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FIRST AMERICAN TITLE INSURANCE COMPANY

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AND WHEN RECORDED MAIL TO:**

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

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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

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TAX PARCEL ID(s): 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

**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

**STATE OF UTAH**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF SALT LAKE**

**THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**, dated effective as of May 1, 2023 (this "Agreement"), is entered into by and among **MPT OF WEST JORDAN-STEWARD, LLC**, a Delaware limited liability company (the "MPT Lender"), **MPT OF WEST JORDAN-STEWARD PROPERTY, LLC**, a Delaware limited liability company (the "MPT Lessor"), and **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation (the "Lessee").

**RECITALS:**

**WHEREAS**, MPT Lessor and certain of its affiliates, on the one hand, and Lessee, on the other hand, are parties to that certain Master Lease Agreement, dated as of February 15, 2023 (as the same may be modified, amended, or restated from time to time, the "Master Lease"), whereby MPT Lessor leases to Lessee certain real property and the improvements now or hereafter located thereon as more particularly described in the Master Lease, including, without limitation, the real property more particularly described on Exhibit A attached hereto (collectively, the "Leased Property");

**WHEREAS**, MPT Lender and certain of its affiliates, on the one hand, and MPT Lessor and certain of its affiliates, on the other hand, 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 MPT Lender made a mortgage loan (the "Mortgage Loan") to MPT Lessor, which Mortgage Loan is evidenced by that certain

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Promissory Note, dated September 29, 2017 (as the same has been or hereafter may be modified, amended, or restated from time to time, the “Mortgage Note”), and which is secured by, among other things, (i) that certain Deed of Trust, Security Agreement, and Fixture Filing by Jordan Valley Medical Center, LP, a Delaware limited partnership, dated September 29, 2017, and recorded on October 2, 2017, in the Real Estate Records of Salt Lake County, Utah, **Book 10604, Pages 7423-7437 (Document Number 12628183)** with respect to the Leased Property, as amended by the First Amendment thereto, dated December 28, 2018 and recorded on February 4, 2019 at **Book 10750, Pages 3386-3392 (Document Number 12928784)**, and assigned pursuant to that certain Assignment of Deed of Trust, Security Agreement and Fixture Filing, dated July 7, 2020 and recorded on July 8, 2020, **Book 10975, Pages 1728-1734 (Document Number 13321863)** (as the same has been or hereafter may be modified, amended, or restated from time to time, collectively, the “Deed of Trust”), (ii) that certain Leasehold Deed of Trust, Security Agreement and Fixture Filing, dated September 29, 2017, and recorded on October 2, 2017, in the Real Estate Records of Salt Lake County, Utah, **Book 10604, Pages 7438-7452 (Document Number 12628184)** with respect to a portion of the Leased Property, as amended by that certain Amendment to Leasehold Deed of Trust, Security Agreement and Fixture Filing, dated December 28, 2018 and recorded on January 25, 2019 at **Book 10748, Pages 2422-2428 (Document Number 12924264)**, and as further amended by that certain Second Amendment to Leasehold Deed of Trust, Security Agreement and Fixture Filing, executed on or about July 18, 2020 (as the same has been or hereafter may be modified, amended, or restated from time to time, collectively, the “Leasehold Deed of Trust”), (iii) that certain Security Agreement, dated September 29, 2017, between MPT Lender and MPT Lessor (as successor by assignment from Jordan Valley Medical Center, LP, a Delaware limited partnership) (as the same has been or hereafter may be modified, amended, or restated from time to time, the “Security Agreement”), and (iv) that certain Assignment of Rents and Leases, dated September 29, 2017, and recorded on October 2, 2017 in the Real Estate Records of Salt Lake County, Utah, **Book 10604, Pages 7453-74743 (Document Number 126281815)**, and assigned pursuant to that certain Assignment of Deed of Trust, Security Agreement and Fixture Filing, dated July 7, 2020 and recorded on July 8, 2020, **Book 10975, Pages 1728-1734 (Document Number 13321863)** (as the same has been or hereafter may be modified, amended, or restated from time to time, the “ARL” and together with the Loan Agreement, Mortgage Note, Deed of Trust, Leasehold Deed of Trust, and Security Agreement, each a “Mortgage Loan Document” and collectively, the “Mortgage Loan Documents”); and

**WHEREAS**, the parties hereto desire to execute this instrument to express their agreement that the Master Lease shall be subordinate to the Mortgage Loan, the Mortgage Loan Documents, and the rights and liens of the MPT Lender under the Mortgage Loan Documents, that MPT Lender shall recognize the rights of Lessee under the Master Lease, and that Lessee shall attorn to MPT Lender, in each case, subject to the terms and provisions hereinafter set forth.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and in further consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, sufficiency, and legal adequacy of which is hereby acknowledged by all of the parties, the parties mutually covenant and agree as follows:

1. **Master Lease Subordinate**. Subject to the provisions of this Agreement (including the non-disturbance provisions set forth in Section 3 of this Agreement), the Master Lease and all of Lessee’s rights and estates thereunder are and shall at all times be subject and subordinate in all respects to the

Mortgage Loan Documents and the rights and liens of the MPT Lender thereunder (including all extensions, renewals, and modifications thereof, replacements therefor, and supplements thereto).

