
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended: September 30, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number: 001-35568 (Healthcare Realty Trust Incorporated)

HEALTHCARE REALTY TRUST INCORPORATED

(Exact name of Registrant as specified in its charter)

Maryland

(State or other jurisdiction of incorporation or organization)

20-4738467

(I.R.S. Employer Identification No.)

3310 West End Avenue, Suite 700

Nashville, Tennessee 37203

(Address of principal executive offices)

(615) 269-8175

(Registrant's telephone number, including area code)

www.healthcarerealty.com

(Internet address)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Class A Common Stock, \$0.01 par value per share	HR	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer
 Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of October 25, 2024, the Registrant had 354,388,216 shares of Common Stock outstanding.

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PART I - FINANCIAL INFORMATION**Item 1. Financial Statements**

Healthcare Realty Trust Incorporated
Condensed Consolidated Balance Sheets
Amounts in thousands, except per share data

	<i>Unaudited</i> SEPTEMBER 30, 2024	DECEMBER 31, 2023
ASSETS		
Real estate properties		
Land	\$ 1,195,116	\$ 1,343,265
Buildings and improvements	10,074,504	10,881,373
Lease intangibles	718,343	836,302
Personal property	9,246	12,718
Investment in financing receivable, net	123,045	122,602
Financing lease right-of-use assets	77,728	82,209
Construction in progress	125,944	60,727
Land held for development	52,408	59,871
Total real estate properties	12,376,334	13,399,067
Less accumulated depreciation and amortization	(2,478,544)	(2,226,853)
Total real estate properties, net	9,897,790	11,172,214
Cash and cash equivalents	22,801	25,699
Assets held for sale, net	156,218	8,834
Operating lease right-of-use assets	259,013	275,975
Investments in unconsolidated joint ventures	417,084	311,511
Goodwill	—	250,530
Other assets, net	491,679	592,368
Total assets	\$ 11,244,585	\$ 12,637,131
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities		
Notes and bonds payable	\$ 4,957,796	\$ 4,994,859
Accounts payable and accrued liabilities	197,428	211,994
Liabilities of assets held for sale	7,919	295
Operating lease liabilities	229,925	229,714
Financing lease liabilities	71,887	74,503
Other liabilities	180,283	202,984
Total liabilities	5,645,238	5,714,349
Commitments and contingencies		
Redeemable non-controlling interests	3,875	3,868
Stockholders' equity		
Preferred stock, \$.01 par value per share; 200,000 shares authorized; none issued and outstanding	—	—
Class A Common stock, \$.01 par value per share; 1,000,000 shares authorized; 355,834 and 380,964 shares issued and outstanding at September 30, 2024, and December 31, 2023, respectively	3,558	3,810
Additional paid-in capital	9,198,004	9,602,592
Accumulated other comprehensive loss	(16,963)	(10,741)
Cumulative net income attributable to common stockholders	481,155	1,028,794
Cumulative dividends	(4,150,328)	(3,801,793)
Total stockholders' equity	5,515,426	6,822,662
Non-controlling interest	80,046	96,252
Total equity	5,595,472	6,918,914
Total liabilities and equity	\$ 11,244,585	\$ 12,637,131

The accompanying notes, together with the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are an integral part of these financial statements.

Healthcare Realty Trust Incorporated
Condensed Consolidated Statements of Operations
For the Three and Nine Months Ended September 30, 2024 and 2023
*Amounts in thousands, except per share data
 Unaudited*

	THREE MONTHS ENDED September 30,		NINE MONTHS ENDED September 30,	
	2024	2023	2024	2023
Revenues				
Rental income	\$ 306,499	\$ 333,335	\$ 932,710	\$ 987,109
Interest income	3,904	4,264	12,307	12,711
Other operating	5,020	4,661	13,533	13,508
	315,423	342,260	958,550	1,013,328
Expenses				
Property operating	120,232	131,639	359,030	379,074
General and administrative	20,124	13,396	48,913	43,796
Transaction costs	719	769	1,545	1,725
Merger-related costs	—	7,450	—	(3,366)
Depreciation and amortization	163,226	182,989	514,821	550,661
	304,301	336,243	924,309	971,890
Other income (expense)				
Gain on sales of real estate properties and other assets	39,310	48,811	77,670	56,974
Interest expense	(60,649)	(66,304)	(184,159)	(195,397)
Gain on extinguishment of debt	—	62	—	62
Impairment of real estate properties and credit loss reserves	(84,394)	(56,873)	(232,450)	(143,510)
Impairment of goodwill	—	—	(250,530)	—
Equity income (loss) from unconsolidated joint ventures	208	(456)	(360)	(1,253)
Interest and other (expense) income, net	(132)	139	(104)	1,278
	(105,657)	(74,621)	(589,933)	(281,846)
Net loss	\$ (94,535)	\$ (68,604)	\$ (555,692)	\$ (240,408)
Net loss attributable to non-controlling interests	1,512	760	8,053	2,680
Net loss attributable to common stockholders	\$ (93,023)	\$ (67,844)	\$ (547,639)	\$ (237,728)
Basic earnings per common share	\$ (0.26)	\$ (0.18)	\$ (1.49)	\$ (0.63)
Diluted earnings per common share	\$ (0.26)	\$ (0.18)	\$ (1.49)	\$ (0.63)
Weighted average common shares outstanding - basic	358,960	378,925	370,254	378,886
Weighted average common shares outstanding - diluted	358,960	378,925	370,254	378,886

The accompanying notes, together with the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are an integral part of these financial statements.

Healthcare Realty Trust Incorporated
Condensed Consolidated Statements of Comprehensive Loss
For the Three and Nine Months Ended September 30, 2024 and 2023
*Amounts in thousands
 Unaudited*

	THREE MONTHS ENDED September 30,		NINE MONTHS ENDED September 30,	
	2024	2023	2024	2023
Net loss	\$ (94,535)	\$ (68,604)	\$ (555,692)	\$ (240,408)
Other comprehensive income (loss)				
Interest rate derivatives				
Reclassification adjustments for gains included in interest expense	(3,641)	(4,168)	(11,169)	(9,874)
(Losses) gains arising during the period on interest rate swaps	(20,662)	12,016	4,839	24,999
	(24,303)	7,848	(6,330)	15,125
Comprehensive loss	(118,838)	(60,756)	(562,022)	(225,283)
Less: comprehensive loss attributable to non-controlling interests	1,866	663	8,161	2,494
Comprehensive loss attributable to common stockholders	\$ (116,972)	\$ (60,093)	\$ (553,861)	\$ (222,789)

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Healthcare Realty Trust Incorporated
Condensed Consolidated Statements of Equity and Redeemable Non-Controlling Interests
For the Three Months Ended September 30, 2024 and 2023

Amounts in thousands, except per share data
Unaudited

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Cumulative Net Income	Cumulative Dividends	Total Stockholders' Equity	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interests
Balance at June 30, 2024	\$ 3,643	\$ 9,340,028	\$ 6,986	\$ 574,178	\$ (4,037,693)	\$ 5,887,142	\$ 83,675	\$ 5,970,817	\$ 3,875
Share-based compensation	—	7,908	—	—	—	7,908	—	7,908	—
Common stock repurchases	(85)	(149,932)	—	—	—	(150,017)	—	(150,017)	—
Redemption of non-controlling interest	—	—	—	—	—	—	(625)	(625)	—
Net loss	—	—	—	(93,023)	—	(93,023)	(1,512)	(94,535)	—
Reclassification adjustments for gains included in net income (interest expense)	—	—	(3,588)	—	—	(3,588)	(53)	(3,641)	—
Losses arising during the period on interest rate swaps	—	—	(20,361)	—	—	(20,361)	(301)	(20,662)	—
Dividends to common stockholders and distributions to non-controlling interest holders (\$0.31 per share)	—	—	—	—	(112,635)	(112,635)	(1,138)	(113,773)	—
Balance at September 30, 2024	\$ 3,558	\$ 9,198,004	\$ (16,963)	\$ 481,155	\$ (4,150,328)	\$ 5,515,426	\$ 80,046	\$ 5,595,472	\$ 3,875
	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Cumulative Net Income	Cumulative Dividends	Total Stockholders' Equity	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interests
Balance at June 30, 2023	\$ 3,808	\$ 9,595,033	\$ 9,328	\$ 1,137,171	\$ (3,565,941)	\$ 7,179,399	\$ 104,018	\$ 7,283,417	\$ 2,487
Issuance of common stock, net of issuance costs	—	33	—	—	—	33	—	33	—
Common stock redemptions	—	8	—	—	—	8	—	8	—
Share-based compensation	1	2,555	—	—	—	2,556	—	2,556	—
Net loss	—	—	—	(67,844)	—	(67,844)	(760)	(68,604)	—
Reclassification adjustments for gains included in net income (interest expense)	—	—	(4,118)	—	—	(4,118)	(50)	(4,168)	—
Gains arising during the period on interest rate swaps	—	—	11,869	—	—	11,869	147	12,016	—
Contributions from redeemable non-controlling interests	—	—	—	—	—	—	—	—	710
Adjustments to redemption value of redeemable non-controlling interests	—	—	—	—	—	—	—	—	(2)
Dividends to common stockholders and distributions to non-controlling interest holders (\$0.31 per share)	—	—	—	—	(118,203)	(118,203)	(1,467)	(119,670)	—
Balance at September 30, 2023	\$ 3,809	\$ 9,597,629	\$ 17,079	\$ 1,069,327	\$ (3,684,144)	\$ 7,003,700	\$ 101,888	\$ 7,105,588	\$ 3,195

The accompanying notes, together with the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are an integral part of these financial statements.

Healthcare Realty Trust Incorporated
Condensed Consolidated Statements of Equity and Redeemable Non-Controlling Interests
For the Nine Months Ended September 30, 2024 and 2023

Amounts in thousands, except per share data
Unaudited

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Cumulative Net Income	Cumulative Dividends	Total Stockholders' Equity	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interests
Balance at December 31, 2023	\$ 3,810	\$ 9,602,592	\$ (10,741)	\$ 1,028,794	\$ (3,801,793)	\$ 6,822,662	\$ 96,252	\$ 6,918,914	\$ 3,868
Issuance of common stock, net of issuance costs	—	104	—	—	—	104	—	104	—
Common stock redemptions	—	(138)	—	—	—	(138)	—	(138)	—
Conversion of OP Units to common stock	2	3,410	—	—	—	3,412	(3,412)	—	—
Share-based compensation	3	14,849	—	—	—	14,852	—	14,852	—
Common stock repurchases	(257)	(422,813)	—	—	—	(423,070)	—	(423,070)	—
Redemption of non-controlling interest	—	—	—	—	—	—	(625)	(625)	—
Net loss	—	—	—	(547,639)	—	(547,639)	(8,053)	(555,692)	—
Reclassification adjustments for gains included in net income (interest expense)	—	—	(11,012)	—	—	(11,012)	(157)	(11,169)	—
Gains arising during the period on interest rate swaps	—	—	4,790	—	—	4,790	49	4,839	—
Contributions from redeemable non-controlling interests	—	—	—	—	—	—	—	—	13
Adjustments to redemption value of redeemable non-controlling interests	—	—	—	—	—	—	—	—	(6)
Dividends to common stockholders and distributions to non-controlling interest holders (0.93 per share)	—	—	—	—	(348,535)	(348,535)	(4,008)	(352,543)	—
Balance at September 30, 2024	\$ 3,558	\$ 9,198,004	\$ (16,963)	\$ 481,155	\$ (4,150,328)	\$ 5,515,426	\$ 80,046	\$ 5,595,472	\$ 3,875
	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Cumulative Net Income	Cumulative Dividends	Total Stockholders' Equity	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interests
Balance at December 31, 2022	\$ 3,806	\$ 9,587,637	\$ 2,140	\$ 1,307,055	\$ (3,329,562)	\$ 7,571,076	\$ 108,742	\$ 7,679,818	\$ 2,014
Issuance of common stock, net of issuance costs	—	112	—	—	—	112	—	112	—
Common stock redemptions	—	(1,587)	—	—	—	(1,587)	—	(1,587)	—
Share-based compensation	3	11,467	—	—	—	11,470	—	11,470	—
Net loss	—	—	—	(237,728)	—	(237,728)	(2,680)	(240,408)	—
Reclassification adjustments for gains included in net income (interest expense)	—	—	(9,757)	—	—	(9,757)	(117)	(9,874)	—
Gains arising during the period on interest rate swaps	—	—	24,696	—	—	24,696	303	24,999	—
Contributions from redeemable non-controlling interests	—	—	—	—	—	—	—	—	1,210
Adjustments to redemption value of redeemable non-controlling interests	—	—	—	—	—	—	—	—	(29)
Dividends to common stockholders and distributions to non-controlling interest holders (0.93 per share)	—	—	—	—	(354,582)	(354,582)	(4,360)	(358,942)	—
Balance at September 30, 2023	\$ 3,809	\$ 9,597,629	\$ 17,079	\$ 1,069,327	\$ (3,684,144)	\$ 7,003,700	\$ 101,888	\$ 7,105,588	\$ 3,195

The accompanying notes, together with the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are an integral part of these financial statements.

