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West Jordan, Salt Lake County, Utah**

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Attn: Lynn Reynolds**

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27-05-251-006-0000**

ASSIGNMENT OF RENTS AND LEASES

STATE OF UTAH

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is entered into effective as of May 1, 2023, by and among CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation (the "Assignor"), whose address for notice is c/o CommonSpirit Health, 198 Inverness Drive West, Englewood, CO 80112, and 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 "Assignee"), having their principal place of business at c/o MPT Operating Partnership, L.P., 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, Attn: Legal Department.

ARTICLE I

Definitions

Any capitalized terms used in this Assignment but not defined herein shall have the meanings ascribed to such terms in the Master Lease (as hereinafter defined). As used in this Assignment, the following capitalized terms used herein shall have the following meanings:

“Bankruptcy Claims” shall mean all of Assignor’s claims and rights to the payment of damages arising from any rejection by a lessee of any Tenant Lease under the Bankruptcy Code.

“Bankruptcy Code” shall mean 11 U.S.C. § 101 et seq. (as the same may be amended from time to time).

“Event of Default” shall mean any happening or occurrence described in Article VI.

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

“Improvements” shall mean all buildings, improvements, structures and fixtures now or hereafter located on the Land, including, without limitation, the healthcare facilities, landscaping, parking lots and structures, roads, drainage and all above ground and underground utility lines, structures, equipment systems and other so-called “infrastructure” improvements.

“Land” shall mean all those certain lots, tracts or parcels of land described on Exhibit A attached hereto and incorporated herein by reference, any other parcel of land acquired or leased and made subject to this Assignment, for all purposes, together with all covenants, licenses, privileges and benefits thereto belonging, and any easements, rights-of-way, rights of ingress or egress or other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such real property including, without limitation, any strips and gores adjacent to or lying between such real property and any adjacent real property.

“License” shall mean the limited license as defined in Section 3.1 hereof.

“Master Indenture” means the Master Trust Indenture dated as of August 1, 2019, between CommonSpirit Health, as the Obligated Group Agent, the Members of the Obligated Group thereunder, and U.S. Bank Trust Company, National Association, as the Master Trustee, as amended, supplemented, modified or restated from time to time.

“Master Lease” shall mean that certain Master Lease Agreement, dated as of February 15, 2023, among Assignor and Assignee, whereby Assignee leases the Land and Improvements to Assignor, as the same may be modified, amended, or restated from time to time.

“Obligations” shall mean any and all of the liabilities, indebtedness, duties, covenants, conditions, warranties, representations, and other obligations made or undertaken by Assignor in favor of Assignee as set forth in the Obligation Documents.

“Obligation Documents” shall mean the Master Lease, this Assignment, and each of the other “Obligation Documents” (under and as defined in the Master Lease), as each of the same may be modified, amended, or restated from time to time.

“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.

“Property” shall mean the Improvements, the Land, and the Rents, together with:

(a) all covenants, licenses, rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereof, and all right, title and interest, if any, of Assignor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(b) all betterments, improvements, additions, alterations, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and

(c) any and all security and collateral of any nature whatsoever, now or hereafter given for the repayment of or the performance and discharge of the Obligations.

As used in this Assignment, the term “Property” shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above and all or, whether the context permits or requires, any interest therein.

“Rents” shall mean, with respect to the Property, the immediate, absolute and continuing right to collect and receive all of the rents, income, receipts, revenues, proceeds, security, guaranties, and other types of deposits, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (whether upon any applicable period of redemption or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, or any part thereof, including, without limiting the generality of the foregoing, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, premiums payable by any Tenant upon the exercise of a cancellation privilege provided for in a Tenant Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which the Assignor may have against any Tenant under a Tenant Lease or any subtenants or occupants of the Property.

“Tenant” shall mean the lessee, sublessee, tenant or subtenant under a Tenant Lease.

“Tenant Leases” shall mean, all leases, subleases and other agreements (written or oral, now or hereafter in effect), as any of the same may be amended, supplemented, modified and/or restated from time to time, which grant a possessory interest in and to, or the right to use, occupy and enjoy all or any portion of the Property, including, without limitation, those certain Tenant Leases (if any) described on Schedule A attached hereto and incorporated herein by reference for all purposes, as same may be amended, supplemented, modified and/or restated from time to time, together with all the right, power and authority of the Assignor to enforce, alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements, together with any and all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof, as the same may be amended, supplemented, modified and/or restated from time to time (whether before or after the filing by or against the Assignor of any petition of relief under the Bankruptcy Code) and all other related security and other deposits.

