

THIS INSTRUMENT PREPARED BY:
Dentons US LLP
233 South Wacker Drive, Suite 5900
Chicago, Illinois 60606
Attn: Todd Stennes

46-927-0004
46-927-0005
301899

SHARED AREAS AGREEMENT

THIS SHARED AREAS AGREEMENT (the “**Agreement**”) is made and entered into as of July 19, 2023, by and between MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company (the “**Hospital Tract Owner**”), and MOUNTAIN POINT MOB INC., a Delaware corporation (the “**MOB Tract Owner**”, with Hospital Tract Owner and MOB Tract Owner each being an “**Owner**”).

RECITALS

A. The Hospital Tract Owner is the owner of real property located in the City of Lehi, County of Utah, State of Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Hospital Tract**”).

B. The MOB Tract Owner is the owner of real property located in the City of Lehi, County of Utah, State of Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (“**MOB Tract**”; the Hospital Tract and the MOB Tract being sometimes hereinafter collectively referred to as the “**Tracts**”). The MOB Tract is surrounded by the Hospital Tract.

C. The hospital building located on the Hospital Tract (the “**Hospital Building**”) and the medical office building located on the MOB Tract (the “**MOB Building**”, with the Hospital Building and the MOB Building each being a “**Building**”) share certain common areas, including a common entrance, lobby area, elevators, party walls (including any support columns and footings and any roof over said walls) and loading dock (such areas being the “**Shared Areas**”) and also have certain shared or connected systems and equipment, including a fire alarm and fire sprinkler system, security cameras, main electrical system, and computer servers (the “**Shared Systems**”). Portions of the Shared Areas and Shared Systems are located on the Hospital Tract and portions are located on the MOB Tract. The Buildings also share certain common driveways, parking areas and a fire alarm and fire doors system, and the predecessors to the Owners entered into that certain Easement Agreement dated and recorded September 28, 2015 as document number 88679:2015 and that certain Declaration of Restrictive Covenants dated and recorded September 28, 2015 as document number 88626:2015. The Owners are now entering into this Agreement to document

their agreements as to the continued use, operation and maintenance of the Shared Areas and Shared Systems.

D. The Hospital Tract Owner and has leased the Hospital Tract to Catholic Health Initiatives Colorado, a Colorado nonprofit corporation (“**Hospital Tract Tenant**”) pursuant to that certain Master Lease Agreement dated as of February 15, 2023, to be effective as of May 1, 2023 (the “**Hospital Tract Lease**”).

E. Hospital Tract Tenant is also the tenant of the MOB Tract pursuant to that certain Lease dated effective as of May 28, 2015, as amended and assigned from time to time, and as recently assigned to Hospital Tract Tenant by that certain Assignment and Assumption of Leases dated as of May 1, 2023 (the “**MOB Tract Lease**”). The Hospital Tract Lease and the MOB Tract Lease hereinafter collectively referred to as the “**Leases**”).

F. Pursuant to the terms of the Leases, Hospital Tract Tenant, as tenant under both of the Leases (such Hospital Tract Tenant and any successor tenant leasing both the Hospital Tract and the MOB Tract being the “**Tenant**”), Tenant is responsible for and is obligated to maintain, at its sole cost and expense, the Hospital Tract and the MOB Tract, including all common areas and the Shared Systems used in connection with the operations of the MOB Tract and the Hospital Tract. Tenant is executing this Agreement to acknowledge this Agreement and the obligations set forth herein as obligations of Tenant as set forth in the Leases.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Hospital Tract Owner and the MOB Tract Owner hereby covenant and agree as follows:

AGREEMENTS

1. **Easements, Use and Maintenance.** The Owners hereby grant each other perpetual easements for the continued access to and use of the Shared Areas and Shared Systems in the same manner as historically used and operated. Each Owner shall (or shall cause Tenant to) continue to maintain the Shared Areas and Shared Systems located on its Tract in good order, condition and repair (including expeditiously repairing any damage by casualty) at its expense, subject to the terms of this Agreement. If at any time hereafter the Buildings are no longer leased to a common Tenant, then at the request of either Owner the Owners shall cooperate to more specifically delineate and describe the Shared Systems and to agree upon and document a commercially reasonable manner of calculating and sharing the expenses relating thereto.
2. **Indemnification.** MOB Tract Owner shall indemnify and hold the Hospital Tract Owner harmless from and against all claims, liabilities and expenses (including reasonable

attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such MOB Tract Owner, its Permittees, contractors, employees, agents, or others acting on behalf of such Owner. Hospital Tract Owner shall indemnify and hold the MOB Tract Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Hospital Tract Owner, its Permittees, contractors, employees, agents, or others acting on behalf of such Owner. The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Tract, and the respective tenants, employees, agents, contractors, customers, patients, invitees, and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).

3. **Insurance and Taxes.** MOB Tract Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2 above), death, or property damage arising out of the use of the MOB Tract and/or the Hospital Tract by the MOB Tract Owner or its Permittees and naming Hospital Tract Owner as an additional insured. Hospital Tract Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2 above), death, or property damage arising out of the use of the MOB Tract and/or the Hospital Tract by the Hospital Tract Owner or its Permittees and naming MOB Tract Owner as an additional insured. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Tract relating to tax periods such Owner owns its Tract.