Healthcare Realty Trust Incorporated
Condensed Consolidated Statements of Cash Flows
For the Nine Months Ended September 30, 2024 and 2023
Amounts in thousands
Unaudited

OPERATING ACTIVITIES

	NINE MONTHS ENDED September 30,	
	2024	2023
Net loss	\$ (555,692)	\$ (240,408)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	514,821	550,661
Other amortization	35,051	33,822
Share-based compensation	14,852	11,470
Amortization of straight-line rent receivable (lessor)	(20,935)	(29,320)
Amortization of straight-line rent on operating leases (lessee)	2,963	4,600
Gain on sales of real estate properties and other assets	(77,670)	(56,974)
Gain on extinguishment of debt	—	(62)
Impairment of real estate properties and credit loss reserves	232,450	143,510
Impairment of goodwill	250,530	—
Equity loss from unconsolidated joint ventures	360	1,253
Distributions from unconsolidated joint ventures	4,946	4,366
Non-cash interest from financing and notes receivable	(1,610)	(1,067)
Changes in operating assets and liabilities:		
Other assets, including right-of-use-assets	(5,758)	(34,632)
Accounts payable and accrued liabilities	(27,925)	(32,060)
Other liabilities	(2,778)	17,345
Net cash provided by operating activities	363,605	372,504
INVESTING ACTIVITIES		
Acquisitions of real estate	—	(48,106)
Development of real estate	(51,336)	(31,318)
Additional long-lived assets	(186,742)	(156,871)
Funding of mortgages and notes receivable	(3,565)	(14,597)
Investments in unconsolidated joint ventures	—	(3,824)
Investment in financing receivable	(22)	(310)
Contributions from redeemable non-controlling interests	13	710
Proceeds from sales of real estate properties and additional long-lived assets	722,940	366,779
Proceeds from notes receivable repayments	861	—
Net cash provided by investing activities	482,149	112,463
FINANCING ACTIVITIES		
Net borrowings (repayments) on unsecured credit facility	206,000	(149,000)
Repayment on term loan	(250,000)	—
Repayments of notes and bonds payable	(25,130)	(11,988)
Dividends paid	(348,064)	(354,171)
Net proceeds from issuance of common stock	104	110
Common stock redemptions	(321)	(1,834)
Common stock repurchases	(423,070)	—
Distributions to non-controlling interest holders	(3,612)	(3,836)
Redemption of non-controlling interest	(625)	—
Debt issuance and assumption costs	(563)	(529)
Payments made on finance leases	(13)	(12)
Net cash used in financing activities	(845,294)	(521,260)
Increase (decrease) in cash and cash equivalents	460	(36,293)
Cash and cash equivalents at beginning of period	25,699	60,961
Cash and cash equivalents at end of period, including assets held for sale	26,159	24,668
Cash and cash equivalents held for sale	(3,358)	—
Cash and cash equivalents at end of period	\$ 22,801	\$ 24,668

Supplemental Cash Flow Information	NINE MONTHS ENDED September 30,	
	2024	2023
Interest paid	\$ 177,507	\$ 185,402
Mortgage notes receivable taken in connection with sale of real estate	\$ —	\$ 45,000
Invoices accrued for construction, tenant improvements and other capitalized costs	\$ 49,886	\$ 32,590
Mortgage note payable assumed in connection with acquisition of real estate, net	\$ —	\$ 5,284
Capitalized interest	\$ 3,211	\$ 2,077
Contribution of real estate properties into unconsolidated joint venture	\$ 110,879	\$ —

The accompanying notes, together with the Notes to the Consolidated Financial Statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are an integral part of these financial statements.

Note 1. Summary of Significant Accounting Policies**Business Overview**

Healthcare Realty Trust Incorporated (the "Company") is a real estate investment trust ("REIT") that owns, leases, manages, acquires, finances, develops and redevelops income-producing real estate properties associated primarily with the delivery of outpatient healthcare services throughout the United States. As of September 30, 2024, the Company had gross investments of approximately \$12.4 billion in 605 consolidated real estate properties, construction in progress, redevelopments, financing receivables, financing lease right-of-use assets, land held for development and corporate property, excluding held for sale assets. In addition, as of September 30, 2024, the Company had a weighted average ownership interest of approximately 33% in 55 real estate properties held in unconsolidated joint ventures. See Note 2 below for more details regarding the Company's unconsolidated joint ventures. The Company's consolidated real estate properties are located in 34 states and total approximately 35.4 million square feet. The Company provided leasing and property management services to 92% of its portfolio nationwide as of September 30, 2024.

On July 20, 2022, pursuant to that certain Agreement and Plan of Merger dated as of February 28, 2022, by and among Healthcare Realty Trust Incorporated, a Maryland corporation (now known as HRTI, LLC, a Maryland limited liability company) ("Legacy HR"), Healthcare Trust of America, Inc., a Maryland corporation (now known as Healthcare Realty Trust Incorporated) ("Legacy HTA"), Healthcare Trust of America Holdings, LP, a Delaware limited partnership (now known as Healthcare Realty Holdings, L.P.) (the "OP"), and HR Acquisition 2, LLC, a Maryland limited liability company ("Merger Sub"), Merger Sub merged with and into Legacy HR, with Legacy HR continuing as the surviving entity and a wholly-owned subsidiary of Legacy HTA (the "Merger"). The combined company operates under the name "Healthcare Realty Trust Incorporated" and its shares of class A common stock, \$0.01 par value per share, trade on the New York Stock Exchange under the ticker symbol "HR".

The Company is structured as an umbrella partnership REIT under which substantially all of its business is conducted through the OP, the day-to-day management of which is exclusively controlled by the Company. As of September 30, 2024, the Company owned 98.5% of the issued and outstanding units of the OP ("OP Units"), with other investors owning the remaining 1.5% of the OP's issued and outstanding units.

Any references to square footage or occupancy percentage, and any amounts derived from these values in these notes to the Company's Condensed Consolidated Financial Statements, are outside the scope of our independent registered public accounting firm's review.

Basis of Presentation

The Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. They do not include all of the information and footnotes required by GAAP for complete financial statements. All material intercompany transactions and balances have been eliminated in consolidation.

This interim financial information should be read in conjunction with the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023. Management believes that all adjustments of a normal, recurring nature considered necessary for a fair presentation have been included. In addition, the interim financial information does not necessarily represent or indicate what the operating results will be for the year ending December 31, 2024 for many reasons including, but not limited to, acquisitions, dispositions, capital financing transactions, changes in interest rates and the effects of other trends, risks and uncertainties.

Principles of Consolidation

The Company's Condensed Consolidated Financial Statements include the accounts of the Company, its wholly owned subsidiaries, and joint ventures and partnerships where the Company controls the operating activities. GAAP requires us to identify entities for which control is achieved through means other than voting rights and to determine which business enterprise is the primary beneficiary of variable interest entities ("VIEs"). Accounting Standards Codification ("ASC") Topic 810, Consolidation broadly defines a VIE as an entity in which either (i) the equity investors as a group, if any, lack the power through voting or similar rights to direct the activities of such entity that most significantly impact such entity's economic performance or (ii) the equity investment at risk is insufficient to finance that entity's activities without additional subordinated financial support. The Company identifies the

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

primary beneficiary of a VIE as the enterprise that has both of the following characteristics: (i) the power to direct the activities of the VIE that most significantly impact the entity's economic performance and (ii) the obligation to absorb losses or receive benefits of the VIE that could potentially be significant to the entity. The Company consolidates its investment in a VIE when it determines that it is the VIE's primary beneficiary, with any minority interests reflected as non-controlling interests or redeemable non-controlling interests in the accompanying Condensed Consolidated Financial Statements.

The Company may change its original assessment of a VIE upon subsequent events, such as the modification of contractual arrangements that affect the characteristics or adequacy of the entity's equity investments at risk, the disposition of all or a portion of an interest held by the primary beneficiary, or changes in facts and circumstances that impact the power to direct activities of the VIE that most significantly impacts economic performance. The Company performs this analysis on an ongoing basis.

For property holding entities not determined to be VIEs, the Company consolidates such entities in which it owns 100% of the equity or has a controlling financial interest evidenced by ownership of a majority voting interest. All intercompany balances and transactions are eliminated in consolidation. For entities in which the Company owns less than 100% of the equity interest, the Company consolidates the entity if it has the direct or indirect ability to control the entities' activities based upon the terms of the respective entities' ownership agreements.

The OP is 98.5% owned by the Company. Other holders of OP Units are considered to be non-controlling interest holders in the OP and their ownership interests are reflected as equity in the accompanying Condensed Consolidated Balance Sheets. Further, a portion of the earnings and losses of the OP are allocated to non-controlling interest holders based on their respective ownership percentages. Upon conversion of OP Units to common stock, any difference between the fair value of the common stock issued and the carrying value of the OP Units converted to common stock is recorded as a component of equity. As of September 30, 2024, there were approximately 5.3 million OP Units, or 1.5% of OP Units issued and outstanding, held by non-controlling interest holders. Additionally, the Company is the primary beneficiary of this VIE. Accordingly, the Company consolidates its interests in the OP.

As of September 30, 2024, the Company had four consolidated VIEs (including one held for sale), in addition to the OP, consisting of joint venture investments in which the Company is the primary beneficiary of the VIE based on the combination of operational control and the rights to receive residual returns or the obligation to absorb losses arising from the joint ventures. Accordingly, such joint ventures have been consolidated, and the table below summarizes the balance sheets of consolidated VIEs, excluding the OP, in the aggregate:

	September 30, 2024
Assets:	
Total real estate properties, net	\$ 99,946
Cash and cash equivalents	162
Other assets, net	806
Assets held for sale, net	<u>32,264</u>
Total assets	<u><u>\$ 133,178</u></u>
Liabilities:	
Accrued expenses and other liabilities	\$ 9,217
Liabilities held for sale, net	509
Total liabilities	<u><u>\$ 9,726</u></u>

As of September 30, 2024, the Company had three unconsolidated VIEs consisting of two notes receivable and one joint venture. The Company does not have the power or economic interests to direct the activities of these VIEs on a stand-alone basis, and therefore it was determined that the Company was not the primary beneficiary. As a result, the Company accounts for the two notes receivable as amortized cost and a joint venture arrangement under the equity method.

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

See below for additional information regarding the Company's unconsolidated VIEs.

(dollars in thousands) ORIGINATION DATE	LOCATION	SOURCE	CARRYING AMOUNT	MAXIMUM EXPOSURE TO LOSS
2021	Houston, TX ¹	Notes receivable	\$ 20,500	\$ 20,500
2021	Charlotte, NC ¹	Notes receivable	7,285	7,332
2022	Texas ²	Joint venture	57,955	57,955

¹ Assumed mortgage notes receivable in connection with the Merger.

² Includes investments in seven properties.

As of September 30, 2024, the Company's unconsolidated joint venture arrangements were accounted for using the equity method of accounting as the Company exercised significant influence over but did not control these entities. See Note 2 below for more details regarding the Company's unconsolidated joint ventures.

Use of Estimates in the Condensed Consolidated Financial Statements

Preparation of the Condensed Consolidated Financial Statements in accordance with GAAP requires management to make estimates and assumptions that affect amounts reported in the Condensed Consolidated Financial Statements and accompanying notes. Actual results may differ from those estimates.

Redeemable Non-Controlling Interests

The Company accounts for redeemable equity securities in accordance with ASC Topic 480: Accounting for Redeemable Equity Instruments, which requires that equity securities redeemable at the option of the holder, not solely within our control, be classified outside permanent stockholders' equity. The Company classifies redeemable equity securities as redeemable non-controlling interests in the accompanying Condensed Consolidated Balance Sheets. Accordingly, the Company records the carrying amount at the greater of the initial carrying amount (increased or decreased for the non-controlling interest's share of net income or loss and distributions) or the redemption value. The Company measures the redemption value and records an adjustment to the carrying value of the equity securities as a component of redeemable non-controlling interest. As of September 30, 2024, the Company had redeemable non-controlling interests of \$3.9 million.

Asset Impairment

The Company assesses the potential for impairment of identifiable, definite-lived, intangible assets and long-lived assets, including real estate properties, whenever the occurrence of an event or a change in circumstances indicates that the carrying value might not be fully recoverable. Indicators of impairment may include significant underperformance of an asset relative to historical or expected operating results; significant changes in the Company's use of assets or the strategy for its overall business; plans to sell an asset before its depreciable life has ended; the expiration of a significant portion of leases in a property; or significant negative economic trends or negative industry trends for the Company or its tenants. During the three and nine months ended September 30, 2024, the Company recognized real estate impairments totaling \$37.6 million and \$174.5 million, respectively, as a result of completed and planned disposition activity.

As of September 30, 2024, 11 real estate properties totaling \$52.6 million were measured at fair value using level 3 fair value hierarchy. The level 3 fair value techniques included brokerage estimates, letters of intent, and unexecuted purchase and sale agreements, less estimated closing costs.

Goodwill Impairment

During the first quarter of 2024, the Company experienced a sustained decline in the price per share of its common stock, which was identified as an indicator of goodwill impairment. As a result, a goodwill evaluation was performed. As of the measurement date, the Company's current operations are carried out through a single reporting unit that had a carrying value of approximately \$12.0 billion. The Company determined that the carrying value exceeded estimated fair value and therefore an impairment of goodwill was recorded. The Company recorded a \$250.5 million full impairment of its goodwill, which is recorded as a non-cash charge in "Impairment of goodwill" in the Condensed Consolidated Statements of Operations.

