

PREPARED BY AND UPON
RECORDATION RETURN TO:

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ANDREA ALLEN
UTAH COUNTY RECORDER
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RECORDED FOR FNT Utah Downtown SLC - 170
ELECTRONICALLY RECORDED

MILBANK LLP
55 Hudson Yards
New York, New York 10001
Attn: Carolina Walther-Meade, Esq.

Tax ID Nos.: 46:927:0005

Lehi, Utah County

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

Dated: As of April 12, 2024

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 April 12, 2024 (this "Agreement"), is entered into by and among U.S. Bank Trust Company, National Association, a national banking association, in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") on behalf of the Secured Parties (as defined in that certain Credit Agreement, dated as of April 12, 2024 (as the same may be modified, amended, or restated from time to time, the "Credit Agreement"), by and among Borrower (as defined below), MPT Utah Portfolio Investor, LLC, a Delaware limited liability company, ("Holdings"), Natixis, New York Branch, as administrative agent, and the lenders and issuing banks thereto from time to time party, the entities listed on Schedule 1 attached hereto and made a part hereof by reference and incorporation (individually and collectively, "MPT Lessor"), and **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation ("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, in connection with the Master Lease, Lessee entered into that certain Assignment of Rents and Leases, dated as of May 1, 2023, for the benefit of MPT Lessor with respect to the Leased Property (the "ALR");

WHEREAS, MPT Lessor is one hundred percent (100%) owned and controlled by MPT Utah Portfolio, LLC, a Delaware limited liability company (the "Borrower");

WHEREAS, the lenders party to the Credit Agreement made loans (collectively, the "Loan") to the Borrower, and which is secured by, among other things, that certain (i) Guarantee and Collateral Agreement, dated April 12, 2024, by and between Holdings, the Borrower, MPT Lessor and the Collateral Agent (the "Collateral Agreement"), pursuant to which, among other things, the Borrower has pledged all of the Borrower's ownership interests in MPT Lessor to the Collateral Agent and (ii) (a) Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing, dated April 12, 2024, by MPT of West Valley City, LLC for the benefit of the Collateral Agent, and to be recorded in the Real Estate Records of Salt Lake County, Utah with respect to the Leased Property, (b) Deed of Trust, Security Agreement, Assignment of Leases and Fixture

Filing, dated April 12, 2024, by MPT of Lehi-Steward, LLC for the benefit of the Collateral Agent, and to be recorded in the Real Estate Records of Utah County, Utah with respect to the Leased Property, (c) Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing, dated April 12, 2024, by MPT of Salt Lake City-Steward, LLC for the benefit of the Collateral Agent, and to be recorded in the Real Estate Records of Salt Lake County, Utah with respect to the Leased Property, (d) Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing, dated April 12, 2024, by MPT of Layton-Steward Property, LLC for the benefit of the Collateral Agent, over the land situated in Layton, Utah, and to be recorded in the Real Estate Records of Davis County, Utah with respect to the Leased Property, (e) Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing, dated April 12, 2024, by MPT of West Jordan-Steward Property, LLC for the benefit of the Collateral Agent, and to be recorded in the Real Estate Records of Salt Lake County, Utah with respect to the Leased Property, and (f) Deed of Trust, Security Agreement, Assignment of Leases and Fixture Filing, dated April 12, 2024, by MPT of Layton-Steward Property, LLC for the benefit of the Collateral Agent, over the land situated in Roy, Utah, and to be recorded in the Real Estate Records of Weber County, Utah with respect to the Leased Property (as the same may be modified, amended, or restated from time to time, collectively, the “Deed of Trust”, and together with the Credit Agreement, the Collateral Agreement and any other document evidencing or securing the Loan, each a “Loan Document” and collectively, the “Loan Documents”); and