4. **Remedies and Enforcement.**

- 4.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- 4.2 **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (or Permittee) (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner

(or Permittee) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon written demand for the reasonable costs thereof, actually incurred and reasonably documented, together with interest at the prime rate then charged by Bank of America, N.A. or its successors or assigns. Notwithstanding the foregoing, an Owner or Permittee may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof, as above described, in the event of an emergency or blockage or material impairment of the easement rights described herein.

- 4.3 **No Lien Rights.** No party or person shall have any lien or lien rights against the Hospital Tract or the MOB Tract or any portion thereof solely by virtue of the provisions of this Agreement.
- 4.4 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 4.5 **No Termination for Breach.** Notwithstanding any provision of this Agreement to the contrary, no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions of this Agreement shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
5. **Term.** The easements, covenants, and conditions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Utah County Recorder's office, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled, or terminated by the written consent of all then record Owners of the Hospital Tract and the MOB Tract.
6. **Miscellaneous.**
- 6.1 **Attorneys' Fees.** In the event a party, institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

- 6.2 **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Hospital Tract and MOB Tract and by Hospital Tract Tenant, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Utah County Recorder's office.
- 6.3 **No Waiver.** No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.
- 6.4 **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 6.5 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 6.6 **Grantee's Acceptance.** The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth in this Agreement with respect to the property so acquired by such grantee.
- 6.7 **Separability.** Each provision of this Agreement and the application thereof to the Hospital Tract and the MOB Tract are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal

description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Tracts by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, whether by the doctrine of merger or otherwise.

- 6.8 **Effect on Leases.** The Owners acknowledge and agree that this Agreement is not intended to amend, modify or alter the terms contained in the Leases and further acknowledge and agree that this Agreement does not bring about any increased cost, expense, liabilities or obligations to Tenant, and does not in any other way change the rights and obligations of Tenant under the Leases.
7. **Time of Essence.** Time is of the essence of this Agreement.
8. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to in this Agreement, and all prior representations, negotiations, and understandings are superseded hereby.
9. **Governing Law.** The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement. The place of any litigation under this Agreement shall be in either the state courts of Utah County or Salt Lake County, Utah or in the federal court of Salt Lake County, Utah. Both parties submit to the jurisdiction of said courts. Nothing contained herein shall prohibit a party from removing any action filed in state court to federal court.
10. **Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Tract, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[END OF TEXT; SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HOSPITAL TRACT OWNER:

MPT OF LEHI-STEWARD LLC,
a Delaware limited liability company

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

By: [Signature]
Name: Rosa Hooper
Title: Senior Vice President &
Assistant Secretary

STATE OF Alabama
COUNTY OF Jefferson

Personally appeared before me, the undersigned Notary Public, Rosa Hooper, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the Senior VP & Asst. Secretary of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of MPT OF LEHI-STEWARD LLC, a Delaware limited liability company, and is authorized by the said limited partnership, as the sole member of said limited liability company to, execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 28th day of June, 2023.

[Signature]
Notary Public

My Commission Expires: 3/30/2026

BIANCIA D. TAURIAC
Notary Public, Alabama State at Large
My Commission Expires March 30, 2026

(Additional signature, notary & exhibit pages follow)

Additional Signature Page for Shared Areas Agreement

MOB TRACT OWNER:

MOUNTAIN POINT MOB INC.,
a Delaware corporation

By: _____
Name: Thomas P. Kelly
Title: Vice President

STATE OF ILLINOIS

COUNTY OF COOK

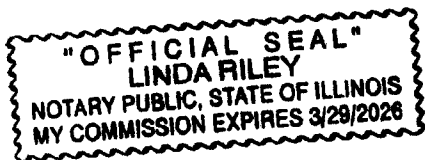
Personally appeared before me, the undersigned Notary Public, in and for the said State and County, within my jurisdiction, the within-named Thomas P. Kelly who acknowledged that he or she is the Vice President of MOUNTAIN POINT MOB INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, he or she executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand and seal this 29th day of June, 2023.

Linda Riley

Notary Public

My Commission Expires: 3/29/2026



(Additional signature, notary & exhibit pages follow)

Additional Signature Page for Shared Areas Agreement

TENANT:

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By: Andrew J Gaasch
Name: Andrew J Gaasch
Title: EVP & CFO

STATE OF Colorado

COUNTY OF Arapahoe

Personally appeared before me, the undersigned Notary Public, Andrew Gaasch with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he or she is the EVP & CFO of Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, and is authorized by the corporation execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 21 day of June, 2023.

Bonnie Roper
Notary Public

My Commission Expires: May, 9, 2027

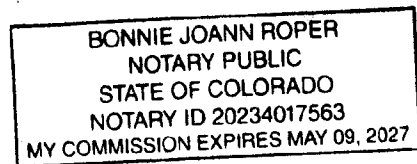


EXHIBIT A

Legal Description of the Hospital Tract

Certain land in Utah County, Utah, being all of Lot 5 of the Mountain Point Medical Center Commercial Subdivision — 1st Amendment located in the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah, all as more particularly shown on plat of record at Entry No. 88029:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

EXHIBIT B

Legal Description of the MOB Tract

Certain land in Utah County, Utah, being all of Lot 4 of the Mountain Point Medical Center Commercial Subdivision — 1st Amendment located in the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah, all as more particularly shown on plat of record at Entry No. 88029:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.