

**Recording Requested By:**

FIRST AMERICAN TITLE INSURANCE COMPANY

**Mountain Point Medical Center  
Lehi, Utah County, Utah**

ENT 27675:2023 PG 1 of 7  
**Andrea Allen**  
**Utah County Recorder**  
2023 May 02 10:58 AM FEE 40.00 BY AC  
RECORDED FOR First American Title Insurance Company  
ELECTRONICALLY RECORDED

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

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

(Space above for Recorder's use only)

TAX PARCEL ID:  
11:032:0441

**MEMORANDUM OF MASTER LEASE AGREEMENT**

**STATE OF UTAH**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF UTAH**

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

A. Lessor and Lessee have entered into that certain Master Lease Agreement, dated February 15, 2023 (as the same may be modified, amended, or restated from time to time, the "Master Lease"), whereby Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real property located in various cities and counties in the State of Utah, including, without

limitation, that certain real property located in the city of Lehi, Utah County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Land"), together with (i) all improvements and fixtures now or hereafter located on the Land as more particularly described in the Master Lease (collectively, the "Leased Improvements"), and (ii) all easements, rights, and appurtenances relating to the Land and the Leased Improvements (together with the Land and Leased Improvements, collectively, the "Leased Property").

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

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

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

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

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

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

5. All of the terms, conditions, provisions and covenants of the Master Lease are incorporated in this Memorandum by reference as though written out at length herein. The Master Lease and this Memorandum shall be deemed to constitute a single instrument; provided, however, that in the event of a conflict between this Memorandum and the Master Lease, the terms and conditions of the Master Lease shall control. This Memorandum contains reference to only selected terms of the Master Lease and reference is made to the full text of the Master Lease for the full terms and conditions. This Memorandum shall not, in any way, alter, amend, modify, or supersede the Master Lease.

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


[ Signatures and acknowledgements appear on the following pages. ]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Master Lease Agreement to be executed by the duly authorized persons to be effective as of the date first above written.

**LESSOR:**

**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

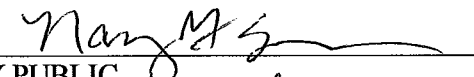
By:   
Name: R. Steven Hamner  
Title: Executive VP & CFO

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

STATE OF NEW YORK ) NANCY GORDON SPINOSA  
Notary Public, State of New York  
: ss. NO. 01SP6391032  
COUNTY OF NEW YORK ) 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.

[AFFIX NOTARY SEAL]


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

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

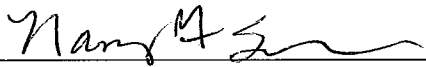
By:   
Name: R. Steven Hamner  
Title: Executive VP & CFO

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

STATE OF NEW YORK ) NANCY GORDON SPINOSA  
Notary Public, State of New York  
: ss. NO. 01SP6391032  
COUNTY OF NEW YORK ) 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

**LESSEE:**

**CATHOLIC HEALTH INITIATIVES  
COLORADO**

By: *Peter Banko*

Name: Peter Banko

Title: President and Chief Executive Officer

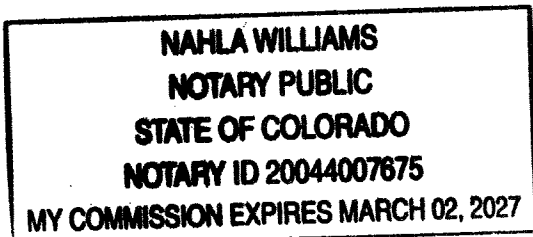
**Utah form of acknowledgment (Utah Code Ann. 57-2a-7):**

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> 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



**Exhibit A**

**Legal Description**

Lot 5, MOUNTAIN POINT MEDICAL CENTER COMMERCIAL SUBDIVISION - 1st AMENDMENT according to the Official Plat thereof as recorded September 2015, as Entry No. 88029:2015 in the Office of the Utah County Recorder, State of Utah.