WHEREAS, the parties hereto desire to execute this instrument to express their agreement (i) that the Master Lease shall be subordinate to the Loan, the Loan Documents, and the rights and liens of the Collateral Agent under the Loan Documents and (ii) that if the Collateral Agent forecloses on the ownership interests in MPT Lessors pursuant to the Collateral Agreement or on the Leased Property pursuant to the Deed of Trust, (a) the Collateral Agent shall recognize the rights of Lessee under the Master Lease and (b) Lessee shall attorn to the Collateral Agent, 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, all of Lessee’s rights and estates thereunder, the ALR and all of MPT Lessor’s and Lessee’s rights, thereunder are and shall at all times be subject and subordinate in all respects to the lien of the Loan Documents and the Collateral Agent thereunder (including all extensions, renewals, and modifications thereof, replacements therefor, and supplements thereto).
2. **Attornment**. Subject to the last sentence of this Section 2, in the event that the Collateral Agent exercises its power of sale, forecloses on its liens, or otherwise exercises its rights or remedies under or pursuant to any of the Loan Documents, or accepts a deed-in-lieu of foreclosure or an assignment-in-lieu of foreclosure (collectively, “Remedies”), before the expiration or

termination of the Master Lease, (a) Lessee shall attorn to and recognize the Collateral Agent or the Collateral Agent'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, (b) the Collateral Agent (or any Replacement Landlord) shall recognize Lessee as the Collateral Agent's (or such Replacement Landlord's) tenant and accept such attornment and (c) Lessee shall recognize Collateral Agent (or any Replacement Landlord) as the Assignee under and beneficiary of the ALR. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of MPT Lessor or the Collateral Agent or any Replacement Landlord any instrument or certificate which, in the reasonable judgment of MPT Lessor or the Collateral Agent or such Replacement Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Lessee further agrees to execute and deliver at any time and from time to time, but not more than once per calendar quarter, within twenty (20) days following reasonable written request of MPT Lessor, the Collateral Agent, or any Replacement Landlord, an instrument or certificate regarding the status of the Master Lease, consisting of statements, if true, (i) that the Master Lease is in full force and effect, (ii) the date through which Rent (as defined in the Master Lease) has been paid, (iii) the date of the commencement and termination of the term of the Master Lease, (iv) the nature of any amendments or modifications to the Master Lease, (v) that no Event of Default (as defined in the Master Lease) then exists, and (vi) whether any options, for the extension of the term of the Master Lease or otherwise, expressly stated in the Master Lease have been exercised by Lessee. Notwithstanding anything to the contrary contained herein, unless a Major Event of Default (as defined in the Master Lease) has occurred and is continuing, Collateral Agent shall not sell, transfer, assign or otherwise convey the Leased Property to a Non-Permissible Assignee (as defined in the Master Lease).

3. **Non-Disturbance**. Subject to the conditions set forth in this Section 3, in the event the Collateral Agent (or any Replacement Landlord) forecloses on its liens or otherwise exercises its rights under or pursuant to any of the Loan Documents before the expiration or termination of the Master Lease, (a) 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 the Collateral Agent (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) and (b) Lessee, as Assignor under the ALR, shall continue to enjoy the use of the License (as defined in the ALR) to observe, perform and discharge the obligations, terms, covenants, conditions and warranties of the Tenant Leases (as defined in the ALR), in each case so long as (i) there exists no Event of Default (as defined in the Master Lease) under the Master Lease; and (ii) after receipt of written notice from the Collateral Agent, or its successors and assigns, stating that the Borrower is in default under any 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 the Collateral Agent and need not obtain other

confirmation of the Collateral Agent's right and authority to receive such payments and MPT Lessor hereby releases Lessee from any liability in connection with any such payments.

4. [Reserved].

5. **Collection of Master Lease Obligations.** Upon receipt of a Payment Notice from the Collateral Agent or any Replacement Landlord of such rights, Lessee shall make the payments of all Master Lease Obligations to the Collateral Agent or such Replacement Landlord, Lessee shall not be obligated to inquire into any such notice given to it by the Collateral Agent or any Replacement Landlord, or the Collateral Agent'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 the Collateral Agent 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 the Collateral Agent or such Replacement Landlord shall not impose any obligations on the Collateral Agent 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.

6. **Consent to Master Lease.** Subject to the terms and conditions set forth in this Agreement, the Collateral Agent 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.

7. **No Liability.** Notwithstanding anything to the contrary contained herein, or in the 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 Loan Document, other exercise of rights or remedies under or pursuant to any of the Loan Documents, acceptance of a deed-in-lieu of foreclosure or an assignment-in-lieu of foreclosure, or otherwise, neither the Collateral Agent 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 the Collateral Agent because of events first occurring from and after the date the Collateral Agent 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 the Collateral Agent;

- (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 the Collateral Agent unless consent thereto is not required under the Loan Documents, and in any event, the Collateral Agent'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.