2. **Attornment.** In the event that MPT Lender exercises its power of sale, forecloses on its liens, or otherwise exercises its rights or remedies under or pursuant to any of the Mortgage Loan Documents, or accepts a deed in lieu of foreclosure, before the expiration or termination of the Master Lease, Lessee shall attorn to and recognize MPT Lender or MPT Lender's assignees, nominees, or designees, including, without limitation any purchaser at or pursuant to a foreclosure sale or pursuant to a power of sale (collectively, a "Replacement Landlord") as Lessee's landlord for the unexpired balance of the term (including any extensions) of the Master Lease on the same terms and conditions set forth in the Master Lease, and MPT Lender (or any Replacement Landlord) shall recognize Lessee as MPT Lender's (or such Replacement Landlord's) tenant and accept such attornment.

3. **Non-Disturbance.** Subject to the conditions set forth in this Section 3, in the event the MPT Lender (or any Replacement Landlord) forecloses on its liens or otherwise exercises its rights under or pursuant to any of the Mortgage Loan Documents before the expiration or termination of the Master Lease, the Master Lease shall not be terminated, Lessee's use and possession of the Leased Property pursuant to the Master Lease shall not be disturbed, and MPT Lender (or any Replacement Landlord) shall recognize and be subject to all of Lessee's rights under the Master Lease (including, but not limited to, Lessee's Purchase Option in Section 34.1 of the Master Lease and Lessee's right of first refusal in Section 34.2 of the Master Lease) so long as (a) there exists no Event of Default (as defined in the Master Lease) under the Master Lease; and (b) after receipt of written notice from MPT Lender, or its successors and assigns, stating that MPT Lessor is in default under any Mortgage Loan Document, Lessee shall pay all Rent (as defined in the Master Lease) and all other charges, taxes, and amounts to be made by Lessee to MPT Lessor under the Master Lease (collectively, "Master Lease Obligations") directly to the party giving such notice, or as such party may direct (a "Payment Notice"); provided, however, that MPT Lessor hereby agrees that Lessee may rely upon such written instructions of MPT Lender and need not obtain other confirmation of MPT Lender's right and authority to receive such payments and MPT Lessor hereby releases Lessee from any liability in connection with any such payments.

4. **Collection of Master Lease Obligations.** Upon receipt of a Payment Notice from MPT Lender or any Replacement Landlord of such rights, Lessee shall make the payments of all Master Lease Obligations to MPT Lender or such Replacement Landlord, Lessee shall not be obligated to inquire into any such notice given to it by MPT Lender or any Replacement Landlord, or MPT Lender's (or any such Replacement Landlord's) exercise of such rights and payments made by Lessee in accordance with such notice shall satisfy Lessee's obligations for payment of all Master Lease Obligations under the Master Lease. Prior to the time that MPT Lender or a Replacement Landlord becomes the landlord under the Master Lease by expressly assuming the obligations of landlord under the Master Lease in writing, such receipt of Master Lease Obligations by MPT Lender or such Replacement Landlord shall not impose any obligations on MPT Lender or any Replacement Landlord under the Master Lease, shall not relieve MPT Lessor of its obligations under the Master Lease, and MPT Lessor shall remain liable to Lessee for the performance thereof.

5. **Consent to Master Lease.** Subject to the terms and conditions set forth in this Agreement, MPT Lender hereby consents to (a) the Master Lease and (b) MPT Lessor leasing the Leased Property to Lessee under and pursuant to the terms of the Master Lease.