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

Investments in Leases - Financing Receivables, Net

In accordance with ASC Topic 842: Leases, for transactions in which the Company enters into a contract to acquire an asset and leases it back to the seller (i.e., a sale leaseback transaction), control of the asset is not considered to have transferred when the seller-lessee has a purchase option. As a result, the Company does not recognize the underlying real estate asset but instead recognizes a financial asset in accordance with ASC Topic 310: Receivables. See below for additional information regarding the Company's financing receivables.

(dollars in thousands)	ORIGINATION DATE	LOCATION	INTEREST RATE	CARRYING VALUE as of SEPTEMBER 30, 2024	
May 2021		Poway, CA	5.71%	\$ 115,683	
November 2021		Columbus, OH	6.48%	7,362	
				\$ 123,045	

Real Estate Notes Receivable

Real estate notes receivable consists of mezzanine and other real estate loans, which are generally collateralized by a pledge of the borrower's ownership interest in the respective real estate owner, a mortgage or deed of trust, and/or corporate guarantees. Real estate notes receivable are intended to be held to maturity and are recorded at amortized cost, net of unamortized loan origination costs and fees and allowance for credit losses. As of September 30, 2024, real estate notes receivable, net, which are included in Other assets on the Company's Condensed Consolidated Balance Sheets, totaled \$121.7 million.

(dollars in thousands)	ORIGINATION	MATURITY	STATED INTEREST RATE	MAXIMUM LOAN COMMITMENT	OUTSTANDING as of SEPTEMBER 30, 2024	INTEREST RECEIVABLE (OTHER ASSETS)	ALLOWANCE FOR CREDIT LOSSES	FAIR VALUE DISCOUNT AND FEES	CARRYING VALUE as of SEPTEMBER 30, 2024
Mezzanine loans									
Texas	6/24/2021	6/24/2024	8.00 % \$	54,119 \$	54,119 \$	906 \$	(51,958) \$	(3,067) \$	—
Arizona	12/21/2023	12/20/2026	9.00 %	6,000	6,000	36	—	—	6,036
				60,119	60,119	942	(51,958)	(3,067)	6,036
Mortgage loans									
Texas ¹	6/30/2021	12/02/2024	7.00 %	31,150	31,150	551	(11,201)	—	20,500
North Carolina ²	12/22/2021	12/22/2024	8.00 %	6,000	6,000	1,332	—	(47)	7,285
Florida	5/17/2022	2/27/2026	6.00 %	65,000	35,721	179	—	(29)	35,871
California	3/30/2023	3/29/2026	6.00 %	45,000	45,000	177	—	—	45,177
Florida	12/28/2023	12/28/2026	9.00 %	7,700	6,839	—	—	—	6,839
				154,850	124,710	2,239	(11,201)	(76)	115,672
				\$ 214,969 \$	184,829 \$	3,181 \$	(63,159) \$	(3,143) \$	121,708

¹ During the second quarter of 2024, the Company determined that an allowance for credit loss of \$1.2 million was needed on this mortgage loan. The reserve amount consists of approximately \$10.7 million of principal and approximately \$0.5 million of interest. Additionally, the maturity date on this mortgage loan was extended to December 2, 2024.

² Outstanding principal and interest due upon maturity.

Allowance for Credit Losses

Pursuant to ASC Topic 326: Financial Instruments - Credit Losses, the Company adopted a policy to evaluate current expected credit losses at the inception of loans qualifying for treatment under ASC Topic 326. The Company utilizes a probability of default method approach for estimating current expected credit losses and evaluates the liquidity and creditworthiness of its borrowers on a quarterly basis to determine whether any updates to the future expected losses recognized upon inception are necessary. The Company's evaluation considers industry and economic conditions, credit enhancements, liquidity, and other factors. The determination of the credit allowance is based on a quarterly evaluation of all outstanding loans, including general economic conditions and estimated collectability of loan payments. The Company evaluates the collectability of loan receivables based on a combination of credit quality indicators, including, but not limited to, payment status, historical loan charge-offs, financial strength of the borrower and guarantors, and nature, extent, and value of the underlying collateral. A loan is considered to have deteriorated credit quality when, based on current information and events, it is probable that the Company will be

unable to collect all amounts due as scheduled according to the contractual terms of the loan agreement. For those loans identified as having deteriorated credit quality, the amount of credit loss is determined on an individual basis. Placement on non-accrual status may be required. Consistent with this definition, all loans on non-accrual status are deemed to have deteriorated credit quality. To the extent circumstances improve and the risk of collectability is diminished, the loan may return to income accrual status. While a loan is on non-accrual status, any cash receipts are applied against the outstanding principal balance.

During the first quarter of 2023, the Company determined that the risk of credit loss on two of its mezzanine loans was no longer remote and recorded a credit loss reserve of \$5.2 million. During the nine months ended September 30, 2024, the Company determined that an additional allowance of \$46.8 million was needed on these two mezzanine loans. Additionally, during the nine months ended September 30, 2024 the Company determined the risk of credit loss on one of its mortgage notes receivable was no longer remote and recorded a credit loss reserve of \$11.2 million, for a total of \$58.0 million in total credit loss reserves year-to-date. The Company utilized the level 3 fair value hierarchy, which included a brokerage estimate on the underlying collateral of the mortgage loan, to determine the amount of credit loss reserve.

The following table summarizes the Company's allowance for credit losses on real estate notes receivable:

Dollars in thousands	NINE MONTHS ENDED SEPTEMBER 30, 2024	TWELVE MONTHS ENDED DECEMBER 31, 2023
Allowance for credit losses, beginning of period	\$ 5,196	—
Credit loss reserves	57,963	5,196
Allowance for credit losses, end of period	\$ 63,159	\$ 5,196

Interest Income

Income from Lease Financing Receivables

The Company recognized the related income from two financing receivables totaling \$2.1 million and \$6.3 million, respectively, for the three and nine months ended September 30, 2024, and \$2.0 million and \$6.2 million, respectively, for the three and nine months ended September 30, 2023, based on an imputed interest rate over the terms of the applicable lease. As a result, the interest recognized from the financing receivable in any particular period will not equal the cash payments from the lease agreement in that period.

Acquisition costs incurred in connection with entering into the financing receivable are treated as loan origination fees. These costs are classified with the financing receivable and are included in the balance of the net investment. Amortization of these amounts will be recognized as a reduction to Interest income over the life of the lease.

Income from Real Estate Notes Receivable

The Company recognized interest income related to real estate notes receivable of \$1.8 million and \$6.0 million, respectively, for the three and nine months ended September 30, 2024, and \$2.3 million and \$6.5 million, respectively, for the three and nine months ended September 30, 2023. The Company recognizes interest income on an accrual basis unless the Company has determined that collectability of contractual amounts is not reasonably assured, at which point the note is placed on non-accrual status and interest income is recognized on a cash basis. In 2023, the Company placed two of its real estate notes receivable on non-accrual status and accordingly did not recognize any interest income for the three and nine month periods ended September 30, 2024. In the second quarter of 2024, the Company placed one of its real estate notes receivable with a principal balance, net of credit loss, of \$20.5 million on non-accrual status.

Revenue from Contracts with Customers (ASC Topic 606)

The Company recognizes certain revenue under the core principle of ASC Topic 606. This topic requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Lease revenue is not within the scope of ASC Topic 606. To achieve the core principle, the Company applies the five-step model specified in the guidance.

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

Revenue that is accounted for under ASC Topic 606 is segregated on the Company's Condensed Consolidated Statements of Operations in the Other operating line item. This line item includes parking income, management fee income and other miscellaneous income. Below is a detail of the amounts by category:

in thousands	THREE MONTHS ENDED September 30,		NINE MONTHS ENDED September 30,	
	2024	2023	2024	2023
Type of Revenue				
Parking income	\$ 2,363	\$ 2,751	\$ 7,372	\$ 7,511
Management fee income/other ¹	\$ 2,657	\$ 1,910	\$ 6,161	\$ 5,997
	\$ 5,020	\$ 4,661	\$ 13,533	\$ 13,508

¹ Includes the recovery of certain expenses under the financing receivable as outlined in the management agreement.

The Company's major types of revenue that are accounted for under Topic 606 that are listed above are all accounted for as the performance obligation is satisfied. The performance obligations that are identified for each of these items are satisfied over time, and the Company recognizes revenue monthly based on this principle.

New Accounting Pronouncements

On November 27, 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-07, Segment Reporting (*Topic 280*). Some of the main provisions of this update to segment reporting include; (i) a requirement to disclose significant segment expenses, on an annual and interim basis, that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss; (ii) a requirement to disclose the title and position of the CODM and an explanation of how the CODM uses the reported measures of segment profit or loss in assessing segment performance and deciding how to allocate resources, and (iii) a requirement that an entity that has a single reportable segment provide all the disclosures required by the amendments in this update.

The update is effective for annual reporting periods beginning after December 15, 2023, and interim periods beginning after December 15, 2024. Early adoption is permitted. At this time, the Company does not expect that the adoption of this ASU will have a material impact on its consolidated financial statements other than compliance with these new disclosure requirements, which will begin with the Company's Annual Report on Form 10-K for the year ending December 31, 2024.

Note 2. Real Estate Investments

2024 Acquisition Activity

The Company had no real estate acquisition activity for the nine months ended September 30, 2024.

Unconsolidated Joint Ventures

The Company's investment in and income (losses) recognized for the three and nine months ended September 30, 2024 and 2023 related to its unconsolidated joint ventures accounted for under the equity method are shown in the table below:

Dollars in thousands	THREE MONTHS ENDED September 30,		NINE MONTHS ENDED September 30,	
	2024	2023	2024	2023
Investments in unconsolidated joint ventures, beginning of period	\$ 374,841	\$ 327,245	\$ 311,511	\$ 327,248
New investment during the period ¹	44,332	—	110,879	3,824
Equity income (loss) recognized during the period	208	(456)	(360)	(1,253)
Owner distributions	(2,297)	(1,336)	(4,946)	(4,366)
Investments in unconsolidated joint ventures, end of period	\$ 417,084	\$ 325,453	\$ 417,084	\$ 325,453

¹ In the third quarter of 2024, the Company contributed seven properties into a new joint venture in which it retained 20% ownership interest. The Company also contributed four properties into a joint venture entered into in the second quarter of 2024, for a total of 15 properties, in which it

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

retained a 20% ownership interest. See 2024 "Real Estate Asset Dispositions" below for additional information. In 2023, there was an additional investment in an existing joint venture in which the Company retained a 40% ownership interest. The investment consisted of the Company's contribution of a property in Dallas, TX to the joint venture.

2024 Real Estate Asset Dispositions

The following table details the Company's dispositions and joint venture contributions for the nine months ended September 30, 2024.

Dollars in thousands	DATE DISPOSED	SALE PRICE	CLOSING ADJUSTMENTS	NET PROCEEDS	NET REAL ESTATE INVESTMENT	OTHER (INCLUDING RECEIVABLES)	GAIN/(IMPAIRMENT)	SQUARE FOOTAGE
Albany, NY	4/1/24	\$ 725	\$ (60)	\$ 665	\$ 765	\$ (82)	\$ (18)	14,800
San Angelo, TX	4/12/24	5,085	(128)	4,957	4,917	66	(26)	24,580
Houston, TX	5/20/24	250	(9)	241	713	(520)	48	37,040
Multiple ¹	5/23/24	284,348	(14,270)	270,078	254,176	25,836	(9,934)	556,274
Denver, CO	5/30/24	19,000	(628)	18,372	18,522	165	(315)	37,130
Austin, TX ¹	6/6/24	54,858	(1,575)	53,283	27,964	623	24,696	129,879
Minneapolis, MN	6/21/24	1,082	(144)	938	303	43	592	50,291
Greensboro/Raleigh, NC ²	6/28/24	99,518	(2,835)	96,683	86,810	906	8,967	309,424
Albany, NY	8/2/24	6,300	(847)	5,453	5,528	486	(561)	180,000
Charlotte, NC	8/6/24	26,670	(395)	26,275	14,853	613	10,809	90,633
Charleston, SC	8/13/24	14,500	(589)	13,911	11,488	1	2,422	46,711
Multiple ¹	8/23/24	118,000	(8,615)	109,385	113,956	548	(5,119)	266,782
Multiple ³	8/27/24	177,250	(7,085)	170,165	169,545	5,363	(4,743)	473,003
Austin, TX	9/13/24	42,281	(1,257)	41,024	14,561	425	26,038	76,246
Raleigh, NC	9/26/24	1,813	(27)	1,786	1,694	50	42	5,934
Total dispositions		\$ 851,680	\$ (38,464)	\$ 813,216	\$ 725,795	\$ 34,523	\$ 52,898	2,298,727

¹ The Company contributed the following medical outpatient properties to a joint venture in which the Company retained 20% ownership: one in each of Raleigh, NC, New York, NY, Philadelphia, PA, Atlanta, GA, Austin, TX, Houston, TX, Miami, FL, and Denver, CO; two medical outpatient properties in Los Angeles, CA and five in Seattle, WA. Sale price and square footage reflect the total sale price paid by the joint venture and total square footage of the property. The net proceeds to the Company related to these dispositions totaled \$343.1 million.

² The Company sold seven medical outpatient properties in Greensboro, NC and two medical outpatient properties in Raleigh, NC to a single buyer in a single transaction.

³ The Company contributed the following medical outpatient properties to a joint venture in which the Company retained 20% ownership: two in each of Nashville, TN and Denver, CO; one in each of Dallas, TX, San Antonio, TX and Atlanta, GA. Sale price and square footage reflect the total sale price paid by the joint venture and total square footage of the property. The net proceeds to the Company related to these dispositions totaled \$148.9 million.