“Warranties” shall mean, all warranties, representations and guaranties with respect to the Property given and/or assigned to the Assignor under the Tenant Leases.

ARTICLE II Assignment

Assignor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee the Tenant Leases, the Rents, the Warranties, and the Bankruptcy Claims TO HAVE AND TO HOLD UNTO ASSIGNEE forever, and Assignor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND the title to the Tenant Leases, the Rents, the Warranties, and the Bankruptcy Claims unto Assignee against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor but not otherwise. This Assignment is an absolute, unconditional and presently effective assignment to Assignee, subject to Section 3.1 below, to secure the performance of the Obligations.

ARTICLE III Limited License, Continuation and Termination of Assignment

3.1 **Limited License**. Provided that there exists no Event of Default (but subject to the terms of Section 16.6 of the Master Lease), Assignor shall have all rights pursuant to the Tenant Leases, under a limited license (the “License”), to observe, perform and discharge the obligations, terms, covenants, conditions and warranties of the Tenant Leases, including the right to collect upon, but not prior to accrual, all of the Rents arising from or out of the Tenant Leases, or any renewals or extensions thereof, or from or out of the Property or any part thereof. Assignor may use the Rents in any manner not inconsistent with the Obligation Documents. Upon the sale and conveyance by Assignee or its successors or assigns of the fee title to the Land and Improvements, all right, title, interest and power granted under the License granted herein

with respect to such Property shall be automatically continued subject to the terms and conditions of the Obligation Documents, including this Assignment. During the existence of an Event of Default (but subject to the terms of Section 16.6 of the Master Lease), without any further action by Assignee, Assignor shall hold all Rents paid to Assignor thereafter in trust for the use and benefit of the Assignee and the Assignee shall have the right, power and authority, whether or not it takes possession of the Property, to demand, collect, receive, sue for and recover in its own name any and all Rents, Warranties, and Bankruptcy Claims and to apply the sum(s) collected, first to the payment, satisfaction, and discharge of expenses incident to the collection of the same, and the balance to the payment of the Obligations; provided, however, that Assignee shall not be deemed to have taken possession of such Property and shall not be deemed to have accepted or assumed any duties or obligations under the Tenant Leases except, in any such case, on the exercise of its option to do so, evidenced by its written demand and overt act for such purpose in accordance with Article VII. It shall not be necessary for Assignee to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions set forth herein. If such Event of Default is cured or waived in accordance with the Obligation Documents, the License shall be deemed automatically reinstated.

3.2 **Continuation and Termination of Assignment.** Upon final payment in full and discharge in full of the Obligations (other than contingent indemnification obligations for which no claim has been made), this Assignment shall become and be void and of no force or effect. Written demand by Assignee delivered to any Tenant for payment of the Rents during the existence of an Event of Default shall, with respect to each such Tenant, be sufficient evidence of each such Tenant's obligation and authority to make all future payments of the Rents to Assignee without the necessity for further consent by Assignor.

ARTICLE IV Representations and Warranties

Assignor hereby unconditionally represents and warrants to Assignee as follows:

4.1 **Representations and Warranties.** (a) Assignor has full legal right, power and authority to execute and deliver this Assignment; (b) this Assignment has been duly executed and delivered by Assignor and 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; (c) no approval or consent of any foreign, federal, state, county, local or other Governmental Body, and no approval or consent of any other Person is required in connection with the execution and delivery by Assignor of this Assignment or the consummation and performance by Assignor of the transactions contemplated hereby, which approval or consent has not been obtained; and (d) the execution and delivery of this Assignment and the obligations created hereby have been duly authorized by all necessary proceedings on the part of Assignor, and will not conflict with or result in the breach or violation of any of the terms or conditions of, or constitute (or with notice or lapse of time or both would constitute) a default

under the governing documents of Assignor, any instrument, contract or other agreement to which Assignor is a party or by or to which it or its assets or properties are bound or subject; or any statute or any regulation, order, judgment or decree of any court or Governmental Body.

