Melbourne Lessor, with respect to the Wuesthoff Melbourne Property; the Wuesthoff Rockledge Lessor, with respect to the Wuesthoff Rockledge Property; and the Lessor party thereto, with respect to any New Property.

Obligation Documents: Individually and collectively, this Lease, the Real Estate Contract, the LLC Agreement (solely with respect to the MPT Required Provisions), the Strategic Agreement, the Mortgage Loan Documents, the CHS Master Agreement, the Guaranty, the Pledge Agreement, the Security Agreement, the Environmental Indemnification Agreement, the Non-Competition Agreement, the Loan Guaranty and all other leases, promissory notes, and agreements entered into between Lessor or any Affiliate of Lessor, on the one hand, and any Facility Lessee, Guarantor or any of their respective Affiliates, on the other hand, relating to the transactions contemplated under this Lease and under the Mortgage Loan Documents, as any of the same may be modified, amended or restated from time to time; provided however, that the Equity Purchase Agreement shall be excluded from the Obligation Documents for purposes of this Lease.

Properties; Property: Individually and collectively, all of the Holy Family Property, the Good Samaritan Property, the St. Anne's Property, the Morton Property, the St. Elizabeth Property, the Easton Property, the Hillside Property, the Northside Medical Property, the Sebastian Property, the Sharon Property, the Trumbull, the Wuesthoff Melbourne Property, the Wuesthoff Rockledge Property and, following the Initial Commencement Date, any New Property, each sometimes individually referred to as a "Property."

(c) **Other Amendments.**

(i) **ArticleVIII** is amended to add the following provision as new **Section 8.5** thereof:

8.5 Covenants under CHS Purchase Agreement. With respect to the CHS Property, Lessee, at its sole cost and expense, shall ensure that the CHS Property, and the operation of the Business thereon comply in all material respects (without duplication of any materiality qualifiers therein contained) with those post-closing covenants, agreements and obligations set forth and described in **Sections 10.10** (Employee Matters), **10.11** (Indigent Care Policies), and **10.13** (Medical Staff Matters) of the CHS Purchase Agreement and all other material post-closing obligations set forth therein, in each case, for or within the required time periods described therein. Lessee shall keep Lessor reasonably apprised of its compliance and progress under this Section and, upon Lessor's request, Lessee shall submit to Lessor a compliance report in reasonable detail describing Lessee's progress and compliance with the foregoing. Nothing herein is intended or shall be deemed to limit or modify in any respect any of Lessor's or its Affiliates' respective rights and remedies (including consent or approval rights) under the Master Lease or any of the other Obligation Documents.

(ii) **ArticleXL** is amended to add the following provision as new **Section 40.29** thereof:

40.29 Lessee Representative. Each of the Facility Lessees hereby appoints Holy Family Lessee as their duly authorized agent and representative (the "Lessee Representative") to take all actions and enforce all rights of Lessee under this Lease, including, without limitation, (a) giving and receiving any notice or instruction permitted or required under this Lease; (b) interpreting all of the terms and provisions of this Lease; (c) authorizing payments or obtaining reimbursement as may be provided for herein; (d) consenting to, compromising or settling all disputes with Lessor under this Lease; (e) conducting negotiations and dealing with Lessor under this Lease; and (f) taking any other actions on behalf of Lessee relating to Lessees' rights, claims, duties and obligations under this Lease. In the performance of Lessor's duties and obligations hereunder, Lessor shall be authorized and permitted to correspond and transact with

the Lessee Representative on behalf of all the Facility Lessees and shall be entitled to rely upon any document or instrument executed and delivered by the Lessee Representative.

(iii) Article XI is amended to add the following provision as new Section 40.30 thereof:

40.30 State Specific Provisions. Further representations, agreements and covenants regarding states where certain of the Properties are located are set forth on Schedule 40.30 attached hereto and are hereby incorporated herein by reference.

3. **Temporary Adjustment to Financial Covenants for New Lessees.** For purposes of testing compliance with the financial covenants described in Sections 16.1(j) and (k) of the Master Lease and notwithstanding anything therein to the contrary, Lessor and Lessee agree as follows:

(a) For a period of twelve (12) months immediately following the date of this Amendment (“Suspended Period”), the New Lessees shall not be subject to or included in the calculation of the financial covenants described in Sections 16.1(j) and (k) of the Master Lease.