Subsequent to September 30, 2024, the Company disposed of the following properties, which were classified as held for sale as of September 30, 2024:

Dollars in thousands	Date Disposed	Sale Price	Square Footage
Houston, TX ¹	10/3/24	\$ 12,000	140,012
Greensboro, NC	10/9/24	12,514	35,373
Des Moines, IA	10/15/24	31,750	95,486
Albany, NY	10/15/24	9,500	80,676
Salt Lake City, UT ²	10/24/24	30,712	112,192
Miami, FL	10/25/24	36,789	102,186
Miami, FL	10/25/24	17,767	60,761
Total		\$ 151,032	\$ 626,686

¹ The Company provided seller financing of approximately \$9.6 million in connection with this sale.

² The Company sold a medical outpatient property that was included in a consolidated joint venture in which the Company held 63% ownership interest.

Assets Held for Sale

The Company had 10 properties classified as assets held for sale as of September 30, 2024, and one property classified as assets held for sale as of December 31, 2023. The table below reflects the assets and liabilities classified as held for sale as of September 30, 2024, and December 31, 2023:

Dollars in thousands	September 30, 2024	December 31, 2023
Balance Sheet data:		
Land	\$ 38,469	\$ 1,850
Building and improvements	117,241	6,779
Lease intangibles	16,716	1,017
Personal property	65	—
Land held for development	5,000	—
Accumulated depreciation	177,491	9,646
Real estate assets held for sale, net ¹	(33,997)	(913)
Cash and cash equivalents	3,358	—
Operating lease right-of-use assets	3,160	—
Other assets, net	6,206	101
Assets held for sale, net	\$ 156,218	\$ 8,834
Accounts payable and accrued liabilities	\$ 3,494	\$ 23
Operating lease liabilities	2,741	—
Other liabilities	1,684	272
Liabilities of assets held for sale	\$ 7,919	\$ 295
Non-controlling interest held for sale	\$ 11,147	\$ —

1 Net real estate assets held for sale include the impact of \$ 34.6 million of impairment charges for the nine months ended September 30, 2024.

Note 3. Leases*Lessor Accounting*

The Company's properties generally are leased pursuant to non-cancelable, fixed-term operating leases with expiration dates through 2052. Some leases provide tenants with fixed rent renewal terms while others have market rent renewal terms. Some leases provide the lessee, during the term of the lease, with an option or right of first refusal to purchase the leased property. The Company's single-tenant net leases generally require the lessee to pay minimum rent and all taxes (including property tax), insurance, maintenance and other operating costs associated with the leased property.

The Company's leases typically have escalators that are either based on a stated percentage or an index such as the Consumer Price Index ("CPI"). In addition, most of the Company's leases include non-lease components, such as reimbursement of operating expenses as additional rent, or include the reimbursement of expected operating expenses as part of the lease payment. The Company adopted an accounting policy to combine lease and non-lease components. Rent escalators based on indices and reimbursements of operating expenses that are not included in the lease rate are considered variable lease payments. Variable payments are recognized in the period earned. Lease income for the Company's operating leases, recognized for the three and nine months ended September 30, 2024 was \$306.5 million and \$932.7 million, respectively. Lease income for the Company's operating leases, recognized for the three and nine months ended September 30, 2023 was \$333.3 million and \$987.1 million, respectively.

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

Future lease payments under the non-cancelable operating leases, excluding any reimbursements and one sales-type lease, as of September 30, 2024, were as follows:

<i>Dollars in thousands</i>	OPERATING
2024	\$ 218,129
2025	836,208
2026	748,331
2027	629,408
2028	513,690
2029 and thereafter	1,683,468
	\$ 4,629,234

Lessee Accounting

The Company is obligated, as the lessee, under operating lease agreements consisting primarily of the Company's ground leases. As of September 30, 2024, the Company had 217 properties totaling 16.3 million square feet that were held under ground leases. Some of the Company's ground lease renewal terms are based on fixed rent renewal terms, and others have market rent renewal terms. These ground leases typically have initial terms of 40 to 99 years with expiration dates through 2119. Any rental increases related to the Company's ground leases are generally stated in the lease or based on CPI. The Company had 73 prepaid ground leases as of September 30, 2024. The amortization of the prepaid rent, included in the operating lease right-of-use asset, represented approximately \$0.3 million and \$0.3 million of the Company's rental expense for the three months ended September 30, 2024 and 2023, respectively, and \$0.0 million and \$1.0 million for the nine months ended September 30, 2024 and 2023, respectively.

The Company's future lease payments (primarily for its 144 non-prepaid ground leases) as of September 30, 2024, were as follows:

<i>Dollars in thousands</i>	OPERATING	FINANCING
2024	\$ 2,930	\$ 816
2025	12,769	2,070
2026	12,900	2,106
2027	13,103	2,145
2028	13,239	2,177
2029 and thereafter	688,868	385,382
Total undiscounted lease payments	743,809	394,696
Discount	(513,884)	(322,809)
Lease liabilities	\$ 229,925	\$ 71,887

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

The following table provides details of the Company's total lease expense for the three and nine months ended September 30, 2024 and 2023:

Dollars in thousands	THREE MONTHS ENDED September 30,		NINE MONTHS ENDED September 30,	
	2024	2023	2024	2023
Operating lease cost				
Operating lease expense	\$ 4,484	\$ 5,312	\$ 13,549	\$ 15,748
Variable lease expense	1,240	2,417	3,782	6,788
Finance lease cost				
Amortization of right-of-use assets	383	387	1,162	1,161
Interest on lease liabilities	934	928	2,814	2,770
Total lease expense	\$ 7,041	\$ 9,044	\$ 21,307	\$ 26,467
Other information				
Operating cash flows outflows related to operating leases	\$ 3,513	\$ 5,281	\$ 12,441	\$ 16,475
Operating cash flows outflows related to financing leases	504	524	1,658	1,592
Financing cash flows outflows related to financing leases	4	7	13	12
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 1,294	—	\$ 3,855	—
Weighted-average years remaining lease term (excluding renewal options) - operating leases	44.5	47.5		
Weighted-average years remaining lease term (excluding renewal options) - finance leases	58.0	58.2		
Weighted-average discount rate - operating leases	5.7 %	5.8 %		
Weighted-average discount rate - finance leases	5.0 %	5.0 %		

Note 4. Notes and Bonds Payable

The table below details the Company's notes and bonds payable as of September 30, 2024, and December 31, 2023.

Dollars in thousands	MATURITY DATE	BALANCE ¹ AS OF		EFFECTIVE INTEREST RATE as of 9/30/2024
		9/30/2024	12/31/2023	
\$1.5 billion Unsecured Credit Facility ²	10/25	\$ 206,000	—	5.79 %
\$200 million Unsecured Term Loan ³	5/25	199,833	199,903	6.24 %
\$350 million Unsecured Term Loan ^{4,5}	7/25	99,740	349,798	6.24 %
\$300 million Unsecured Term Loan	10/25	299,975	299,958	6.24 %
\$150 million Unsecured Term Loan	6/26	149,753	149,643	6.24 %
\$200 million Unsecured Term Loan	7/27	199,606	199,502	6.24 %
\$300 million Unsecured Term Loan	1/28	298,603	298,288	6.24 %
Senior Notes due 2025	5/25	249,771	249,484	4.12 %
Senior Notes due 2026	8/26	584,836	579,017	4.94 %
Senior Notes due 2027	7/27	486,990	483,727	4.76 %
Senior Notes due 2028	1/28	297,877	297,429	3.85 %
Senior Notes due 2030	2/30	583,330	575,443	5.30 %
Senior Notes due 2030	3/30	297,086	296,780	2.72 %
Senior Notes due 2031	3/31	296,214	295,832	2.25 %
Senior Notes due 2031	3/31	662,719	649,521	5.13 %
Mortgage notes payable	9/24-12/26	45,463	70,534	3.57% - 6.88%
		\$ 4,957,796	\$ 4,994,859	

¹ Balance is presented net of discounts and issuance costs and inclusive of premiums, where applicable.

² As of September 30, 2024, the Company had \$1.3 billion available to be drawn on its \$1.5 billion Unsecured Credit Facility.

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

3 In April 2024, the Company exercised its option to extend the maturity date for one year to May 2025 for a fee of approximately \$0.3 million.
 4 In June 2024, the Company repaid \$100 million of the initial \$350 million Unsecured Term Loan and exercised its second option to extend the maturity date for one year to July 2025 for a fee of approximately \$0.3 million.
 5 In September 2024, the Company repaid an additional \$150 million of the \$350 million Unsecured Term Loan. In October 2024, the Company repaid the remaining \$100 million outstanding on this loan.

Changes in Debt Structure

On January 6, 2024, the Company repaid in full at maturity a mortgage note payable bearing interest at a rate of 4.77% per annum with an outstanding principal balance of \$11.3 million. The mortgage note encumbered a 63,012 square foot property in California.

On February 1, 2024, the Company repaid in full at maturity a mortgage note payable bearing interest at a rate of 4.12% per annum with an outstanding principal balance of \$5.6 million. The mortgage note encumbered a 40,324 square foot property in Georgia.

On September 1, 2024, the Company repaid in full at maturity a mortgage note payable bearing interest at a rate of 4.15% per annum with an outstanding principal balance of \$6.9 million. The mortgage note encumbered a 64,143 square foot property in Minnesota.

Note 5. Derivative Financial Instruments

Risk Management Objective of Using Derivatives

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk, primarily by managing the amount, sources, and duration of its assets and liabilities and the use of derivative financial instruments.

Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates. The Company's derivative financial instruments are used to manage differences in the amount, timing, and duration of the Company's known or expected cash receipts and its known or expected cash payments principally related to the Company's borrowings.

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Such derivatives were used to hedge the variable cash flows associated with existing variable-rate debt.

For derivatives designated, and that qualify, as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in Accumulated Other Comprehensive Income (Loss) ("AOCI") and subsequently reclassified into interest expense in the same period(s) during which the hedged transaction affects earnings. Amounts reported in AOCI related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable-rate debt.

As of September 30, 2024, the Company had 15 outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk:

	AMOUNT	WEIGHTED AVERAGE RATE
May 2026	\$ 275,000	3.74 %
June 2026	150,000	3.83 %
December 2026	150,000	3.84 %
June 2027	200,000	4.27 %
December 2027	300,000	3.93 %
	\$ 1,075,000	3.92 %

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NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS, cont.

Tabular Disclosure of Fair Values of Derivative Instruments on the Balance Sheet

The table below presents the fair value of the Company's derivative financial instruments and their classification on the Condensed Consolidated Balance Sheet as of September 30, 2024.

In thousands	BALANCE AT SEPTEMBER 30, 2024	
	BALANCE SHEET LOCATION	FAIR VALUE
Derivatives designated as hedging instruments		
Interest rate swaps	Other liabilities	\$ (16,847)
Interest rate swaps	Other assets	\$ 2,094
Total derivatives designated as hedging instruments		\$ (14,753)

Tabular Disclosure of the Effect of Cash Flow Hedge Accounting on Accumulated Other Comprehensive Income (Loss)

The table below presents the effect of cash flow hedge accounting on AOCI during the three and nine months ended September 30, 2024 and 2023 related to the Company's outstanding interest rate swaps.

In thousands	(GAIN)LOSS RECOGNIZED IN AOCI ON DERIVATIVE three months ended September 30,		(GAIN)LOSS RECLASSIFIED FROM AOCI INTO INCOME three months ended September 30,	
	2024	2023	2024	2023
Interest rate swaps	\$ 20,662	\$ (12,016)	Interest expense	\$ (3,790)
Settled treasury hedges	—	—	Interest expense	107
Settled interest rate swaps	—	—	Interest expense	42
	\$ 20,662	\$ (12,016)	Total interest expense	\$ (3,641)
In thousands	(GAIN)LOSS RECOGNIZED IN AOCI ON DERIVATIVE nine months ended September 30,		(GAIN)LOSS RECLASSIFIED FROM AOCI INTO INCOME nine months ended September 30,	
	2024	2023	2024	2023
Interest rate swaps	\$ (4,839)	\$ (24,999)	Interest expense	\$ (11,615)
Settled treasury hedges	—	—	Interest expense	126
Settled interest rate swaps	—	—	Interest expense	320
	\$ (4,839)	\$ (24,999)	Total interest expense	\$ (11,169)

The Company estimates that an additional \$1.5 million related to active interest rate swaps will be reclassified from AOCI as an increase to interest expense over the next 12 months, and that an additional \$0.5 million related to settled interest rate swaps will be amortized from AOCI as an increase to interest expense over the next 12 months.

Credit-risk-related Contingent Features

The Company's agreements with each of its derivative counterparties contain a cross-default provision under which the Company could be declared in default of its derivative obligations if repayment of the underlying indebtedness is accelerated by the lender should the Company default on the indebtedness.

As of September 30, 2024, the fair value of derivatives in a net liability position including accrued interest but excluding any adjustment for nonperformance risk related to these agreements was \$3.3 million. As of September 30, 2024, the Company had not posted any collateral related to these agreements and was not in breach of any agreement.