4.2 **Ownership of Tenant Leases and the Rents.** Assignor may sublease portions of the Land and Improvements, which subleases(s) shall be subject to and in accordance with the terms and conditions of the Master Lease. Subject to the terms of the Master Lease, Assignor has all requisite right, power and authority to assign such Tenant Leases and the Rents, and no other Person has any right, title or interest therein.

ARTICLE V

Affirmative Covenants

Assignor hereby unconditionally covenants and agrees with Assignee as follows:

5.1 **Performance.** Assignor shall observe, perform and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions and warranties of the Obligation Documents and all material terms and obligations of the Tenant Leases (as applicable) (except upon Assignee's execution of its remedies under Article III by written demand or other overt act, among other things, to perform and discharge such duties or obligations under the Tenant Leases).

5.2 **Notification to Tenants.** Upon Assignee's written request following an Event of Default (but subject to Section 16.6 of the Master Lease), Assignor shall notify and direct, in writing, each and every present or future Tenant or occupant of the Property that any security deposit or other deposits heretofore delivered to Assignor has been retained by Assignor or assigned and delivered to Assignee, as the case may be.

5.3 **Enforcement.** Assignor shall enforce the performance of each and every material obligation, term, covenant, condition and agreement in the Tenant Leases by any Tenant to be performed, and Assignor shall appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Tenant Leases or the obligations, duties or liabilities of Assignor and any Tenant thereunder, and upon written request by Assignee, Assignor will do so in the name and on behalf of Assignee, but at the expense of Assignor, and Assignor shall pay all costs and expenses of Assignee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Assignee may appear.

5.4 **Additional Covenants regarding Tenant Leases.** Assignor hereby covenants and agrees (a) to comply in all material respects with the terms and provisions of each Tenant Lease; (b) except pursuant to the Master Indenture, not to assign, transfer, pledge, mortgage or otherwise encumber any Tenant Lease; (c) except pursuant to the Master Indenture, not to assign, transfer, pledge, mortgage or otherwise encumber any Rents; (d) not to hereafter collect, accept from any Tenant, or permit any Tenant to pay any Rents for more than one (1) month in advance (whether in cash or by evidence of indebtedness); and (e) not to enter into, extend or renew any Tenant Lease for a time period extending beyond the term of the Master Lease, without prior written approval of Assignee.

5.5 **Delivery of the Tenant Leases; Further Acts and Assurance.** Until the Obligations secured hereby have been paid in full and discharged (other than contingent indemnification obligations for which no claim has been made), Assignor shall enter into only leases of the Property that are permitted pursuant to the terms and conditions of the Master Lease, and shall, upon the written request of Assignee following an Event of Default under the Master Lease (but subject to the terms of Section 16.6 of the Master Lease), deliver to Assignee executed copies of all Tenant Leases applicable to all or any part of the Property.

ARTICLE VI Events of Default

The term “Event of Default,” as used herein, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 **Event of Default under Master Lease.** The occurrence of any “Event of Default” under and as defined in the Master Lease.

6.2 **Performance of Obligations.** In addition to any Event of Default under and as defined in the Master Lease, if Assignor shall fail to observe or perform in any respect:

(a) any monetary obligation of this Assignment, and such failure shall continue for a period of thirty (30) days following receipt by Assignor of written notice thereof from Assignee; or

(b) any non-monetary obligation of this Assignment, and such failure is not cured by Assignor within a period of sixty (60) days after receipt by Assignor of written notice thereof from Assignee, unless such failure cannot, in Assignee’s reasonable determination, with due diligence be cured within a period of sixty (60) days, in which case such failure shall not be deemed to continue if, in Assignee’s reasonable determination, Assignor commences to cure such failure within the sixty (60) day period and proceeds with due diligence to complete the curing thereof; *provided, however*, in no event shall Assignee be required to give more than two (2) such written notices hereunder for Assignor’s failure to observe or perform the same (or repetitive) covenant or condition in any consecutive twelve (12) month period.