(b) For a period of twelve (12) months immediately following the Suspended Period (the “Ramp-Up Period”), in lieu of including the trailing twelve (12) months’ earnings as part of the calculation of EBITDAR of the New Lessees, the portion of the earnings and payment obligations of Steward Health and its Subsidiaries related to the New Lessees, as part of the calculation of EBITDAR, shall only be based on the New Lessees’ earnings and payment obligations from and after the expiration of the Suspended Period.

4. **Representations and Warranties.** Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on its part, (b) it has full legal right, power and authority to enter into this Amendment and to incur the obligations provided for herein, (c) this Amendment constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor’s rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity; and (d) no approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person is required in connection with its execution and delivery of this Amendment or its consummation and performance of the transactions contemplated hereby.

5. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Lease in all respects.

7. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.
8. **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Amendment and the general rules of construction which would construe any provisions of this Amendment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Amendment as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Amendment are hereby expressly waived by all parties to this Amendment.
9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the terms set forth in Section 40.12 of the Master Lease.
10. **Entire Agreement; Modification.** This Amendment, including the exhibits attached hereto, and other written agreements executed and delivered in connection herewith by the parties, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.
11. **Counterparts.** This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

[Intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Amendment as of the date first above written.

LESSOR:

**MPT OF BRIGHTON-STEWARD, LLC
MPT OF BROCKTON-STEWARD, LLC
MPT OF EASTON-STEWARD, LLC
MPT OF FALL RIVER-STEWARD, LLC
MPT OF HILLSIDE-STEWARD, LLC
MPT OF MELBOURNE-STEWARD, LLC
MPT OF METHUEN-STEWARD, LLC
MPT OF ROCKLEDGE-STEWARD, LLC
MPT OF SEBASTIAN-STEWARD, LLC
MPT OF SHARON-STEWARD, LLC
MPT OF TAUNTON-STEWARD, LLC
MPT OF WARREN-STEWARD, LLC
MPT OF YOUNGSTOWN-STEWARD, LLC**

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

By: /s/ R. Steven Hamner
Name: R. Steven Hamner
Its: Executive Vice President and CFO

Signed, sealed and delivered in the presence of the following witnesses:

/s/ Brandi Dipiazza
Name Printed Brandi Dipiazza

/s/ Jennifer Pochran
Name Printed Jennifer Pochran

[Signature page to Joinder Amendment to Master Lease (CHS)]

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 28 day of April, 2017, by R. Steven Hamner, Executive Vice President and CFO of **MPT OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, as the sole member of **MPT OF BRIGHTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF METHUEN-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF WARREN-STEWARD, MPT OF YOUNGSTOWN-STEWARD, LLC, MPT OF EASTON-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC, and MPT OF SEBASTIAN-STEWARD, LLC**, each a Delaware limited liability company, on behalf of such limited partnership as the sole member of such limited liability companies.

NOTARIAL SEAL

/s/ Shannon George
Notary Public
My commission expires: 12/01/18

[Signature page to Joinder Amendment to Master Lease (CHS)]

LESSEE:

STEWARD HOLY FAMILY HOSPITAL, INC.
MORTON HOSPITAL, A STEWARD FAMILY
HOSPITAL, INC.
STEWARD GOOD SAMARITAN MEDICAL CENTER,
INC.
STEWARD ST. ANNE'S HOSPITAL CORPORATION
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF
BOSTON, INC.
STEWARD HILLSIDE REHABILITATION HOSPITAL,
INC.
STEWARD TRUMBULL MEMORIAL HOSPITAL, INC.
STEWARD NORTHSIDE MEDICAL CENTER, INC.
STEWARD MEDICAL GROUP, INC.
SHC YOUNGSTOWN OHIO PSC LLC
STEWARD EASTON HOSPITAL, INC.
STEWARD SHARON REGIONAL HEALTH SYSTEM,
INC.
STEWARD SEBASTIAN RIVER MEDICAL CENTER,
INC.
BREVARD SHC HOLDINGS LLC
STEWARD ROCKLEDGE HOSPITAL, INC.
STEWARD FLORIDA ASC LLC
STEWARD MELBOURNE HOSPITAL, INC.