Note 6. Commitments and Contingencies

Legal Proceedings

From time to time, the Company is involved in litigation arising in the ordinary course of business. The Company is not aware of any pending or threatened litigation that, if resolved against the Company, would have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

Development and Redevelopment Activity

For the nine months ended September 30, 2024, the Company invested \$58.7 million and \$17.7 million toward active development and redevelopment of properties, respectively, and \$34.6 million toward recently completed development and redevelopment projects.

Note 7. Stockholders' Equity**Common Stock**

The following table provides a reconciliation of the beginning and ending shares of common stock outstanding for the nine months ended September 30, 2024 and the twelve months ended December 31, 2023:

	NINE MONTHS ENDED SEPTEMBER 30, 2024	TWELVE MONTHS ENDED DECEMBER 31, 2023
Balance, beginning of period	380,964,433	380,589,894
Issuance of common stock	8,623	8,627
Conversion of OP units to common stock	194,767	190,544
Shares Repurchased	(25,735,088)	—
Non-vested share-based awards, net of withheld shares and forfeitures	401,648	175,368
Balance, end of period	355,834,383	380,964,433

Common Stock Dividends

During the nine months ended September 30, 2024, the Company declared and paid common stock dividends totaling \$0.93 per share. On October 29, 2024, the Company declared a quarterly common stock dividend in the amount of \$0.31 per share payable on November 27, 2024, to stockholders of record on November 12, 2024.

Common Stock Repurchases

On May 31, 2023, the Company's Board of Directors authorized the repurchase of up to \$500.0 million of outstanding shares of the Company's common stock either in the open market or through privately negotiated transactions, subject to market conditions, regulatory constraints, and other customary conditions. In April 2024, the Company repurchased 2,966,764 shares of its common stock at a weighted average price of \$14.07 for a total of \$41.7 million under this authorization.

On April 30, 2024, the Company's Board of Directors authorized the repurchase of up to \$500.0 million of outstanding shares of the Company's common stock, superseding the previous stock repurchase authorization. Under the Maryland General Corporation Law, outstanding shares of common stock acquired by a corporation become authorized but unissued shares, which may be re-issued. In May and June 2024, the Company repurchased an aggregate of 14,275,473 shares of its common stock at a weighted average price of \$16.18 for a total of \$231.0 million under this authorization.

During the third quarter of 2024, the Company repurchased an aggregate of 8,492,851 shares of its common stock at a weighted average price of \$17.64 for a total of \$149.8 million under this authorization. As of September 30, 2024, the Company was authorized to repurchase an additional \$19.2 million of the Company's common stock.

Subsequent to September 30, 2024, the Company repurchased 1,380,000 shares of its common stock for a total of \$24.2 million. On October 29, 2024, the Company's Board of Directors authorized the repurchase of up to \$300.0 million of outstanding shares of the Company's common stock, superseding the previous stock repurchase authorization. The stock repurchase authorization expires on October 28, 2025, and the Company may suspend or terminate repurchases at any time without prior notice.

Earnings Per Common Share

The Company uses the two-class method of computing net earnings per common share. The Company's non-vested share-based awards are considered participating securities pursuant to the two-class method.

The following table sets forth the computation of basic and diluted earnings per common share for the three and nine months ended September 30, 2024, and 2023.

Dollars in thousands, except per share data	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2024	2023	2024	2023
Weighted average common shares outstanding				
Weighted average common shares outstanding	360,981,496	380,857,560	372,230,619	380,828,004
Non-vested shares	(2,021,666)	(1,932,221)	(1,976,421)	(1,941,897)
Weighted average common shares outstanding - basic	358,959,830	378,925,339	370,254,198	378,886,107
Weighted average common shares outstanding - basic	358,959,830	378,925,339	370,254,198	378,886,107
Dilutive effect of OP Units	—	—	—	—
Weighted average common shares outstanding - diluted	358,959,830	378,925,339	370,254,198	378,886,107
Net loss	\$ (94,535) \$	\$ (68,604) \$	\$ (555,692) \$	\$ (240,408)
Income allocated to participating securities	(560)	(636)	(2,452)	(1,868)
Loss attributable to non-controlling interest	1,512	760	8,053	2,680
Adjustment to loss attributable to non-controlling interest for legally outstanding restricted units	(549)	(29)	(2,560)	(122)
Net loss applicable to common stockholders - basic	\$ (94,132) \$	\$ (68,509) \$	\$ (552,651) \$	\$ (239,718)
Basic earnings per common share - net loss	\$ (0.26) \$	\$ (0.18) \$	\$ (1.49) \$	\$ (0.63)
Diluted earnings per common share - net loss	\$ (0.26) \$	\$ (0.18) \$	\$ (1.49) \$	\$ (0.63)

The effect of OP Units redeemable for 3,649,637 shares and 3,662,800 shares for the three and nine months ended September 30, 2024, respectively, were excluded from the calculation of diluted loss per common share because the effect was anti-dilutive due to the loss from continuing operations incurred during those periods.

Stock Incentive Plan

The Company's stock incentive plan ("Incentive Plan") permits the grant of incentive awards to its employees and directors in any of the following forms: options, stock appreciation rights, restricted stock, restricted or deferred stock units, performance awards, dividend equivalents, or other stock-based awards, including units in the OP.

Equity Incentive Plans

During the nine months ended September 30, 2024, the Company made the following equity awards:

- **Restricted Stock**
 - During the first quarter of 2024, the Company granted non-vested stock awards to its named executive officers and other members of senior management with an aggregate grant date fair value of \$5.6 million, which consisted of an aggregate of 361,712 non-vested shares with vesting periods ranging from three to eight years.
 - During the second quarter of 2024, the Company granted to independent directors an aggregate of 58,910 shares of non-vested stock with a grant date fair value of \$0.9 million, and an aggregate of 45,982 LTIP Series D units with a grant date fair value of \$0.7 million. The Company also granted non-vested stock to other members of senior management with an aggregate grant date fair value of \$0.1 million, which consisted of an aggregate of 9,350 non-vested shares.
- **Restricted Stock Units ("RSUs")**
 - On February 13, 2024, the Company granted an aggregate of 208,055 RSUs to members of senior management, with an aggregate grant date fair value of \$3.5 million and a five-year vesting period.

- On April 30, 2024, the Company granted an aggregate of 21,816 RSUs to members of senior management, with an aggregate grant date fair value of \$0.3 million and a five-year vesting period.

Approximately 36% of the RSUs vest based on relative total shareholder return ("TSR") and were valued using independent specialists. The Company utilized a Monte Carlo simulation to calculate the weighted average grant date fair value of \$19.10 for the relative TSR component for the February 2024 grant using the following assumptions:

Volatility	28.0 %
Dividend assumption	Accrued
Expected term	3 years
Risk-free rate	4.44 %
Stock price (per share)	\$15.22

The remaining 64% of the RSUs vest based upon certain operating performance conditions. With respect to the operating performance conditions of the February 13, 2024 grant, the grant date fair value was \$15.22 based on the Company's share price on the date of grant.

- LTIP Series C Units**

On February 13, 2024, the Company granted an aggregate of 906,044 LTIP Series C units ("LTIP-C units") in the OP to its named executive officers with three-year forward-looking performance targets, a five-year vesting period and an aggregate grant date fair value of \$7.5 million.

Approximately 36% of the LTIP-C units vest based on relative TSR and were valued using independent specialists. The Company utilized a Monte Carlo simulation to calculate the weighted average grant date fair value of \$9.62 for the relative TSR component for the February 2024 grant using the following assumptions:

Volatility	28.0 %
Dividend assumption	Accrued
Expected term	3 years
Risk-free rate	4.44 %
Stock price (per share)	\$15.22

The remaining 64% of the LTIP-C units vest based upon certain operating performance conditions. With respect to the operating performance conditions of the February 13, 2024 grant, the grant date fair value was \$15.22 based on the Company's share price on the date of grant. The Company records amortization expense based on the probability of achieving certain operating performance conditions, which is evaluated throughout the performance period.

The following table represents the summary of non-vested share-based awards under the Incentive Plan for the three and nine months ended September 30, 2024 and 2023:

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2024	2023	2024	2023
Share-based awards, beginning of period	4,085,059	2,923,018	2,615,562	2,090,060
Granted ¹	—	—	1,611,578	1,118,537
Vested	(9,730)	(11,664)	(84,804)	(188,070)
Change in awards based on performance assessment	—	(126,418)	(47,202)	(205,668)
Forfeited	—	—	(19,805)	(29,923)
Share-based awards, end of period	4,075,329	2,784,936	4,075,329	2,784,936

¹ LTIP-C units are issued at the maximum possible value of the award and are reflected as such in this table until the performance conditions have been satisfied and the exact number of awards are determinable.

The following table represents expected amortization of the Company's non-vested awards issued as of September 30, 2024:

<i>Dollars in millions</i>	FUTURE AMORTIZATION of non-vested shares	
2024	\$	3.6
2025		12.1
2026		9.2
2027		5.0
2028 and thereafter		2.7
Total	\$	32.6

Note 8. Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instrument for which it is practical to estimate that value.

- **Cash and cash equivalents** - The carrying amount approximates fair value (level 1 inputs) due to the short-term maturity of these investments.
- **Real estate notes receivable** - Real estate notes receivable is recorded in other assets on the Company's Condensed Consolidated Balance Sheets. Fair value is estimated using cash flow analyses, based on current interest rates for similar types of arrangements using level 2 inputs in the hierarchy. However, the fair value of three notes receivable were determined utilizing the fair value of the receivables' collateral, as the receivables are collateral-dependent, and were classified as level 3 inputs in the hierarchy.
- **Borrowings under the Unsecured Credit Facility and the Term Loans Due 2024 and 2026** - The carrying amount approximates fair value because the borrowings are based on variable market interest rates.
- **Senior Notes and Mortgage Notes payable** - The fair value of notes and bonds payable is estimated using cash flow analyses, based on the Company's current interest rates for similar types of borrowing arrangements.
- **Interest rate swap agreements** - Interest rate swap agreements are recorded in other liabilities on the Company's Condensed Consolidated Balance Sheets at fair value. Fair value is estimated by utilizing pricing models, level 2 inputs, which consider forward yield curves and discount rates. See Note 5 for additional information.

The table below details the fair values and carrying values for notes and bonds payable and real estate notes receivable at September 30, 2024, and December 31, 2023:

<i>Dollars in millions</i>	September 30, 2024		December 31, 2023	
	CARRYING VALUE	FAIR VALUE	CARRYING VALUE	FAIR VALUE
Notes and bonds payable ¹	\$ 4,957.8	\$ 4,909.5	\$ 4,994.9	\$ 4,872.7
Real estate notes receivable	\$ 121.7	\$ 118.2	\$ 173.6	\$ 172.5

¹ Level 2 – model-derived valuations in which significant inputs and significant value drivers are observable in active markets.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read together with the Consolidated Financial Statements and related Notes thereto included in Item 1 of this Quarterly Report on Form 10-Q. Other important factors are identified in our Annual Report on Form 10-K for the year ended December 31, 2023, including factors identified under the headings "Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Unless stated otherwise or the context otherwise requires, references to the "Company," "we," "us," and "our" are to Healthcare Realty Trust and, unless the context requires otherwise, its consolidated subsidiaries, including the OP.

Disclosure Regarding Forward-Looking Statements

This report and other materials the Company has filed or may file with the SEC, as well as information included in oral statements or other written statements made, or to be made, by management of the Company, contain, or will contain, disclosures that are "forward-looking statements." Forward-looking statements include all statements that do not relate solely to historical or current facts and can be identified by the use of words such as "may," "will," "expect," "believe," "anticipate," "target," "intend," "plan," "estimate," "project," "continue," "should," "could," "budget" and other comparable terms. These forward-looking statements are based on the Company's current plans, objectives, estimates, expectations and intentions and inherently involve significant risks and uncertainties. Such risks and uncertainties include, among other things, the following: the Company's expected results may not be achieved; failure to realize the expected benefits of the Merger; risks related to future opportunities and plans for the Company, including the uncertainty of expected future financial performance and results of the Company; the possibility that, if the Company does not achieve the perceived benefits of the Merger as rapidly or to the extent anticipated by financial analysts or investors, the market price of the Company's common stock could decline; pandemics or other health crises; increases in interest rates; the availability and cost of capital at expected rates; competition for quality assets; negative developments in the operating results or financial condition of the Company's tenants, including, but not limited to, their ability to pay rent; the Company's ability to reposition or sell facilities with profitable results; the Company's ability to release space at similar rates as vacancies occur; the Company's ability to renew expiring leases; government regulations affecting tenants' Medicare and Medicaid reimbursement rates and operational requirements; unanticipated difficulties and/or expenditures relating to future acquisitions and developments; changes in rules or practices governing the Company's financial reporting; the Company may be required under purchase options to sell properties and may not be able to reinvest the proceeds from such sales at rates of return equal to the return received on the properties sold; uninsured or underinsured losses related to casualty or liability; the incurrence of impairment charges on its real estate properties or other assets; other legal and operational matters; and other risks and uncertainties affecting the Company, including those described from time to time under the caption "Risk Factors" and elsewhere in the Company's filings and reports with the SEC, including the Company's Annual Report on Form 10-K for the year ended December 31, 2023. Moreover, other risks and uncertainties of which the Company is not currently aware may also affect the Company's forward-looking statements and may cause actual results and the timing of events to differ materially from those anticipated. The forward-looking statements made in this communication are made only as of the date hereof or as of the dates indicated in the forward-looking statements, even if they are subsequently made available by the Company on its website or otherwise. The Company undertakes no obligation to update or supplement any forward-looking statements to reflect actual results, new information, future events, changes in its expectations or other circumstances that exist after the date as of which the forward-looking statements were made, except as required by law.