ARTICLE VII Remedies

7.1 **Remedies.** During the existence of an Event of Default (but subject to the terms of Section 16.6 of the Master Lease), Assignee, at its option, shall have the complete right, power and authority hereunder, then or thereafter, to (a) revoke the License with respect to the Property and then and thereafter, without taking possession of such Property, to the extent permitted by law, in the Assignor’s own name, to demand, collect, receive, sue for, attach and levy the Rents and give proper receipts, releases and acquittances therefor, after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys’ fees, and apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, in reduction or repayment of the Obligations in such order of

priority as Assignee may, in its sole discretion, determine; and (b) if Assignee has terminated the Master Lease or Assignor's right to possession of the Property in accordance with the Master Lease, the immediate right, at Assignee's option, upon written notice to Assignor and without the execution by Assignor of any further instrument, to (i) assume Assignor's rights, duties and obligations under the Tenant Leases and/or (ii) designate a replacement landlord or sub-landlord under any of the Tenant Leases, which replacement landlord or sub-landlord shall be selected in Assignee's sole discretion.

7.2 **Exculpation of Assignee.** The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority created hereby, shall not, prior to entry upon and taking possession of the Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Tenant Leases, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under a Tenant Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by a Tenant and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to persons or property sustained by any Person in or about the Property.

7.3 **No Waiver or Election of Remedies.**

(a) Neither the collection of the Rents and application as provided for in this Assignment, nor the entry upon and taking possession of the Property by Assignee, nor Assignee's right to assume, perform or enforce the Tenant Leases shall be deemed to cure or waive any Event of Default or waive, modify or affect any notice of default under the Master Lease or any other Obligation Document or invalidate any act done pursuant to any such notice. The enforcement of any such rights or remedies by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have cured the original Event of Default. If Assignee shall thereafter elect to discontinue the exercise of any such rights or remedies hereunder, such rights or remedies may be reasserted at any time and from time to time following any subsequent Event of Default.

(b) The delay, omission, or failure of Assignee to assert any of the terms, covenants or conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any other Obligation Document or under the law. The right of the Assignee to collect and enforce the payment and performance of the Obligations and to enforce any security therefor may be exercised by the Assignee either prior to or simultaneously with or subsequent to any action taken hereunder. To the extent permitted by law, Assignee shall not be required to seek the appointment of a receiver or to institute any proceeding of any kind, possessory or otherwise, to secure or enjoy the full benefits of this Assignment.

7.4 **Assignor's Indemnities.** Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all liability, loss, costs, damage or expense which Assignee may incur under or by reason of this Assignment, or for any action taken by Assignee

hereunder other than Assignee's acts of bad faith, willful misconduct or gross negligence (*provided, however, that the foregoing gross negligence standard shall be modified to a negligence standard if, and to the extent, such violation, default, penalty, or fine is caused solely by Lessor's physical entry onto the Leased Property*), or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Tenant Leases, including specifically, but without limitation, any claim by a Tenant of credit for the Rents paid to and received by Assignor, but not delivered to Assignee. In the event Assignee incurs any such liability, loss, costs, damage or expense, the amount thereof, including reasonable attorneys' fees shall be payable by Assignor to Assignee within thirty (30) days following written demand from Assignee to Assignor (together with reasonable supporting documentation for same), and shall be secured hereby and by all other security for the payment and performance of the Obligations.

ARTICLE VIII Miscellaneous

8.1 Bankruptcy.

(a) Upon or at any time after the occurrence of an Event of Default hereunder (but subject to the terms of Section 16.6 of the Master Lease), Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Tenant Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Tenant Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Tenant Lease, shall determine to reject such Tenant Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than twenty (20) days' prior written notice of the date on which it shall apply to the bankruptcy court for authority to reject the Tenant Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such twenty (20) day period a notice stating that (i) Assignee demands that Assignor assume and assign the Tenant Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Tenant Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Tenant Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

8.2 Performance at Assignor's Expense. The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Assignor, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Obligations.

8.3 Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Obligation Documents and the consummation of the transactions called for

therein, and shall continue in full force and effect until the Obligations shall have been paid, performed, and discharged in full (other than contingent indemnification obligations for which no claim has been made).

8.4 **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 Assignment.