8. [Reserved].

9. **Notice to the Collateral Agent.** Lessee shall provide the Collateral Agent with copies of all written notices of default sent to MPT Lessor pursuant to the Master Lease at the same time as Lessee gives notice to MPT Lessor, provided that any failure to provide such notice shall not constitute a default hereunder or affect the validity of such default with respect to MPT Lessor. Collateral Agent shall have the option, but shall not be obligated, to cure or cause to be cured any default by MPT Lessor under the Master Lease within the later of (i) twenty (20) days following Lessee's delivery to Collateral Agent of such notice, and (ii) ten (10) days following the end of the cure period afforded to MPT Lessor under the Master Lease with respect to such default. With respect to any default under the Master Lease which would entitle Lessee to cancel the Master Lease or to an abatement of any Master Lease Obligations, Lessee hereby agrees that, notwithstanding any provisions of the Master Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless and until the Collateral Agent shall have failed to cure such default within the later of (x) twenty (20) days following Lessee's delivery to Collateral Agent of such notice, and (y) ten (10) days following the end of the cure period afforded to MPT Lessor under the Master Lease with respect to such default. Neither the Collateral Agent nor any Replacement Landlord shall have any obligation to cure (and neither shall have any liability or obligation for not curing) any breach or default by MPT Lessor, except to the extent that the Collateral Agent or Replacement Landlord agrees or undertakes otherwise in writing.

10. **Notices to the Lessee.** The Collateral Agent shall provide Lessee with copies of any written notices of any default by Borrower under the Loan Documents, acceleration of any obligation underlying the Deed of Trust and any sale in foreclosure of the Deed of Trust (but only to the extent Borrower would be entitled to written notice of such default pursuant to the terms of the Loan Documents) at the same time that the Collateral Agent gives notice to Borrower, provided that any failure to provide such notice shall not constitute a default hereunder or affect the validity of such default with respect to Borrower. Lessee shall have the option, but shall not be obligated, to cure or cause to be cured any such default by Borrower within any applicable cure period. The Collateral Agent hereby agrees that Lessee may appear with its representatives and bid at any foreclosure sale with respect to the Deed of Trust.

11. **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 Collateral Agent: U.S. Bank Trust Company, National Association
214 N. Tryon Street, 26th Floor
Charlotte, North Carolina 28202
Phone: (302) 545-9778
Fax: (866) 977-1474
Attn: James Hanley
Email: Agency.services@usbank.com

with a copy to: Seward & Kissel LLP
One Battery Park Plaza
New York, New York 10004
Attn: Ronald A. Hewitt
Email: hewitt@sewkis.com

with a copy to: Milbank LLP
55 Hudson Yards
New York, New York 10001
Attn: Carolina Walther-Meade, Esq.

if to MPT Lessor: c/o Blue Owl Real Estate Capital, LLC
30 North LaSalle Street, Suite 4140
Chicago, IL 60602
Attention: Asset Management
Email: RealEstateAM@blueowl.com

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, 23rd Floor
Phoenix, Arizona 85012

with a copy to: c/o CommonSpirit Health

Attention: National Real Estate Services
3400 Data Drive
Rancho Cordova, CA 95670

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 New York, New York 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 New York, New York 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.

12. **Replacement Agreement.** Within thirty (30) days after any rejection or termination of the Master Lease by a trustee, liquidator, debtor-in-possession or similar person or entity in any bankruptcy, insolvency, reorganization or similar proceeding involving MPT Lessor or the Borrower, the Collateral Agent may require Lessee to enter into a new master lease agreement with the Collateral Agent or a Replacement Landlord under the same terms and conditions as the Master Lease (including any applicable renewal periods) for the period commencing on the date of such new agreement through the last day of the then-remaining term of the Master Lease.

13. **Condemnation; Insurance Proceeds.** In the event any condemnation or other award arising from the condemnation of all or a portion of the Leased Property, and/or insurance proceeds relating to any damage, destruction or other casualty affecting the Leased Property, are paid to the Collateral Agent, the Collateral Agent agrees to apply such award and/or proceeds, as applicable, to compensate Lessee, and/or repair and restore the Leased Property, as and to the extent MPT Lessor would be required to under the Master Lease.