Stockholders and investors are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented in the Company's filings and reports, including, without limitation, estimates and projections regarding the performance of development projects the Company is pursuing.

For a detailed discussion of the Company's risk factors, please refer to the Company's filings with the SEC, including this report and the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

Liquidity and Capital Resources

Sources and Uses of Cash

The Company's primary sources of cash include rent receipts from its real estate portfolio based on contractual arrangements with its tenants, proceeds from the sales of real estate properties, joint ventures, and proceeds from public or private debt or equity offerings. As of September 30, 2024, the Company had \$1.3 billion available to be drawn on its unsecured credit facility ("Unsecured Credit Facility") and available cash.

The Company expects to continue to meet its liquidity needs, including funding additional investments, paying dividends, and funding debt service, through cash flows from operations and liquidity sources, including the Unsecured Credit Facility. Management believes that the Company's liquidity and sources of capital are adequate to

satisfy its cash requirements. The Company cannot, however, be certain that these sources of funds will be available at a time and upon terms acceptable to the Company in sufficient amounts to meet its liquidity needs.

Investing Activities

Cash flows provided by investing activities for the nine months ended September 30, 2024 were approximately \$482.1 million. Below is a summary of the investing activities.

Dispositions

The Company disposed of or contributed to joint ventures 41 properties during the nine months ended September 30, 2024, for a total sales price of \$851.7 million, generating gross proceeds of \$739.2 million, net of joint venture contributions and secured financing. The following table details these dispositions for the nine months ended September 30, 2024:

Dollars in thousands	Date Disposed	Sale Price	Square Footage
Albany, NY	4/1/24	\$ 725	14,800
San Angelo, TX	4/12/24	5,085	24,580
Houston, TX	5/20/24	250	37,040
Multiple ¹	5/23/24	284,348	556,274
Denver, CO	5/30/24	19,000	37,130
Austin, TX ¹	6/6/24	54,858	129,879
Minneapolis, MN	6/21/24	1,082	50,291
Greensboro/Raleigh, NC ²	6/28/24	99,518	309,424
Albany, NY	8/2/24	6,300	180,000
Charlotte, NC	8/6/24	26,670	90,633
Charleston, SC	8/13/24	14,500	46,711
Multiple ¹	8/23/24	118,000	266,782
Multiple ³	8/27/24	177,250	473,003
Austin, TX	9/13/24	42,281	76,246
Raleigh, NC	9/26/24	1,813	5,934
Total		\$ 851,680	\$ 2,298,727

1. The Company contributed the following medical outpatient properties to a joint venture in which the Company retained 20% ownership: one in each of Raleigh, NC, New York, NY, Philadelphia, PA, Atlanta, GA, Austin, TX, Houston, TX, Miami, FL, and Denver, CO; two medical outpatient properties in Los Angeles and five in Seattle, WA. Sale price and square footage reflect the total sale price paid by the joint venture and total square footage of the property.

2. The Company sold seven medical outpatient properties in Greensboro, NC and two medical outpatient properties in Raleigh, NC to a single buyer in a single transaction.

3. The Company sold the following medical outpatient properties into a joint venture, retaining 20% ownership: one in each of Dallas, TX, San Antonio, TX and Atlanta, GA; and two in each of Nashville, TN and Denver, CO.

Subsequent to September 30, 2024, the Company disposed of the following properties:

Dollars in thousands	Date Disposed	Sale Price	Square Footage
Houston, TX ¹	10/3/24	\$ 12,000	140,012
Greensboro, NC	10/9/24	12,514	35,373
Des Moines, IA	10/15/24	31,750	95,486
Albany, NY	10/15/24	9,500	80,676
Salt Lake City, UT ²	10/24/24	30,712	112,192
Miami, FL	10/25/24	36,789	102,186
Miami, FL	10/25/24	17,767	60,761
Total		\$ 151,032	\$ 626,686

1. The Company provided seller financing of approximately \$9.6 million in connection with this sale.

2. The Company sold a medical outpatient property that was included in a consolidated joint venture in which the Company held a 63% ownership interest.

Investment in Unconsolidated Joint Venture

During the nine months ended September 30, 2024, the Company's investment in two unconsolidated joint ventures in which it holds a 20% interest increased by \$89.6 million and \$21.3 million, respectively, relating to the Company's contribution of medical outpatient properties to the joint ventures.

Capital Expenditures

During the nine months ended September 30, 2024, the Company incurred capital costs totaling \$223.7 million for the following:

- \$76.4 million toward active development and redevelopment of properties;
- \$34.6 million toward completed development and redevelopment of properties;
- \$39.2 million toward first generation tenant improvements and planned capital expenditures for acquisitions;
- \$48.8 million toward second generation tenant improvements; and
- \$24.7 million toward building capital.

Real Estate Notes Receivable

On June 24, 2024, the Company's two mezzanine loans in Texas with a total principal balance of \$54.1 million matured. On July 15, 2024, the senior lender on the construction loan associated with the underlying project provided notice of foreclosure proceedings to the borrower. The borrower is in negotiations with a third party to provide financing that will repay the senior lender. In the third quarter of 2024, the Company recorded an allowance for credit loss of \$46.8 million to cover the entire carrying amount for these loans. As of the date of these financial statements, the outstanding principal and interest on these loans had not been repaid.

During the second quarter of 2024, the Company placed one of its real estate notes receivable with a principal balance of \$31.2 million on non-accrual status. The Company determined that the risk of credit loss was no longer remote and recorded a credit loss reserve of \$11.2 million.

See Note 1 to the Condensed Consolidated Financial Statements accompanying this report for more information about real estate notes receivable and allowance for credit losses.

Financing Activities

Cash flows used in financing activities for the nine months ended September 30, 2024 were approximately \$845.3 million. See Notes 4 and 7 to the Condensed Consolidated Financial Statements accompanying this report for more information about capital markets and financing activities.

Debt Activity

As of September 30, 2024, the Company had outstanding interest rate derivatives totaling \$1.1 billion to hedge the one-month term Secured Overnight Financing Rate ("SOFR"). The following table details the amount and rate of each swap (dollars in thousands):

EXPIRATION DATE	AMOUNT	WEIGHTED AVERAGE RATE
May 2026	\$ 275,000	3.74 %
June 2026	150,000	3.83 %
December 2026	150,000	3.84 %
June 2027	200,000	4.27 %
December 2027	300,000	3.93 %
	\$ 1,075,000	3.92 %

Changes in Debt Structure

During the first quarter of 2024, the Company repaid in full at maturity a mortgage note payable bearing interest at a rate of 4.77% per annum with an outstanding principal balance of \$11.3 million. The mortgage note encumbered a 63,012 square foot property in California. Additionally, the Company repaid in full at maturity a mortgage note payable bearing interest at a rate of 4.12% per annum with an outstanding principal balance of \$5.6 million. The mortgage note encumbered a 40,324 square foot property in Georgia.

During the second quarter of 2024, the Company repaid \$100 million of the \$350 million Unsecured Term Loan and exercised its second option to extend the maturity date for one year to July 2025 for a fee of approximately \$0.3 million. During the third quarter of 2024, the Company repaid an additional \$150 million of the Unsecured Term Loan. In October 2024, the Company repaid the remaining \$100 million outstanding of the Unsecured Term Loan.

During the third quarter of 2024, the Company repaid in full at maturity, a mortgage note payable bearing interest at a rate of 4.15% per annum with an outstanding principal balance of \$6.9 million. The mortgage note encumbered a 64,143 square foot property in Minnesota.

Supplemental Guarantor Information

The OP has issued unsecured notes described in Note 4 to the Company's Condensed Consolidated Financial Statements included in this report. All unsecured notes are fully and unconditionally guaranteed by the Company, and the OP is 98.5% owned by the Company. Effective January 4, 2021, the Securities and Exchange Commission (the "SEC") adopted amendments to the financial disclosure requirements which permit subsidiary issuers of obligations guaranteed by the parent to omit separate financial statements if the consolidated financial statements of the parent company have been filed, the subsidiary obligor is a consolidated subsidiary of the parent company, the guaranteed security is debt or debt-like, and the security is guaranteed fully and unconditionally by the parent.

Accordingly, as permitted under Rule 13-01(a)(4)(vi) of Regulation S-X, the Company has excluded the summarized financial information for the OP because the assets, liabilities, and results of operations of the OP are not materially different than the corresponding amounts in the Company's consolidated financial statements and management believes such summarized financial information would be repetitive and would not provide incremental value to investors.

Operating Activities

Cash flows provided by operating activities decreased from \$372.5 million for the nine months ended September 30, 2023 to \$363.6 million for the nine months ended September 30, 2024. Items impacting cash flows from operations include, but are not limited to, cash generated from property operations, interest payments and the timing of the payment of invoices and other expenses.

The Company may, from time to time, sell properties and redeploy cash from property sales into new investments or to repay indebtedness. The income from the new investments or reduction in interest expense could be less than the income from properties sold which would adversely affect the Company's results of operations and cash flows.

Trends and Matters Impacting Operating Results

Management monitors factors and trends important to the Company and the REIT industry to gauge the potential impact on Company operations. In addition to the matters discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, some of the factors and trends that management believes may impact future operations of the Company are outlined below.

Economic and Market Conditions

Rising interest rates and increased volatility in the capital markets have increased the Company's cost and availability of debt and equity capital. Limited availability and increases in the cost of capital could adversely impact the Company's ability to finance operations and acquire and develop properties. To the extent the Company's tenants experience increased costs or financing difficulties due to the economic and market conditions, they may be unable or unwilling to make payments or perform their obligations when due. Additionally, increased interest rates may also result in less liquid property markets, limiting the Company's ability to sell existing assets or obtain joint venture capital.

Expiring Leases

The Company expects that approximately 15% of its leases will expire each year in the ordinary course of business. There are 418 multi-tenant and single-tenant leases totaling 1.4 million square feet that will expire during the remainder of 2024. Approximately 69.7% of the leases expiring during the remainder of 2024 are for space in buildings located on or adjacent to hospital campuses, are distributed throughout the portfolio, and are not concentrated with any one tenant, health system or market area. The Company typically expects to retain 75% to 90% of tenants upon expiration, and the retention ratio for the first nine months of the year was within this range.

Steward Health

As previously disclosed, on May 6, 2024, Steward Health announced that it had filed petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Texas. Prior to the bankruptcy filing, Steward leased approximately 593,000 square feet of space from the Company. Leases for six buildings in Massachusetts totaling approximately 244,000 square feet were assumed in connection with the sale of Steward's Massachusetts hospitals on or about September 30, 2024. In October 2024, the Company received \$2.2 million for prior rent owed under these assumed leases.

On October 25, 2024, leases for approximately 232,000 square feet in buildings in Florida and Massachusetts were rejected by Steward effective as of October 31, 2024, bringing the total leases rejected to 266,000 square feet. The total base rent associated with the leases rejected is approximately \$0.6 million per month and the Company expects to cover operating expenses of an additional \$0.2 million per month. The Company is in active discussions with Steward's subtenants to lease a portion of the rejected space.

The remaining Steward leases for approximately 83,000 square feet have not been rejected and are subject to continuing discussions. While the Company remains actively engaged in these discussions, significant uncertainty remains around whether these leases will be assumed or rejected.

Operating Expenses

The Company historically has experienced increases in property taxes throughout its portfolio as a result of increasing assessments and tax rates levied across the country. The Company continues its efforts to appeal property tax increases and manage the impact of the increases. In addition, the Company historically has incurred variability in portfolio utilities expense based on seasonality, with the first and third quarters usually reflecting greater amounts. The effects of these operating expense increases are mitigated in leases that have provisions for operating expense reimbursement. As of September 30, 2024, leases for approximately 92% of the Company's total leased square footage allow for some recovery of operating expenses, with approximately 29% having modified gross lease structures and approximately 63% having net lease structures.

Purchase Options

Information about the Company's unexercised purchase options and the amount and basis for determination of the purchase price is detailed in the table below (dollars in thousands):

YEAR EXERCISABLE	NUMBER OF PROPERTIES	GROSS REAL ESTATE INVESTMENT AS OF SEPTEMBER 30, 2024 ¹
Current ²	6	\$ 111,393
2025	5	99,799
2026	6	173,721
2027	4	110,660
2028	5	136,397
2029	3	81,844
2030	—	—
2031	4	106,779
2032	2	23,541
2033	—	—
2034 and thereafter ³	9	323,999
Total	44	\$ 1,168,133

¹ Includes three properties totaling \$45.4 million with stated purchase prices or prices based on fixed capitalization rates.

² These purchase options have been exercisable for an average of 14.7 years.

³ Includes two medical outpatient properties that are recorded in the line item Investment in financing receivable, net on the Company's Condensed Consolidated Balance Sheets.

Non-GAAP Financial Measures and Key Performance Indicators

Management considers certain non-GAAP financial measures and key performance indicators to be useful supplemental measures of the Company's operating performance. A non-GAAP financial measure is generally defined as one that purports to measure financial performance, financial position or cash flows, but excludes or includes amounts that would not be so adjusted in the most comparable measure determined in accordance with GAAP. Set forth below are descriptions of the non-GAAP financial measures management considers relevant to the Company's business and useful to investors, as well as reconciliations of these measures to the most directly comparable GAAP financial measures.