8.5 **Recording and Filing.** Assignor will cause this Assignment and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and re-filed in such manner and in such places as Assignee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

8.6 **Notices.** All notices, demands, consents, approvals, requests and other communications required or permitted to be provided under this Assignment shall be in writing (except where specifically stated otherwise) and shall be either (a) delivered in person, (b) sent by certified mail, return receipt requested, (c) delivered by a recognized delivery service, or (d) sent by facsimile transmission and addressed as follows:

If to Assignor: c/o CommonSpirit Health
Attn: SVP, National Real Estate Services
198 Inverness Drive West
Englewood, CO 80112

with a copy to: CommonSpirit Health
Attn: VP/Associate General Counsel, Real Estate
3200 N. Central Avenue, 23rd Floor
Phoenix, AZ 85012

with a copy to: Vice President of Real Estate & Construction
Centura Health
9100 E. Mineral Circle
Centennial, CO 80012

If to Assignee: 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
1901 Sixth Avenue North, Suite 2600
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. (based upon Birmingham, Alabama time) on any Business Day, 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.

8.7 **Assignment.** This Assignment is not assignable by Assignor without the prior written consent of Assignee. Assignee may at any time and without the consent of Assignor assign all of its rights and obligations hereunder to any other Person.

8.8 **Binding Effect.** All the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that (a) this Assignment shall not inure to the benefit of any assignee pursuant to an assignment which violates or is inconsistent with the terms of this Assignment and (b) neither this Assignment nor any other agreement contemplated in this Assignment shall be deemed to confer upon any Person not a party to this Assignment any rights or remedies contained in this Assignment.

8.9 **No Waiver.** No failure by any party to insist upon the strict performance of any term of this Assignment or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial performance under the terms of this Assignment during the continuance of any such breach, shall constitute a waiver of any such breach or any such term. To the extent permitted by law, no waiver of any breach shall affect or alter this Assignment, which shall continue in full force and effect with respect to any other then existing or subsequent breach. The parties agree that no waiver shall be effective hereunder unless it is in writing.

8.10 **Severability.** The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, each of which shall remain in full force and effect.

8.11 **Entire Agreement and Modification.** This Assignment, including the Exhibits and Schedules attached hereto, and other written agreements executed and delivered in connection herewith by the parties, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. This Assignment supersedes any prior oral or written agreements between the parties with respect to the subject matter of this Assignment. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth in this Assignment, and that no modification of this Assignment and no waiver of any of its terms and conditions shall be effective unless it is made in writing and duly executed by the parties. 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 Assignment in effecting the transactions contemplated herein or otherwise.

8.12 **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. In order to expedite the execution of this Assignment, telecopied signatures or signatures sent by electronic mail may be used in the place of original signatures on this Assignment. 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 Assignment 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 Assignment.

8.13 **Governing Law.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (THE "APPLICABLE LAW") APPLICABLE TO CONTRACTS EXECUTED AND PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

8.14 **Jurisdiction And Venue.** ASSIGNOR AND ASSIGNEE CONSENT TO PERSONAL JURISDICTION IN THE STATE OF UTAH. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 8.14, THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS ASSIGNMENT SHALL BE BROUGHT AND TRIED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED THE STATE OF UTAH. 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. FURTHER, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY CERTIFIED MAIL ADDRESSED TO A PARTY AT THE ADDRESS DESIGNATED PURSUANT TO SECTION 8.6 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. NOTWITHSTANDING THE FOREGOING, THE PARTIES FURTHER AGREE THAT ALL ACTIONS AND PROCEEDINGS RELATING TO THE CREATION OF THE LEASEHOLD ESTATE AND ALL REMEDIES RELATING TO THE RECOVERY OF POSSESSION OF ALL OR ANY PORTION OF THE PROPERTY (SUCH AS AN ACTION FOR UNLAWFUL DETAINER OR OTHER SIMILAR ACTION) MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF THE STATE OF UTAH.

8.15 **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THIS

ASSIGNMENT OR THE PROPERTY (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS ASSIGNMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO ENTER INTO THIS ASSIGNMENT.

8.16 **Usury.** If the Applicable Law is ever revised, repealed or judicially interpreted so as to render usurious any amount called for under any of the Obligation Documents, or if Assignee's exercise of the option to accelerate the maturity of the Obligations or if any prepayment by Assignor results in Assignor having paid any interest in excess of that permitted by law, then it is Assignor's and Assignee's express intent that all excess amounts theretofore collected by Assignee be credited on the principal balance of the Obligations (or, if the Obligations have been paid in full, refunded to Assignor), and the provisions of the Obligation Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Assignee for the use, forbearance or detention of the Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the Obligations until payment in full so that the rate or amount of interest on account of such Obligations does not exceed the usury ceiling from time to time in effect and applicable to the Obligations so long as debt is outstanding thereunder.