By: /s/ Joseph C. Maher, Jr.

Name: Joseph C. Maher, Jr.

Title: Secretary

Signed, sealed and delivered in the presence of the following
witnesses:

/s/ Patricia M. Mahoney

Name Printed Patricia M. Mahoney

/s/ Kristine Go

Name Printed Kristine Go

[Signature page to Joinder Amendment to Master Lease (CHS)]

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 28 day of April, 2017, by Joseph C. Maher, Jr., Secretary of **STEWARD HOLY FAMILY HOSPITAL, INC., MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., STEWARD GOOD SAMARITAN MEDICAL CENTER, INC., STEWARD ST. ANNE'S HOSPITAL CORPORATION, STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC., STEWARD TRUMBULL MEMORIAL HOSPITAL, INC., STEWARD HILLSIDE REHABILITATION HOSPITAL, INC., STEWARD NORTHSIDE MEDICAL CENTER, INC., STEWARD SHARON REGIONAL HEALTH SYSTEM, INC., STEWARD EASTON HOSPITAL, INC., STEWARD ROCKLEDGE HOSPITAL, INC., STEWARD MELBOURNE HOSPITAL, INC., and STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC.**, each a Delaware corporation, **STEWARD MEDICAL GROUP, INC.**, a Massachusetts corporation, **SHC YOUNGSTOWN OHIO PSC LLC, BREVARD SHC HOLDINGS LLC**, and **STEWARD FLORIDA ASC LLC**, each a Delaware limited liability company, on behalf of the said corporations and limited liability companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of April, 2017.

NOTARIAL SEAL

/s/ Lillie A. Bernard

Notary Public

My commission expires: 06/13/19

[Signature page to Joinder Amendment to Master Lease (CHS)]

Schedule 3.1(a)

Lease Bases

As of May 1, 2017, the "Lease Base" for each of the Properties are as follows:

<u>Property</u>	<u>Lease Base</u>
Good Samaritan	\$ 98,689,946.94
Holy Family (Hospital)	\$ 129,908,027.03
Morton	\$ 88,619,638.53
St. Anne's	\$ 96,675,877.27
St. Elizabeth	\$ 190,330,117.49
Easton Property	\$ 61,078,152.00
Hillside Property	\$ 20,692,598.00
Northside Medical Property	\$ 9,796,496.00
Sebastian Property	\$ 60,578,331.00
Sharon Property	\$ 18,393,421.00
Trumbull Property	\$ 61,677,936.00
Wuesthoff Melbourne Property	\$ 25,790,774.00
Wuesthoff Rockledge Property	\$ 43,284,517.00
	<u>\$905,515,832.26</u>

and, in each case, plus all out of pocket costs and expenses not included in such sum which are incurred or paid in connection with the purchase and lease of each of the Properties, including, but not limited to property transfer taxes, legal, appraisal, title, survey, environmental, seismic, engineering and other fees and expenses paid in connection with the inspection of the Properties and each Facility, and paid to advisors and brokers (except to the extent such items are paid by the Lessees), and shall include the costs of Capital Additions funded by Lessor (and Lessor's Affiliates) as provided in Section 10.3 of this Lease with respect to each Property. Notwithstanding any provision hereof, no item shall be included in the Lease Base for purposes of this Lease to the extent that such item (i) is paid separately by Lessee or is subject to a separate repayment obligation of Lessee, or (ii) was expressly required to be paid by Lessor or its Affiliates pursuant to the Real Estate Contact or CHS Master Agreement.

Schedule 3.1(a)

AMENDMENT TO REAL ESTATE LOAN AGREEMENT
(CHS Properties)

THIS AMENDMENT TO REAL ESTATE LOAN AGREEMENT is dated this 1st day of May, 2017 (this "Amendment"), by and among certain Affiliates of MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("MPT") as further described on the signature pages hereto (collectively, jointly and severally, "Lender"), and certain Affiliates of STEWARD HEALTH CARE SYSTEM LLC, a Delaware limited liability company, "Steward Health") as further described on the signature pages hereto (collectively, jointly and severally, "Borrower").