The non-GAAP financial measures and key performance indicators presented herein are not necessarily identical to those presented by other real estate companies due to the fact that not all real estate companies use the same definitions. These measures should not be considered as alternatives to net income, as indicators of the Company's financial performance, or as alternatives to cash flow from operating activities as measures of the Company's liquidity, nor are these measures necessarily indicative of sufficient cash flow to fund all of the Company's needs. Management believes that in order to facilitate a clear understanding of the Company's historical consolidated operating results, these measures should be examined in conjunction with net income and cash flows from operations as presented in the Condensed Consolidated Financial Statements and other financial data included elsewhere in this Quarterly Report on Form 10-Q.

Funds from Operations ("FFO"), Normalized FFO and Funds Available for Distribution ("FAD")

FFO and FFO per share are operating performance measures adopted by the National Association of Real Estate Investment Trusts ("NAREIT"). NAREIT defines FFO as the most commonly accepted and reported measure of a REIT's operating performance equal to "net income (computed in accordance with GAAP), excluding gains (or losses) from sales of property, plus depreciation and amortization, impairment, and after adjustments for unconsolidated partnerships and joint ventures."

In addition to FFO, the Company presents Normalized FFO and FAD. Normalized FFO is presented by adding to FFO acquisition-related costs, acceleration of debt issuance costs, debt extinguishment costs and other Company-defined normalizing items to evaluate operating performance. FAD is presented by adding to Normalized FFO non-

real estate depreciation and amortization, non-cash financing receivable amortization, loan origination cost amortization, deferred financing fees amortization, stock-based compensation expense and rent reserves, net; and subtracting maintenance capital expenditures, including second generation tenant improvements and leasing commissions paid and straight-line rent income, net of expense. The Company's definition of these terms may not be comparable to that of other real estate companies as they may have different methodologies for computing these amounts. FFO, Normalized FFO and FAD should not be considered as an alternative to net income as an indicator of the Company's financial performance or to cash flow from operating activities as an indicator of the Company's liquidity. FFO, Normalized FFO and FAD should be reviewed in connection with GAAP financial measures.

Management believes FFO, Normalized FFO, FFO per common share, Normalized FFO per share and FAD ("Non-GAAP Measures") provide an understanding of the operating performance of the Company's properties without giving effect to certain significant non-cash items, primarily depreciation and amortization expense. Historical cost accounting for real estate assets in accordance with GAAP assumes that the value of real estate assets diminishes predictably over time. However, real estate values have historically risen or fallen with market conditions. The Company believes that by excluding the effect of depreciation, amortization, impairments and gains or losses from sales of real estate, all of which are based on historical costs, and which may be of limited relevance in evaluating current performance, Non-GAAP Measures can facilitate comparisons of operating performance between periods. The Company reports Non-GAAP Measures because these measures are observed by management to also be the predominant measures used by the REIT industry and by industry analysts to evaluate REITs. For these reasons, management deems it appropriate to disclose and discuss these Non-GAAP Measures. However, none of these measures represent cash generated from operating activities determined in accordance with GAAP and are not necessarily indicative of cash available to fund cash needs. Further, these measures should not be considered as an alternative to net income as an indicator of the Company's operating performance or as an alternative to cash flow from operating activities as a measure of liquidity.

The table below reconciles net income to FFO, Normalized FFO and FAD for the three and nine months ended September 30, 2024 and 2023:

Amounts in thousands, except per share data	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2024	2023	2024	2023
Net loss attributable to common stockholders	\$ (93,023) \$	(67,844) \$	(547,639) \$	(237,728)
Net loss attributable to common stockholders per diluted share ¹	\$ (0.26) \$	(0.18) \$	(1.49) \$	(0.63)
Gain on sales of real estate properties	(39,148)	(48,811)	(72,601)	(56,974)
Impairment of real estate properties	37,632	56,873	174,486	138,314
Real estate depreciation and amortization	167,821	185,143	526,332	556,255
Non-controlling loss from operating partnership units	(1,372)	(841)	(7,727)	(2,935)
Unconsolidated JV depreciation and amortization	5,378	4,421	14,764	13,674
FFO adjustments	\$ 170,311 \$	196,785 \$	635,254 \$	648,334
FFO adjustments per common share - diluted	\$ 0.47 \$	0.51 \$	1.70 \$	1.69
FFO attributable to common stockholders	\$ 77,288 \$	128,941 \$	87,615 \$	410,606
FFO attributable to common stockholders per common share - diluted	\$ 0.21 \$	0.34 \$	0.23 \$	1.07
Transaction costs	719	769	1,545	1,725
Merger-related costs	—	7,450	—	(3,366)
Lease intangible amortization	(10)	213	294	600
Non-routine legal costs/forfeited earnest money received	306	—	771	275
Debt financing costs	—	(62)	—	(62)
Restructuring and severance-related charges	6,861	—	6,861	—
Credit losses and gains on other assets, net ²	46,600	—	55,125	8,599
Impairment of goodwill	—	—	250,530	—
Merger-related fair value of debt instruments	10,184	10,667	30,353	32,085
Unconsolidated JV normalizing items ³	101	90	277	300
Normalized FFO adjustments	\$ 64,761 \$	19,127 \$	345,756 \$	40,156
Normalized FFO adjustments per common share - diluted	\$ 0.18 \$	0.05 \$	0.92 \$	0.10
Normalized FFO attributable to common stockholders	\$ 142,049 \$	148,068 \$	433,371 \$	450,762
Normalized FFO attributable to common stockholders per common share - diluted	\$ 0.39 \$	0.39 \$	1.16 \$	1.18
Non-real estate depreciation and amortization	276	475	1,075	1,881
Non-cash interest amortization, net ⁴	1,319	1,402	3,862	3,703
Rent reserves, net	(27)	442	1,083	1,759
Straight-line rent, net	(5,771)	(8,470)	(20,203)	(24,720)
Stock-based compensation	4,064	2,556	11,008	10,224
Unconsolidated JV non-cash items ⁵	(376)	(231)	(646)	(828)
Normalized FFO adjusted for non-cash items	\$ 141,534 \$	144,242 \$	429,550 \$	442,781
2nd generation TI	(16,951)	(21,248)	(49,443)	(47,366)
Leasing commissions paid	(10,266)	(8,907)	(35,493)	(21,413)
Building capital	(7,389)	(14,354)	(25,587)	(31,949)
FAD	\$ 106,928 \$	99,733 \$	319,027 \$	342,053
FFO weighted average common shares outstanding - diluted ⁶	363,370	383,428	374,414	383,390

¹ Potential common shares are not included in diluted earnings per share when a loss exists as the effect would be antidilutive.

² For the nine months ended September 30, 2024, includes a \$5.1 million gain on sale of corporate assets included in "Gains on sales of real estate and other assets" on the Statement of Operations, a \$2.2 million straight line rent reversed included in "Rental income" on the Statement of Operations, and a \$58.0 million credit loss reserve on three notes receivable included in "Impairment of real estate properties and credit loss reserves" on the Statement of Operations. For the nine months ended September 30, 2023, includes a \$5.2 million credit allowance for a mezzanine loan included in "Impairment of real estate properties and credit loss reserves" on the Statement of Operations and \$3.4 million reserve included in "Rental Income" on the Statement of Operations for previously deferred rent and straight line rent for three skilled nursing facilities.

³ Includes the Company's proportionate share of lease intangible amortization related to unconsolidated joint ventures.

⁴ Includes the amortization of deferred financing costs, discounts and premiums, and non-cash financing receivable amortization.

⁵ Includes the Company's proportionate share of straight-line rent, net related to unconsolidated joint ventures.

⁶ The Company utilizes the treasury stock method which includes the dilutive effect of nonvested share-based awards outstanding of 760,552 and 432,597, respectively, for the three months ended September 30, 2024 and 2023, and the dilutive impact of 3,649,637 and 3,662,800 OP units outstanding for the three and nine months ended September 30, 2024, respectively.

Cash Net Operating Income ("NOI") and Same Store Cash NOI

Cash NOI and Same Store Cash NOI are key performance indicators. Management considers these to be supplemental measures that allow investors, analysts and Company management to measure unlevered property-level operating results. The Company defines Cash NOI as rental income, interest from financing receivables less property operating expenses. Cash NOI excludes non-cash items such as above and below market lease intangibles, straight-line rent, lease inducements, financing receivable amortization, tenant improvement amortization and leasing commission amortization. The Company also excludes cash lease termination fees. Cash NOI is historical and not necessarily indicative of future results.

Same Store Cash NOI compares Cash NOI for stabilized properties. Stabilized properties are properties that have been included in operations for the duration of the year-over-year comparison period presented. Accordingly, stabilized properties exclude properties that were recently acquired or disposed of, properties classified as held for sale or intended for sale, properties undergoing redevelopment, and newly-redeveloped or developed properties.

The Company utilizes the redevelopment classification for properties where management has approved a change in strategic direction for such properties through the application of additional resources including an amount of capital expenditures significantly above routine maintenance and capital improvement expenditures.

Any recently acquired property will be included in the same store pool once the Company has owned the property for five full quarters. Newly-developed or redeveloped properties will be included in the same store pool five full quarters after substantial completion.

The following table reflects the Company's Same Store Cash NOI for the nine months ended September 30, 2024 and 2023:

<i>Dollars in thousands</i>	NUMBER OF PROPERTIES	GROSS INVESTMENT at September 30, 2024	SAME STORE CASH NOI for the nine months ended September 30,	
			2024	2023
Same store properties	579	\$ 11,450,154	\$ 526,130	\$ 511,834
Joint venture same store properties	29	321,109	13,175	12,645

The following tables reconcile net loss to Same Store NOI and the same store property metrics to the total owned real estate portfolio for the nine months ended September 30, 2024 and 2023:

Reconciliation of Same Store Cash NOI***SAME STORE RECONCILIATION***

<i>Dollars in thousands</i>	NINE MONTHS ENDED SEPTEMBER 30,	
	2024	2023
Net loss	\$ (555,692)	\$ (240,408)
Other expense	589,933	281,846
General and administrative expense	48,913	43,796
Depreciation and amortization expense	514,821	550,661
Other expenses ¹	16,388	8,513
Straight-line rent, net	(17,971)	(24,720)
Joint venture properties	16,939	14,418
Other revenue ²	(20,773)	(12,171)
Cash NOI	592,558	621,935
Cash NOI not included in same store	(53,253)	(97,456)
Same store cash NOI	539,305	524,479
Same store joint venture properties	(13,175)	(12,645)
Same store cash NOI (excluding JVs)	\$ 526,130	\$ 511,834

1. Includes transaction costs, Merger-related costs, rent reserves, above and below market ground lease intangible amortization, leasing commission amortization and ground lease straight-line rent expense.

2. Includes management fee income, interest, above and below market lease intangible amortization, lease inducement amortization, lease terminations and tenant improvement overage amortization.

Reconciliation of Same Store Properties

AS OF SEPTEMBER 30, 2024				
	PROPERTY COUNT	GROSS INVESTMENT ¹	SQUARE FEET	OCCUPANCY
<i>Dollars and square feet in thousands</i>				
Same store properties	579	\$ 11,450,154	33,298	89.9 %
Joint venture same store properties	29	321,109	1,636	89.8 %
Wholly owned and joint venture acquisitions	25	171,013	1,622	94.8 %
Development completions	3	97,988	329	65.7 %
Redevelopments	21	478,346	1,639	57.6 %
Planned dispositions	3	48,470	144	26.4 %
Total	660	\$ 12,567,080	38,668	88.3 %
Joint venture properties	55	461,748	3,263	89.1 %
Total owned real estate properties	605	\$ 12,105,332	35,405	88.3 %

¹ Excludes assets held for sale, construction in progress, land held for development, corporate property and financing lease right-of-use assets unrelated to an imputed lease arrangement as a result of a sale leaseback transaction.

Results of Operations

Three Months Ended September 30, 2024 Compared to Three Months Ended September 30, 2023

The Company's results of operations for the three months ended September 30, 2024, compared to the same period in 2023 were impacted by acquisitions, developments, dispositions, gains on sale, and capital markets transactions.

Revenues

Rental income decreased \$26.8 million, or 8.1%, for the three months ended September 30, 2024 compared to the prior year period. This decrease is primarily comprised of the following:

- Dispositions in 2023 and 2024 resulted in a decrease of \$30.0 million.
- Acquisitions in 2023 resulted in an increase of \$0.1 million.
- Leasing activity, including contractual rent increases, resulted in an increase of \$3.1 million.

Expenses

Property operating expenses decreased \$11.4 million, or 8.7%, for the three months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- Dispositions in 2023 and 2024 resulted in a decrease of \$10.9 million.
- Acquisitions in 2023 resulted in an increase of \$0.1 million.
- Increases in portfolio operating expenses as follows:
 - Leasing commissions expense of \$1.4 million; and
 - Utilities expense of \$1.3 million.
- Decreases in portfolio operating expenses as follows:
 - Property taxes of \$1.6 million;
 - Maintenance and repair expense of \$0.7 million;
 - Compensation expense of \$0.5 million; and
 - Janitorial expense of \$0.5 million.

General and administrative expenses increased approximately \$6.7 million, or 50.2%, for the three months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- Increases from the following expenses:
 - Restructuring and severance-related charges of \$6.2 million.
 - Non-cash compensation incentive expense of \$1.6 million.
 - Cash incentive compensation expense of \$0.1 million.

