

Recording Requested By:

FIRST AMERICAN TITLE INSURANCE COMPANY

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

**14100794 B: 11416 P: 5205 Total Pages: 8
05/02/2023 11:29 AM By: CSelman Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY NCS - LO
777 S. FIGUEROA STREET SUITE 4LOS ANGELES, CA 90017**

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

**BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, a Professional Corporation
1901 Sixth Avenue North
Suite 2600
Birmingham, AL 35203
Attn: Lynn Reynolds**

(Space above for Recorder's use only)

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

MEMORANDUM OF MASTER LEASE AGREEMENT

STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE

THIS MEMORANDUM OF MASTER LEASE AGREEMENT (this “Memorandum”) is entered into effective as of May 1, 2023, by and among **MPT OF WEST VALLEY CITY, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, MPT OF LEHI-STEWARD, LLC, MPT OF WEST JORDAN-STEWARD PROPERTY, LLC, and MPT OF LAYTON-STEWARD PROPERTY, LLC**, each a Delaware limited liability company (collectively, the “**Lessor**”), having their principal office at c/o MPT Operating Partnership, L.P., 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 32542, Attn: Legal Department, and **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation (the “**Lessee**”), having their principal office at c/o CommonSpirit Health, 198 Inverness Drive West, Englewood, CO 80112, under the following circumstances:

A. Lessor and Lessee have entered into that certain Master Lease Agreement, dated February 15, 2023 (as the same may be modified, amended, or restated from time to time, the “Master Lease”), whereby Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real property located in various cities and counties in the State of Utah, including, without limitation, that certain real property located in the city of West Jordan, Salt Lake County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the “Land”), together with (i) all improvements and fixtures now or hereafter located on the Land as more particularly described in the Master Lease (collectively, the “Leased Improvements”), and (ii) all easements, rights, and appurtenances relating to the Land and the Leased Improvements (together with the Land and Leased Improvements, collectively, the “Leased Property”).

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

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

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

2. The Leased Property is leased for an initial term commencing on May 1, 2023 (the “Initial Commencement Date”), and expiring at midnight on the last day of the One Hundred Eightieth (180th) full month after the Initial Commencement Date (the “Fixed Term”). Subject to the terms, conditions and provisions as set forth in the Master Lease, Lessee has the option to extend the Fixed Term for six (6) additional periods of five (5) years each (each, an “Extension Term”).

3. Lessee has an option to acquire the fee interest in the Leased Property every five (5) years during the term of the Master Lease (i.e., during the Fixed Term and the Extension Terms, as applicable) in accordance with Section 34.1 of the Master Lease.

4. Lessee has an ongoing right of first refusal to acquire the Leased Property in accordance with the terms of Section 34.2 of the Master Lease.

5. All of the terms, conditions, provisions and covenants of the Master Lease are incorporated in this Memorandum by reference as though written out at length herein. The Master Lease and this Memorandum shall be deemed to constitute a single instrument; provided, however, that in the event of a conflict between this Memorandum and the Master Lease, the terms and conditions of the Master Lease shall control. This Memorandum contains reference to only selected terms of the Master Lease and reference is made to the full text of the Master Lease for

the full terms and conditions. This Memorandum shall not, in any way, alter, amend, modify, or supersede the Master Lease.

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

[Signatures and acknowledgements appear on the following pages.]

LESSEE:

**CATHOLIC HEALTH INITIATIVES
COLORADO**

By: 

Name: Peter Banko

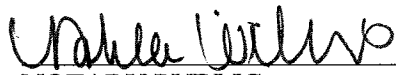
Title: President and Chief Executive Officer

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

STATE OF Colorado)
)
) : ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 21st day of April, 2023, by Peter Banko, the President and Chief Executive Officer of **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation.

[AFFIX NOTARY SEAL]


NOTARY PUBLIC
Printed Name: Nahla Williams
My Commission Expires: March 2, 2027

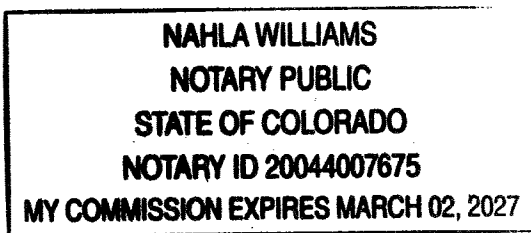


Exhibit A

Legal Description

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

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

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

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

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

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

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

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

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

PARCEL 8:

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

Said property is also known by the street address of:

APN 27-05-251-025-000