WITNESSETH:

WHEREAS, Lender and Borrower are parties to that certain Real Estate Loan Agreement, dated as of October 3, 2016 (as the same has been or hereafter may be modified, amended or restated from time to time, the "Loan Agreement"), pursuant to which Lender has made a term loan to Borrower, on a joint and several basis, in the original principal amount of Six Hundred Million and No/100 Dollars (\$600,000,000);

WHEREAS, certain Affiliates of MPT and Steward Health are parties to that certain Master Lease Agreement, dated as of October 3, 2016, as amended by that certain Joinder and Amendment to Master Lease, dated as of the date hereof (as the same may be or has been amended, modified and restated from time to time, the "Master Lease");

WHEREAS, Steward Health and CHS/Community Health Systems, Inc., a Delaware corporation, ("CHS Seller"), are parties to that certain Asset Purchase Agreement, dated as of February 16, 2017 (the "Underlying Acquisition Agreement");

WHEREAS, pursuant to the Underlying Acquisition Agreement, Steward Health has agreed to cause certain of its designated Affiliates, Steward Medical Group, Inc., a Massachusetts corporation, Steward Hillside Rehabilitation Hospital, Inc., Steward Trumbull Memorial Hospital, Inc., Steward Northside Medical Center, Inc., Steward Easton Hospital, Inc., Steward Sharon Regional Health System, Inc., Steward Sebastian River Medical Center, Inc., Steward Rockledge Hospital, Inc., and Steward Melbourne Hospital, Inc., each a Delaware corporation, SHC Youngstown Ohio PSC LLC, Brevard SHC Holdings LLC, and Steward Florida ASC LLC, each a Delaware limited liability company (collectively, the "New Lessees"), to purchase from CHS Seller and certain of its Affiliates (collectively, the "CHS Seller Entities") certain assets, including certain parcels of real property located in the States of Ohio, Pennsylvania and Florida, as more particularly described in the Master Lease (the "CHS Property");

WHEREAS, Steward and MPT of Easton-Steward, LLC, MPT of Hillside-Steward, LLC, MPT of Melbourne-Steward, LLC, MPT of Rockledge-Steward, LLC, MPT of Sebastian-Steward, LLC, MPT of Sharon-Steward, LLC, MPT of Warren-Steward, LLC and MPT of Youngstown-Steward, LLC, each a Delaware limited liability company (collectively, the "New Lessors"), are parties to that certain CHS Master Agreement, dated as of February 16, 2017 (the "CHS Master Agreement"), pursuant to which New Lessors agreed to acquire the CHS Property directly from CHS Seller Entities, which transaction has been consummated as of the date hereof;

WHEREAS, contemporaneously herewith, certain Affiliates of MPT and certain Affiliates of Steward Health have entered into an amendment to the Master Lease to provide, among other things, (a) that the CHS Property is subject to the Master Lease, (b) that New Lessors and New Lessees are joined as lessor and lessee thereunder, respectively, (c) that New Lessors are leasing the CHS Property to the New Lessees in accordance therewith, and (d) for certain other amendments and modifications as provided therein;

WHEREAS, Borrower has derived, and will continue to derive, direct and indirect benefits (financial and otherwise) in the form of economies of scale, access to capital and other important strategic operational benefits and from the fundings and transactions described above; and

WHEREAS, Lender and Borrower desire to amend and modify the Loan Agreement as set forth herein.

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

1. **Capitalized Terms.** Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Loan Agreement.

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

(a) **New Defined Terms.** Article I is amended to add the following as a new defined terms and definitions under the Loan Agreement:

CHS Master Agreement: That certain CHS Master Agreement, dated February 16, 2017, among Steward Health and certain of the MPT Lessors.

Loan Guaranty: That certain Guaranty, dated as of May 1, 2017 executed and delivered by the Master Lessee Affiliates in favor of the Lender, as the same may be modified, amended, restated and/or supplemented from time to time.

