

CONFIDENTIALITY AGREEMENT (this "Agreement")

In connection with communications between _____ ("Potential Purchaser"), on the one hand, and MPT Operating Partnership, L.P., a Delaware limited partnership or any of its affiliates or subsidiaries (the "Company"), on the other hand, related to certain real property and improvements located in West Monroe, Louisiana, owned by an affiliate of the Company and commonly referred to as Glenwood Medical Mall (collectively, the "Property"), the Company will be given access to certain Confidential Information (as hereinafter defined) regarding Potential Purchaser, and Potential Purchaser will be given certain Confidential Information regarding the Company and the Property. As used herein, the term "Parties" refers to both the Company and Potential Purchaser (and "Party" shall refer to either the Company or Potential Purchaser).

1. **CONFIDENTIAL INFORMATION.** As used herein, the term "**Confidential Information**" means (a) any confidential, non-public or proprietary information relating to the disclosing Party or the Property (including, without limitation, any business records, financial information, business activity, ownership or investor lists, ownership or investor information, service, data, documentation, description, know-how, concept, trade secret, copyright or other intellectual property right), whether disclosed orally, in writing or electronically, or which is otherwise learned by the other Party, and whether disclosed prior to, on or after the date hereof, (b) all data, analyses, compilations, studies or other documents prepared by the receiving Party or its Representatives (as hereinafter defined) that contain or reflect such information, and (c) the fact that the Parties are discussing a potential transaction and the terms thereof; *provided, however,* that the term "Confidential Information" does not include information that (i) is already in the receiving Party's possession, provided that such information is not known by the receiving Party to be subject to another confidentiality agreement with or other obligation of secrecy to the disclosing Party, (ii) becomes generally available to the public other than as a result of a disclosure by the receiving Party or any of its Representatives in breach of this Agreement, (iii) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its representatives, provided that such source is not known by the receiving Party to be bound by a confidentiality agreement with or other obligation of secrecy to the disclosing Party or (iv) has been independently developed by the receiving Party or any of its Representatives without using Confidential Information and without violating any of their respective obligations under this Agreement.

2. **TREATMENT OF CONFIDENTIAL INFORMATION.** As a condition to the disclosing Party furnishing the receiving Party with the Confidential Information, the receiving Party agrees to treat the Confidential Information (whether prepared by the disclosing Party, its advisors or otherwise) in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions herein set forth.

3. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** Each Party agrees that the Confidential Information will, except as otherwise required by law, be kept confidential and will be used by such Party solely for purposes related to the potential business relationship between the Parties; *provided, however,* that any Confidential Information may be disclosed to a Party's officers, directors, employees, agents, advisors, and capital sources (collectively, the "**Representatives**") who need to know the Confidential Information for the purpose of evaluating or providing services in connection with the potential business relationship between the Parties, it being agreed that (A) the number of Representatives shall be limited to the greatest extent reasonably possible, (B) that such Representatives shall be informed of the confidential nature of the Confidential Information, (C) such Representatives shall be directed to treat the Confidential Information confidentially in accordance with the terms of this Agreement and (D) the receiving Party shall be responsible and liable for any breach of confidentiality committed by any

such Representative (it being understood that such responsibility shall be in addition to and does not limit any right or remedy the disclosing Party may have against the receiving Party's Representatives with respect to such breach).

4. **IMPLEMENTATION OF SAFEGUARDS.** The receiving Party further agrees that it shall implement appropriate safeguards and take all necessary measures to protect the confidentiality of the Confidential Information, including segregating the same from any other information in the receiving Party's possession.

5. **REQUIRED OR REQUESTED DISCLOSURE.** If the receiving Party is required by law to disclose any Confidential Information including, but not limited to, the fact that the Parties are in communication regarding a potential business relationship, or the terms thereof, the receiving Party shall (to the extent legally permissible) provide prior notice thereto to the disclosing Party, and shall consult with the disclosing Party concerning language, form and substance of any disclosure of the disclosing Party's Confidential Information. In the event that receiving Party, or its Representatives, are requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information including, but not limited to, the fact that the Parties are in communication regarding the Property, or the terms thereof, the receiving Party will reasonably cooperate with the disclosing Party, at the disclosing Party's expense and provide it with prompt notice of such request(s) (to the extent legally permissible) so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the receiving Party or any of its Representatives are compelled or required by law or the order of any governmental, regulatory or self-regulatory body to disclose any Confidential Information, the receiving Party or such Representative may disclose only that portion of the requested information which it is advised by counsel is legally required to be disclosed, and the receiving Party or such Representative will exercise commercially reasonable efforts at the disclosing Party's expense to obtain reliable assurance that confidential treatment will be accorded such information.

6. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** The receiving Party shall, upon written request of the disclosing Party, return or destroy all of the Confidential Information and all documents, memoranda, notes and other writings whatsoever prepared by the receiving Party or its Representatives based on the Confidential Information; *provided, that*, the receiving Party and its Representatives may retain a copy of any Confidential Information pursuant to their bona fide internal document retention policies or their legal or regulatory obligations for document archival. Neither this Agreement nor the disclosure of the Confidential Information to the receiving Party grants or confers upon the receiving Party any license, ownership right or other right in or to such Confidential Information.

7. **MATERIAL NON-PUBLIC INFORMATION.** Potential Purchaser hereby acknowledges that it and its Representatives are aware that the Confidential Information may contain material non-public information about the Company, and hereby acknowledges and agrees that it and its Representatives shall not utilize the Confidential Information in any manner whatsoever that violates any federal or state law or regulation, including but not limited to federal or state securities laws.

8. **NO OBLIGATION.** Both Parties hereby agree that, unless and until a written definitive agreement between the Parties with respect to the Property has been executed and delivered, no Party will be under any legal obligation of any kind whatsoever with respect to the Property by virtue of this Agreement or any written or oral expression with respect to the Property except, in the case of this Agreement, for the matters specifically agreed to herein. Nothing herein shall be construed (i) as an engagement by Company for Potential Purchaser or any other person or entity to act as Company's broker or agent or (ii) to otherwise obligate Company to pay any fees to Potential Purchaser or any other broker

or agent in connection with any transaction involving the Property or otherwise. The Parties acknowledge that the purpose of this Agreement is solely to address the handling of Confidential Information as provided herein and Potential Purchaser acknowledges and agrees that Company owes no obligation to Potential Purchaser other than relating to confidentiality as expressly set forth herein.

9. **DAMAGES; EQUITABLE RELIEF.** Each Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach (or threatened breach) of this Agreement and that the non-breaching Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach (or threatened breach), without proof of damages, and without the requirement of securing or posting of any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or in equity. The substantially prevailing party in any litigation shall be reimbursed for its litigation costs (including attorneys' fees) by the non-prevailing party. The Parties acknowledge and agree that no failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

10. **TERMINATION.** Unless agreed otherwise in writing, this Agreement and all obligations of the Parties hereunder shall terminate one year after the later of (i) the date of this Agreement or (ii) the date of termination of the business relationship described in this Agreement between the Company and Potential Purchaser.

11. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. The Parties consent to personal jurisdiction in the State of Delaware and agree that any controversy, action, or judicial proceeding arising from or related to this Agreement shall be brought and tried exclusively in the state or federal courts of the State of Delaware.

12. **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 AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE OF ANY PARTY OF THEIR RESPECTIVE RIGHTS HEREUNDER OR IN ANY WAY RELATING TO THIS AGREEMENT (INCLUDING ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

13. **NO STRICT CONSTRUCTION.** This Agreement was negotiated fully and equally between the parties and their legal counsel, and any ambiguity in this Agreement shall not be construed against any particular party as a result of the drafting hereof.

14. **ASSIGNMENT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of, the parties hereto. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment or attempted assignment in contravention of this subsection shall be void ab initio and shall not relieve the assigning party of any obligation under this Agreement.

15. **MISCELLANEOUS.** This Agreement may be modified or waived only by separate writing executed by Potential Purchaser and the Company. This Agreement may be executed in

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GLENWOOD MEDICAL MALL | 102 THOMAS ROAD, WEST MONROE, LA 71291

counterparts and by facsimile or other electronic means, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement represents the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as set forth herein, this Agreement supersedes all prior communications, agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby. This Agreement also applies to Confidential Information accessed through any electronic data room available and supersedes any “click through” acknowledgement or agreement associated with any such electronic data room.

Dated this _____ day of _____, 2026.

MPT OPERATING PARTNERSHIP, L.P.

BY: _____

NAME: _____

ITS: _____

POTENTIAL PURCHASER/ENTITY

BY: _____

NAME: _____

ITS: _____