8.17 **Headings.** The Article, Section and Subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the test of such Articles, Sections or Subsections.

8.18 **Joint Drafting.** The parties hereto and their respective counsel have participated in the drafting and redrafting of this Assignment and the general rules of construction which would construe any provisions of this Assignment in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Assignment 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 Assignment are hereby expressly waived by all parties to this Assignment.

8.19 **Joint and Several Obligations.** To the extent that there are more than one entities comprising Assignor hereunder, each Assignor shall be jointly and severally liable for all of the liabilities and obligations of Assignor under this Assignment. Additionally, each Assignor acknowledges and agrees that all of the representations, warranties, covenants, obligations, conditions, agreements and other terms contained in this Assignment shall be applicable to and shall be binding upon and enforceable against any one or more Assignors.

8.20 **Uniform Assignment of Rents Act.** Notwithstanding anything in this Assignment to the contrary, Assignor and Assignees acknowledge that this Assignment is subject to the Uniform Assignment of Rents Act, *Utah Code Annotated* Section 57-26-104 *et seq.* or any replacement statute.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Rents and Leases to be executed by the duly authorized persons to be effective as of the date first above written.

ASSIGNOR:

**CATHOLIC HEALTH INITIATIVES
COLORADO**

By: Peter Banko
Name: Peter Banko
Title: President and Chief Executive Officer

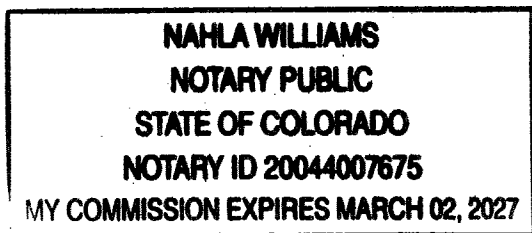
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

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]

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



ASSIGNEE:

**MPT OF WEST VALLEY CITY, LLC
MPT OF SALT LAKE CITY-STEWARD, LLC
MPT OF LEHI-STEWARD, LLC**

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



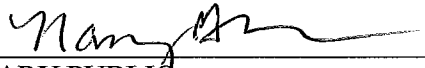
By: _____
Name: R. Steven Hamner
Title: Executive VP & CFO

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

STATE OF NEW YORK)
)
) : ss.
COUNTY OF NEW YORK)

**NANCY GORDON SPINOSA
Notary Public, State of New York
NO. 01SP6391032
Qualified in New York County
Commission Expires 04/29/2023**

The foregoing instrument was acknowledged before me this 21 day of April, 2023, by R. Steven Hamner, the Executive VP & CFO of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of each of **MPT OF WEST VALLEY CITY, LLC, MPT OF SALT LAKE CITY-STEWARD, LLC, and MPT OF LEHI-STEWARD, LLC**, each a Delaware limited liability company.



NOTARY PUBLIC
Printed Name: Nancy G Spinosa
My Commission Expires: 4 29 2023


[AFFIX NOTARY SEAL]

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

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

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

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

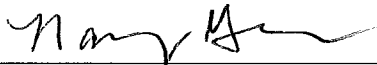
By: 
Name: R. Steven Hamner
Title: Executive VP & CFO

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

STATE OF NEW YORK)	NANCY GORDON SPINOSA
	: ss.	Notary Public, State of New York
COUNTY OF NEW YORK)	NO. 01SP6391032
		Qualified in New York County
		Commission Expires 04/29/2023

The foregoing instrument was acknowledged before me this 21 day of April, 2023, by R. Steven Hamner, the Executive VP & CFO of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of MPT of Utah-Steward Holdings, LLC, a Delaware limited liability company, as the Manager of MPT of Utah-Steward, LLC, a Delaware limited liability company, as the Sole Member of each of **MPT OF WEST JORDAN-STEWARD PROPERTY, LLC** and **MPT OF LAYTON-STEWARD PROPERTY, LLC**, each a Delaware limited liability company.

[AFFIX NOTARY SEAL]


NOTARY PUBLIC
Printed Name: Nancy G Spinosa
My Commission Expires: 4/29/2023

Assignment of Rents and Leases
Signature Page 3 of 3

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

Schedule A

Tenant Leases

None.