14. **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.

15. **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. If the express terms of this Agreement conflict with the express provisions of the Master Lease, then the express terms of this Agreement shall govern as among Lessee, the Collateral Agent and any Replacement Landlord, including upon any attornment pursuant to this Agreement. This Agreement constitutes compliance with any

provisions in the Master Lease that provide for subordination of the Master Lease to, or for delivery of non-disturbance agreements by the holder of, the Deed of Trust.

16. **Modification**. This Agreement may not be modified or amended except by an instrument in writing signed by the Collateral Agent, MPT Lessor, and Lessee.

17. **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.

18. **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.

19. **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.

20. **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 the Collateral Agent except in connection with an assignment of its interest in the Master Lease which has been consented to by the Collateral Agent or an assignment of its interest in the Master Lease that is expressly permitted under the Master Lease without MPT Lessor's consent. The Collateral Agent 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 Loan Documents and, with respect to MPT Lessor only, the Master Lease, as applicable.

21. **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.

22. **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.

23. **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.

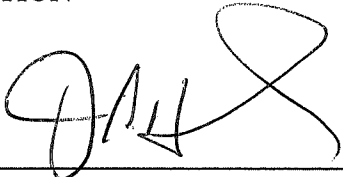
24. **Necessary Action.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

[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.

COLLATERAL AGENT:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: 

Name: James A. Hanley
Title: Senior Vice President


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

STATE OF Delaware

: ss.

COUNTY OF Sussex

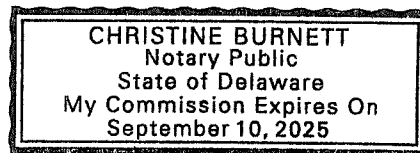
The foregoing instrument was acknowledged before me this 3rd day of April, 2024, by James A. Hanley, the Senior Vice President of U.S. Bank Trust Company, National Association, a national banking association.


NOTARY PUBLIC

Printed Name: Christine Burnett

My Commission Expires: 9-10-25

[AFFIX NOTARY SEAL]



MPT LESSOR:

MPT OF LEHI-STEWARD, LLC

By: Kevin Halleran
Name: Kevin Halleran
Title: Authorized Representative

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

STATE OF Illinois)
 : ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 3 day of April, 2024, by Kevin Halleran, the authorized representative of **MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company.


[AFFIX NOTARY SEAL]

Lisette Ordon
NOTARY PUBLIC
Printed Name: Lisette Ordon
My Commission Expires: 2/1/27



LESSEE:

**CATHOLIC HEALTH INITIATIVES
COLORADO**

By: 
Name: Earl Kreisel
Position: Authorized Signatory

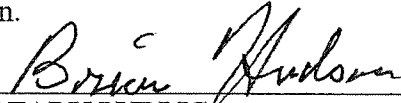
Utah form of acknowledgment (Utah Code Ann. 57-2a-7):

STATE OF Arizona)

: ss.

COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 11 day of April 2024, 2024, by Earl Kreisel, the Authorized Signatory of **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation.


NOTARY PUBLIC
Printed Name: Brian Hudson
My Commission Expires: 12/1/2024

[AFFIX NOTARY SEAL]



EXHIBIT "A"
ATTACHED LEGAL DESCRIPTION

PARCEL 1:

Lot 5, MOUNTAIN POINT MEDICAL CENTER COMMERCIAL SUBDIVISION 1ST AMENDMENT, according to the Official Plat thereof on file and recorded September 25, 2015 as Entry No. 88029:2015 and Map No. 14778 in the Office of the Utah County Recorder, State of Utah.

PARCEL 2:

Together with the beneficial rights as contained within that certain Cross Access Easement Agreement being recorded October 15, 2019 as Entry No. 105864:2019 of Official Records.

Also Known as: 3000 Triumph Boulevard, Lehi, UT 84043

Schedule 1

MPT Lessor

1. MPT of West Valley City, LLC
2. MPT of Salt Lake City-Steward, LLC
3. MPT of Lehi-Steward, LLC
4. MPT of West Jordan-Steward Property, LLC
5. MPT of Layton-Steward Property, LLC

each a Delaware limited liability company, collectively, jointly and severally, as MPT Lessor.