(b) **Restated Defined Terms.** Article I is amended to restate in its entirety each of the following defined terms and definitions:

Master Lessee Affiliates: Collectively, Steward St. Elizabeth's Medical Center of Boston, Inc., Steward Holy Family Hospital, Inc., Steward Good Samaritan Medical Center, Inc., Steward St. Anne's Hospital Corporation, and Morton Hospital, A Steward Family Hospital, Inc., Steward Hillside Rehabilitation Hospital, Inc., Steward Trumbull Memorial Hospital, Inc., Steward Northside Medical Center, Inc., Steward Easton Hospital, Inc., Steward Sharon Regional Health System, Inc., Steward Sebastian River Medical Center, Inc., Steward Rockledge Hospital, Inc., and Steward Melbourne Hospital, Inc., each a Delaware corporation, Steward Medical Group, Inc., a Massachusetts corporation, SHC Youngstown Ohio PSC LLC, Brevard SHC Holdings LLC, and Steward Florida ASC LLC, each a Delaware limited liability company.

MPT Lessors: Collectively, jointly and severally, MPT of Methuen-Steward, LLC (in such capacity), MPT of Brighton-Steward, LLC, MPT of Fall River-Steward, LLC, MPT of Brockton-Steward, LLC and MPT of Taunton-Steward, LLC, MPT of Easton-Steward, LLC, MPT of Hillside-Steward, LLC, MPT of Melbourne-Steward, LLC, MPT of Rockledge-Steward, LLC, MPT of Sebastian-Steward, LLC, MPT of Sharon-Steward, LLC, MPT of Warren-Steward, LLC and MPT of Youngstown-Steward, LLC, each a Delaware limited liability company.

Obligation Documents: Individually and collectively, the Loan Documents, the Master Lease, the Real Estate Contract, the LLC Agreement (solely with respect to MPT Required Provisions), the Strategic Agreement, the Guaranty, the Loan Guaranty, the Pledge Agreement, the Security Agreement, the Environmental Indemnification Agreement, the Non-Competition Agreement, the CHS Master Agreement and all other leases, promissory notes, and agreements entered into between Lender or any Affiliate of Lender, on the one hand, and any Facility Borrower, Guarantor or any of their respective Affiliates, on the other hand, relating to the transactions contemplated under this Agreement and the Master Lease, as any of the same may be modified, amended or restated from time to time; provided, however, that the Equity Purchase Agreement shall be excluded from the Obligation Documents for purposes of this Agreement.

3. Temporary Adjustment to Financial Covenants for New Lessees. For purposes of testing compliance with the financial covenants described in Sections 14.1(k) and (l) of the Loan Agreement and notwithstanding anything therein to the contrary, Lender and Borrower agree as follows:

(a) For a period of twelve (12) months immediately following the date of this Amendment (“**Suspended Period**”), the New Lessees shall not be subject to or included in the calculation of the financial covenants described in Sections 14.1(k) and (l) of the Loan Agreement.

(b) For a period of twelve (12) months immediately following the Suspended Period (the “**Ramp-Up Period**”), in lieu of including the trailing twelve (12) months’ earnings as part of the calculation of EBITDAR of the New Lessees, the portion of the earnings and payment obligations of Steward Health and its Subsidiaries related to the New Lessees, as part of the calculation of EBITDAR, shall only be based on the New Lessees’ earnings and payment obligations from and after the expiration of the Suspended Period.

4. Representations and Warranties. Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on its part, (b) it has full legal right, power and authority to enter into this Amendment and to incur the obligations provided for herein, (c) this Amendment constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor’s rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity; and (d) no approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person is required in connection with its execution and delivery of this Amendment or its consummation and performance of the transactions contemplated hereby.

5. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Loan Agreement in all respects.
7. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.
8. **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Amendment and the general rules of construction which would construe any provisions of this Amendment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Amendment as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Amendment are hereby expressly waived by all parties to this Amendment.
9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the terms set forth in Section 21.10 of the Loan Agreement.
10. **Interpretation; Severability.** This Amendment, including the exhibits attached hereto, and other written agreements executed and delivered in connection herewith by the parties, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.
11. **Entire Agreement; Modification.** This Agreement, together with all exhibits, schedules and the other documents referred to herein, embody and constitute the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Agreement. No waiver of any provision hereunder or any breach or default hereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. Neither this Agreement, any exhibit or schedule attached hereto, nor any provision hereof or thereof may be modified or amended except by an instrument in writing signed by Lender and Borrower.
12. **Counterparts.** This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

[Intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Amendment as of the date first above written.