6. **No Liability.** Notwithstanding anything to the contrary contained herein, or in the Mortgage Loan Documents or Master Lease, it is specifically understood and agreed that, whether in connection with an exercise of a power of sale, foreclosure on the liens under any Mortgage Loan Document, other exercise of rights or remedies under or pursuant to any of the Mortgage Loan Documents, acceptance of a deed in lieu of foreclosure, or otherwise, neither MPT Lender nor any of its affiliates, assignees, nominees, or designees shall be:

- (a) liable for any act, omission, negligence, or default of MPT Lessor, whether pursuant to any provision contained in the Master Lease or otherwise;
- (b) subject to any offsets, credits, claims, or defenses which Lessee may have against MPT Lessor, whether pursuant to the terms of the Master Lease or otherwise, provided, however, that the foregoing shall not preclude Lessee from raising such offsets, credits, claims, or defenses set forth in the Master Lease against MPT Lender because of events first occurring from and after the date MPT Lender succeeds to MPT Lessor's interest under the Lease;
- (c) bound by any Master Lease Obligations which are payable on a monthly basis and which Lessee paid for more than one (1) month in advance to MPT Lessor or by any security deposit or other prepaid charge which Lessee might have paid in advance to MPT Lessor unless such security deposit or other prepaid charge has been delivered to and is in the possession of MPT Lender;
- (d) liable to the Lessee hereunder or under the Master Lease in excess of its interest in the Leased Property; or
- (e) bound by any assignment, subletting, renewal, extension, or any other agreement or modification of the Master Lease made without the prior written consent of MPT Lender unless MPT Lender's consent thereto is not required under the Mortgage Loan Documents, and in any event, MPT Lender's consent shall not be required for (i) an amendment to memorialize Lessee's exercise of any option expressly set forth in the Master Lease (including, but not limited to, an option to extend the term, purchase options and rights of first refusal), (ii) an assignment or subletting of the Master Lease that is expressly permitted under the Master Lease without MPT Lessor's consent, or (iii) any termination of the Master Lease pursuant to a termination right that is expressly set forth in the Master Lease.

7. **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 (a) when personally delivered, (b) 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 (c) 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 MPT Lender:

c/o MPT Operating Partnership, L.P.  
1000 Urban Center Drive, Suite 501  
Birmingham, Alabama 35242  
Attn: Legal Department

with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
1901 Sixth Avenue North, Suite 2600  
Birmingham, Alabama 35203  
Attn: Luther P. Crull, III, Esq.

if to MPT Lessor: c/o MPT Operating Partnership, L.P.  
1000 Urban Center Drive, Suite 501  
Birmingham, Alabama 35242  
Attn: Legal Department

with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
1901 Sixth Avenue North, Suite 2600  
Birmingham, Alabama 35203  
Attn: Luther P. Crull, III, Esq.

if to Lessee: c/o CommonSpirit Health  
Attn: SVP, National Real Estate Services  
198 Inverness Drive West  
Englewood, Colorado 80112

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

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

or to such other address with respect to a party as such party notifies the other in writing as above provided, and shall be effective upon receipt. A notice, demand, consent, approval, request, or other communication shall be deemed to be duly received if delivered in person or by recognized delivery service, when left at the address of the recipient; *provided, that*, if a notice, demand, consent, approval, request, or other communication is served by hand on a day which is not a Business Day, or after 5:00 p.m. on any Business Day (based on Birmingham, Alabama time), such notice, demand, consent, approval, request, or other 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. For purposes of this Agreement, "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday, and Friday that is not a day on which money centers in the City of New York, New York are authorized or obligated by law or executive order to close.

8. **Severability.** Whenever possible, 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 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 Agreement, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.

9. **Entire Agreement.** This Agreement and the documents referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

10. **Modification.** This Agreement may not be modified or amended except by an instrument in writing signed by MPT Lender, MPT Lessor, and Lessee.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed and performed in such state, without giving effect to conflicts of law principles.

12. **Jurisdiction and Venue.** The parties agree 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 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. The parties expressly acknowledge that Utah is a fair, just, and reasonable forum and agree not to seek removal or transfer of any action filed by any other party in said courts. 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 7 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.

13. **No-Third Party Beneficiaries.** Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

14. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned or delegated by Lessee without the prior written consent of MPT Lender except in connection with an assignment of its interest in the Master Lease which has been consented to by MPT Lender or an assignment of its interest in the Master Lease that is expressly permitted under the Master Lease without MPT Lessor's consent. MPT Lender and MPT Lessor may assign all of their respective rights and obligations hereunder to any other Person to the extent permitted under and in compliance with the Mortgage Loan Documents and Master Lease, as applicable.

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

16. **Counterparts.** This Agreement 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.

17. **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 as a result of one party drafting this Agreement 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 Agreement are hereby expressly waived by all parties to this Agreement.

18. **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 Agreement.


*[Signatures appear on the following pages.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**MPT LENDER:**

**MPT OF WEST JORDAN-STEWARD, LLC**

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


: ss.

COUNTY OF NEW YORK )

)

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 WEST JORDAN-STEWARD, LLC**, a Delaware limited liability company.

[AFFIX NOTARY SEAL]

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







**EXHIBIT A**

**Legal Description of Leased Property**

**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