LENDER:

**MPT OF DORCHESTER-STEWARD, LLC
MPT OF METHUEN-STEWARD, LLC
MPT OF NORWOOD-STEWARD, LLC
MPT OF AYER-STEWARD, LLC**

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

By: /s/ R. Steven Hamner
Name: R. Steven Hamner
Its: Executive Vice President and CFO

[Signature page 1 of 2 to Amendment to Loan Agreement (CHS)]

BORROWER:

**STEWARD HOLY FAMILY HOSPITAL, INC.,
STEWARD CARNEY HOSPITAL, INC.,
STEWARD NORWOOD HOSPITAL, INC.
NASHOBA VALLEY MEDICAL CENTER, A
STEWARD FAMILY HOSPITAL, INC.,**

By: /s/ Joseph C. Maher, Jr.

Name: Joseph C. Maher, Jr.

Title: Secretary

[Signature page 2 of 2 to Amendment to Loan Agreement (CHS)]

AMENDMENT TO MASTER LEASE AGREEMENT

THIS AMENDMENT TO MASTER LEASE AGREEMENT (this "**Amendment**") is made and entered into effective as of May 2, 2017 (the "**Effective Date**"), by and among certain Affiliates of **MPT OPERATING PARTNERSHIP, L.P.**, as further described on the signature pages hereto (collectively, jointly and severally, "**Lessor**"), and certain Affiliates of **STEWARD HEALTH CARE SYSTEM LLC**, a Delaware limited liability company ("**Steward**"), as further described on the signature pages hereto (collectively, jointly and severally, "**Lessee**").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to that certain Master Lease Agreement, dated as of October 3, 2016, as amended by that certain Amendment to Master Lease Agreement, dated as of December 31, 2016 and by that certain Joinder and Amendment to Master Lease Agreement, dated as of May 1, 2017 (the "**Master Lease**"), pursuant to which Lessor leases to Lessee certain real property and improvements (including improvements consisting of multiple healthcare facilities), as more particularly described in the Master Lease; and

WHEREAS, the parties desire to amend and modify the Master Lease as hereinafter provided.

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

1. **Capitalized Terms.** Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Master Lease.
2. **Amendment to Schedule 9.3.** Notwithstanding any provisions of the Master Lease to the contrary, effective immediately, the parties amend the Master Lease to delete **Schedule 9.3** in its entirety and to replace it with a new "Schedule 9.3" in the form attached as **Schedule 9.3** to this Amendment.
3. **Representations and Warranties.** Each of the parties to this Amendment hereby represent and warrant to the other parties to this Amendment that (a) the execution and delivery of this Amendment and the obligations created hereby have been duly authorized by all necessary proceedings on its part, (b) it has full legal right, power and authority to enter into this Amendment and to incur the obligations provided for herein, (c) this Amendment constitutes its valid and legally binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and similar laws affecting the enforcement of creditor's rights or contractual obligations generally and, as to enforcement, to general principles of equity, regardless of whether applied in a proceeding at law or in equity; and (d) no approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body, and no approval or consent of any other person is required in connection with its execution and delivery of this Amendment or its consummation and performance of the transactions contemplated hereby.

4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. **Ratification.** Except as expressly amended hereby, the parties hereby confirm and ratify the Master Lease in all respects.
6. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.
7. **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Amendment and the general rules of construction which would construe any provisions of this Amendment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Amendment as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Amendment are hereby expressly waived by all parties to this Amendment.
8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the terms set forth in Section 40.12 of the Master Lease.
9. **Entire Agreement; Modification.** This Amendment, including the exhibits attached hereto, and other written agreements executed and delivered in connection herewith by the parties, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

[Intentionally left blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representatives to execute this Amendment effective as of the Effective Date.

LESSOR:

**MPT OF BRIGHTON-STEWARD, LLC
MPT OF BROCKTON-STEWARD, LLC
MPT OF EASTON-STEWARD, LLC
MPT OF FALL RIVER-STEWARD, LLC
MPT OF HILLSIDE-STEWARD, LLC
MPT OF MELBOURNE-STEWARD, LLC
MPT OF METHUEN-STEWARD, LLC
MPT OF ROCKLEDGE-STEWARD, LLC
MPT OF SEBASTIAN-STEWARD, LLC
MPT OF SHARON-STEWARD, LLC
MPT OF TAUNTON-STEWARD, LLC
MPT OF WARREN-STEWARD, LLC
MPT OF YOUNGSTOWN-STEWARD, LLC**

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

By: /s/ R. Steven Hamner
Name: R. Steven Hamner
Its: Executive Vice President and CFO

Signed, sealed and delivered
in the presence of the following
witnesses:

/s/ Marta Wald
Name Printed Marta Wald

/s/ Robert Moss
Name Printed Robert Moss

[Signature page 1 of 2 to Amendment to Master Lease]

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20 day of July, 2017, by R. Steven Hamner, Executive Vice President and CFO of **MPT OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, as the sole member of **MPT OF BRIGHTON-STEWARD, LLC, MPT OF BROCKTON-STEWARD, LLC, MPT OF FALL RIVER-STEWARD, LLC, MPT OF METHUEN-STEWARD, LLC, MPT OF TAUNTON-STEWARD, LLC, MPT OF WARREN-STEWARD, MPT OF YOUNGSTOWN-STEWARD, LLC, MPT OF EASTON-STEWARD, LLC, MPT OF SHARON-STEWARD, LLC, MPT OF ROCKLEDGE-STEWARD, LLC, MPT OF MELBOURNE-STEWARD, LLC, MPT OF HILLSIDE-STEWARD, LLC,** and **MPT OF SEBASTIAN-STEWARD, LLC**, each a Delaware limited liability company, on behalf of such limited partnership as the sole member of such limited liability companies.

NOTARIAL SEAL

/s/ Shannon George
Notary Public
My commission expires: 12/01/18

LESSEE:

STEWARD HOLY FAMILY HOSPITAL, INC.
MORTON HOSPITAL, A STEWARD FAMILY
HOSPITAL, INC.
STEWARD GOOD SAMARITAN MEDICAL CENTER,
INC.
STEWARD ST. ANNE'S HOSPITAL CORPORATION
STEWARD ST. ELIZABETH'S MEDICAL CENTER OF
BOSTON, INC.
STEWARD HILLSIDE REHABILITATION HOSPITAL,
INC.
STEWARD TRUMBULL MEMORIAL HOSPITAL, INC.
STEWARD NORTHSIDE MEDICAL CENTER, INC.
STEWARD MEDICAL GROUP, INC.
SHC YOUNGSTOWN OHIO PSC LLC
STEWARD EASTON HOSPITAL, INC.
STEWARD SHARON REGIONAL HEALTH SYSTEM,
INC.
STEWARD SEBASTIAN RIVER MEDICAL CENTER,
INC.
BREVARD SHC HOLDINGS LLC
STEWARD ROCKLEDGE HOSPITAL, INC.
STEWARD FLORIDA ASC LLC
STEWARD MELBOURNE HOSPITAL, INC.

By: /s/ Mark Rich

Name: Mark Rich

Title: Treasurer

Signed, sealed and delivered
in the presence of the following
witnesses:

/s/ Sara Rau

Name Printed Sara Rau

/s/ Lillie Bernard

Name Printed Lillie Bernard

[Signature page 2 of 2 to Amendment to Master Lease]

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 21 day of July, 2017, by Mark Rich, Treasurer of **STEWARD HOLY FAMILY HOSPITAL, INC., MORTON HOSPITAL, A STEWARD FAMILY HOSPITAL, INC., STEWARD GOOD SAMARITAN MEDICAL CENTER, INC., STEWARD ST. ANNE'S HOSPITAL CORPORATION, STEWARD ST. ELIZABETH'S MEDICAL CENTER OF BOSTON, INC., STEWARD TRUMBULL MEMORIAL HOSPITAL, INC., STEWARD HILLSIDE REHABILITATION HOSPITAL, INC., STEWARD NORTHSIDE MEDICAL CENTER, INC., STEWARD SHARON REGIONAL HEALTH SYSTEM, INC., STEWARD EASTON HOSPITAL, INC., STEWARD ROCKLEDGE HOSPITAL, INC., STEWARD MELBOURNE HOSPITAL, INC., and STEWARD SEBASTIAN RIVER MEDICAL CENTER, INC.**, each a Delaware corporation, **STEWARD MEDICAL GROUP, INC.**, a Massachusetts corporation, **SHC YOUNGSTOWN OHIO PSC LLC, BREVARD SHC HOLDINGS LLC,** and **STEWARD FLORIDA ASC LLC**, each a Delaware limited liability company, on behalf of the said corporations and limited liability companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of July, 2017.

NOTARIAL SEAL

/s/ Lillie A. Bernard

Notary Public
My commission expires: 06/13/19

Schedule 9.3

Security Deposit

The "Allocated Deposit" for each of the Properties are as follows:

<u>Property</u>	<u>Allocated Deposit</u>
Good Samaritan	\$1,668,627.32
Holy Family (Hospital)	\$2,196,455.58
Morton	\$1,498,360.82
St. Anne's	\$1,634,573.90
St. Elizabeth	\$3,218,058.64
Easton Property	\$1,037,907.90
Hillside Property	\$ 351,631.64
Northside Medical Property	\$ 166,472.96
Sebastian Property	\$1,029,414.38
Sharon Property	\$ 312,561.46
Trumbull Property	\$1,048,100.10
Wuesthoff Melbourne Property	\$ 438,265.52
Wuesthoff Rockledge Property	\$ 735,538.66

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Edward K. Aldag, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Medical Properties Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2017

/s/ Edward K. Aldag, Jr.

Edward K. Aldag, Jr.

Chairman, President and Chief Executive Officer of Medical Properties Trust, Inc.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, R. Steven Hamner, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Medical Properties Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2017

/s/ R. Steven Hamner

R. Steven Hamner
Executive Vice President and Chief Financial Officer of Medical
Properties Trust, Inc.

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Edward K. Aldag, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of MPT Operating Partnership, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2017

/s/ Edward K. Aldag, Jr.

Edward K. Aldag, Jr.

Chairman, President and Chief Executive Officer of the sole member of the general partner of MPT Operating Partnership, L.P.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, R. Steven Hamner, certify that:

1. I have reviewed this quarterly report on Form 10-Q of MPT Operating Partnership, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2017

/s/ R. Steven Hamner

R. Steven Hamner

Executive Vice President and Chief Financial Officer of the sole member of the general partner of MPT Operating Partnership, L.P.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934 AND 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this quarterly report on Form 10-Q of Medical Properties Trust, Inc. (the "Company") for the quarter ended June 30, 2017 (the "Report"), each of the undersigned, Edward K. Aldag, Jr. and R. Steven Hamner, certifies, pursuant to Section 18 U.S.C. Section 1350, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2017

/s/ Edward K. Aldag, Jr.

Edward K. Aldag, Jr.

Chairman, President and Chief Executive Officer of Medical Properties Trust, Inc.

/s/ R. Steven Hamner

R. Steven Hamner

Executive Vice President and Chief Financial Officer of Medical Properties Trust, Inc.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934 AND 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this quarterly report on Form 10-Q of MPT Operating Partnership, L.P. (the "Company") for the quarter ended June 30, 2017 (the "Report"), each of the undersigned, Edward K. Aldag, Jr. and R. Steven Hamner, certifies, pursuant to Section 18 U.S.C. Section 1350, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2017

/s/ Edward K. Aldag, Jr.

Edward K. Aldag, Jr.

Chairman, President and Chief Executive Officer of the sole member of the general partner of MPT Operating Partnership, L.P.

/s/ R. Steven Hamner

R. Steven Hamner

Executive Vice President and Chief Financial Officer of the sole member of the general partner of MPT Operating Partnership, L.P.