- Legal and other administrative costs of \$0.2 million.
- Decreases in the following expenses:
 - Payroll and payroll related expenses of approximately \$0.7 million.
 - Travel expenses of \$0.7 million.

There were no merger-related costs for the three months ended September 30, 2024. Merger-related costs for the three months ended September 30, 2023, included legal and consulting services.

Depreciation and amortization expense decreased \$19.8 million, or 10.8%, for the three months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- Various building and tenant improvement expenditures resulted in an increase of \$9.9 million.
- Dispositions in 2023 and 2024 resulted in a decrease of \$13.2 million.
- Assets that became fully depreciated resulted in a decrease of \$16.6 million.
- Acquisitions in 2023 resulted in an increase of \$0.1 million.

Other Income (Expense)

Gains on sale of real estate properties and other assets

In the third quarter of 2024, the Company recognized gains on sale of real estate properties and other assets of approximately \$39.3 million. In the third quarter of 2023, the Company recognized gains on sale of real estate properties of approximately \$48.8 million.

Interest expense

Interest expense decreased \$5.7 million, or 8.5%, for the three months ended September 30, 2024 compared to the prior year period. The components of interest expense are as follows:

<i>Dollars in thousands</i>	THREE MONTHS ENDED SEPTEMBER 30,		CHANGE	
	2024	2023	\$	%
Contractual interest	\$ 49,307	\$ 53,911	\$ (4,604)	(8.5)%
Net discount/premium accretion	10,327	9,785	542	5.5 %
Debt issuance costs amortization	1,227	1,338	(111)	(8.3)%
Amortization of interest rate swap settlement	42	42	—	— %
Amortization of treasury hedge settlement	107	107	—	— %
Fair value derivative	—	988	(988)	(100.0)%
Interest cost capitalization	(1,295)	(795)	(500)	62.9 %
Interest on lease liabilities	934	928	6	0.6 %
Total interest expense	\$ 60,649	\$ 66,304	\$ (5,655)	(8.5)%

Contractual interest expense decreased \$4.6 million, or 8.5%, for the three months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- The Unsecured Term Loans accounted for a decrease of approximately \$1.9 million.
- The Unsecured Credit Facility accounted for a decrease of approximately \$3.9 million as a result of a decreased weighted average balance outstanding.
- Active interest rate derivatives accounted for a decrease of \$0.5 million, while expired interest rate derivatives accounted for an increase of \$2.1 million.
- Mortgage note repayments, net of assumptions, accounted for a decrease of approximately \$0.4 million.

Impairment of real estate properties and credit loss reserves

In the third quarter of 2024, the Company recognized impairments totaling \$10.8 million on 13 properties sold and \$26.8 million on 12 properties with changes in the expected holding periods. In addition, the Company recorded \$46.8 million in credit loss reserves relating to notes receivable. In the third quarter of 2023, the Company

recognized impairments totaling \$56.9 million primarily as a result of the sale of two properties, the classification of 12 properties as held for sale, and changes in the expected holding period of six properties.

Equity loss from unconsolidated joint ventures

The Company recognized its proportionate share of losses from its unconsolidated joint ventures. These losses are primarily attributable to non-cash depreciation expense. See Note 2 to the Condensed Consolidated Financial Statements accompanying this report for more details regarding the Company's unconsolidated joint ventures.

Nine Months Ended September 30, 2024 Compared to Nine Months Ended September 30, 2023

The Company's results of operations for the nine months ended September 30, 2024, compared to the same period in 2023 were impacted by acquisitions, developments, dispositions, gains on sale, and capital markets transactions.

Revenues

Rental income decreased \$54.4 million, or 5.5%, for the nine months ended September 30, 2024 compared to the prior year period. This decrease is primarily comprised of the following:

- Dispositions in 2023 and 2024 resulted in a decrease of \$61.9 million.
- Acquisitions in 2023 resulted in an increase of \$1.6 million.
- Leasing activity, including contractual rent increases, resulted in an increase of \$12.1 million.
- Reversed revenue related to the Steward bankruptcy resulted in a decrease of \$6.2 million, including straight-line rent of \$2.7 million.

Expenses

Property operating expenses decreased \$20.0 million, or 5.3%, for the nine months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- Dispositions in 2023 and 2024 resulted in a decrease of \$23.5 million.
- Acquisitions in 2023 resulted in an increase of \$0.6 million.
- Increases in portfolio operating expenses as follows:
 - Leasing commission, administrative, and other legal expenses of \$3.9 million;
 - Utilities expense of \$2.1 million;
 - Janitorial expense of \$0.4 million; and
 - Security expense of \$0.3 million.
- Decreases in portfolio operating expenses as follows:
 - Property tax expense of \$2.4 million;
 - Maintenance and repair expense of \$0.7 million; and
 - Compensation expense of \$0.7 million.

General and administrative expenses increased approximately \$5.1 million, or 11.7%, for the nine months ended September 30, 2024, compared to the prior year period primarily as a result of the following activity:

- Increase in restructuring and severance-related charges of \$6.2 million
- Increase in non-cash compensation incentive expense of \$1.4 million.
- Decrease in payroll and payroll related expenses of approximately \$1.0 million.
- Other decreases including travel, legal and other administrative costs of \$1.5 million.

There were no merger-related costs for the nine months ended September 30, 2024. Merger-related costs for the nine months ended September 30, 2023, included legal and consulting fees, offset by a refund related to state transfer taxes.

Depreciation and amortization expense decreased \$35.8 million, or 6.5%, for the nine months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- Dispositions in 2023 and 2024 resulted in a decrease of \$39.0 million.
- Acquisitions in 2023 resulted in an increase of \$0.8 million.
- Various building and tenant improvement expenditures resulted in an increase of \$31.6 million.
- Assets that became fully depreciated resulted in a decrease of \$29.2 million.

Other Income (Expense)

Gains on sale of real estate properties and other assets

Gains on the sale of real estate properties and other assets for the nine months ended September 30, 2024 and 2023 totaled \$77.7 million and \$57.0 million, respectively.

Interest expense

Interest expense decreased \$11.2 million, or 5.8%, for the nine months ended September 30, 2024, compared to the prior year period. The components of interest expense are as follows:

<i>Dollars in thousands</i>	NINE MONTHS ENDED SEPTEMBER 30,		CHANGE	
	2024	2023	\$	%
Contractual interest	\$ 149,712	\$ 157,443	\$ (7,731)	(4.9)%
Net discount/premium accretion	30,592	29,025	1,567	5.4 %
Debt issuance costs amortization	3,619	4,376	(757)	(17.3)%
Amortization of interest rate swap settlement	126	126	—	— %
Amortization of treasury hedge settlement	320	320	—	— %
Fair value derivative	187	3,414	(3,227)	(94.5)%
Interest cost capitalization	(3,211)	(2,077)	(1,134)	54.6 %
Interest on lease liabilities	2,814	2,770	44	1.6 %
Total interest expense	\$ 184,159	\$ 195,397	\$ (11,238)	(5.8)%

Contractual interest expense decreased \$7.7 million, or 4.9%, for the nine months ended September 30, 2024 compared to the prior year period primarily as a result of the following activity:

- The Unsecured Term Loans accounted for an increase of approximately \$2.5 million.
- The Unsecured Credit Facility accounted for a decrease of approximately \$11.1 million as a result of a decreased weighted average balance outstanding.
- Active interest rate derivatives accounted for a decrease of \$4.1 million, while expired interest rate derivatives accounted for an increase of \$6.1 million.
- Mortgage note repayments, net of assumptions, accounted for a decrease of approximately \$1.1 million.

Impairment of real estate properties and credit loss reserves

During the nine months ended September 30, 2024, the Company recognized impairments totaling \$174.5 million on 28 properties sold and 30 properties with changes in the expected holding periods, including one property reclassified to held for sale. In addition, the Company recorded \$58.0 million in credit loss reserves relates to notes receivable. During the nine months ended September 30, 2023, the Company recognized impairments totaling \$138.3 million relating to six properties that were sold, one land parcel that was sold, 17 properties reclassified to held for sale and five additional properties with changes in the expected holding periods. In addition, the Company recorded \$5.2 million in credit loss reserves related to notes receivable. See Note 1 to the Condensed Consolidated Financial Statements accompanying this report for more details regarding the Company's notes receivable and credit loss reserves.

Impairment of Goodwill

During the three months ended March 31, 2024, the Company determined that the carrying value of its single reporting unit exceeded estimated fair value and therefore recorded a \$250.5 million full impairment of its goodwill, which is recorded as a non-cash charge in "Impairment of goodwill" in the consolidated statements of operations. See Note 1 to the Condensed Consolidated Financial Statements accompanying this report for more details.

Equity loss from unconsolidated joint ventures

The Company recognized its proportionate share of losses from its unconsolidated joint ventures. These losses are primarily attributable to non-cash depreciation expense. See Note 2 to the Condensed Consolidated Financial Statements accompanying this report for more details regarding the Company's unconsolidated joint ventures.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company is exposed to market risk in the form of changing interest rates on its debt and mortgage notes. Management uses regular monitoring of market conditions and analysis techniques to manage this risk. During the nine months ended September 30, 2024, there were no material changes in the quantitative and qualitative disclosures about market risks presented in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of the end of the period covered by this report. Based on this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Company in the reports it files or submits under the Exchange Act.

Changes in Internal Control over Financial Reporting

There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The Company is, from time to time, involved in litigation arising in the ordinary course of business. The Company is not aware of any pending or threatened litigation that, if resolved against the Company, would have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows.

Item 1A. Risk Factors

In addition to the other information set forth in this report and the risk factor discussed below, an investor should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, which could materially affect the Company's business, financial condition or future results. The risks, as described in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, are not the only risks facing the Company. Additional risks and uncertainties not currently known to management or that management currently deems immaterial also may materially adversely affect the Company's business, financial condition, operating results or cash flows.

Risk Factors Relating to the Company

Operational Risks

The Company's results of operations have been and will continue to be impacted by the Steward Health bankruptcy.

As previously disclosed, on May 6, 2024, Steward Health announced that it had filed petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Texas. Prior to the bankruptcy filing, Steward leased approximately 593,000 square feet of space from the Company, accounting for approximately 2.0% of the Company's rental revenue. Leases for six buildings in Massachusetts totaling approximately 244,000 square feet were assumed in connection with the sale of Steward's Massachusetts hospitals on or about September 30, 2024. In October 2024, the Company received \$2.2 million for prior rent owed under these assumed leases.

On October 25, 2024, leases for approximately 232,000 square feet in buildings in Florida and Massachusetts were rejected by Steward effective as of October 31, 2024, bringing the total leases rejected to 266,000 square feet. The total base rent associated with the leases rejected is approximately \$0.6 million per month and the Company expects to cover operating expenses of an additional \$0.2 million per month. There can be no assurances that the Company will be able to re-let this leased space.

The remaining Steward leases for approximately 83,000 square feet are subject to continuing discussions with Steward and its hospital purchaser. While the Company remains actively engaged in these discussions, significant uncertainty remains around whether these leases will be assumed or rejected.

The Company will pursue claims for outstanding rent of \$2.8 million against Steward in the bankruptcy court. However, there can be no assurance that the Company will recover unpaid rent from Steward.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the nine months ended September 30, 2024, the Company repurchased shares of its common stock as follows:

PERIOD	TOTAL NUMBER OF SHARES PURCHASED ⁽¹⁾⁽²⁾	AVERAGE PRICE PAID per share	TOTAL NUMBER OF SHARES purchased as part of publicly announced plans or programs ⁽²⁾	MAXIMUM NUMBER (or Approximate DOLLAR VALUE) OF SHARES that may yet be purchased under the plans or programs ⁽²⁾
May 31, 2023 Authorized Shares				\$ 500,000,000
January 1 - January 31	—	\$ —	—	500,000,000
February 1 - February 29	8,228	16.31	—	500,000,000
March 1 - March 31	—	—	—	500,000,000
April 1 - April 30 ⁽³⁾	2,966,764	14.07	2,966,764	458,191,783
April 30, 2024 Authorized Shares				500,000,000
May 1 - May 31 ⁽³⁾	7,536,692	15.94	7,536,692	379,829,237
June 1 - June 30 ⁽³⁾	6,738,781	16.44	6,738,781	269,040,536
July 1 - July 31	1,296,985	16.82	1,296,985	247,227,143
August 1 - August 31	3,055,197	17.56	3,055,197	193,585,544
September 1 - September 30	4,140,669	17.97	4,140,669	119,193,407
Total	25,743,316	\$ 16.42	25,735,088	\$ 119,193,407

¹ Share purchases in February 2024 represent shares of Company common stock withheld and cancelled to satisfy employee tax withholding obligations payable upon the vesting of non-vested shares.

² On May 31, 2023, the Company's Board of Directors authorized the repurchase of up to \$500 million of outstanding shares of the Company's common stock either in the open market or through privately negotiated transactions, subject to market conditions, regulatory constraints, and other customary conditions. On April 30, 2024, the Company's Board of Directors authorized the repurchase of up to \$500 million of outstanding shares of the Company's common stock, superseding the previous stock repurchase authorization. The stock repurchase authorization expires on April 29, 2025. The Company may suspend repurchases or terminate the authorization at any time without prior notice. The Company is not obligated under this authorization to repurchase any specific number of shares.

³ Repurchases of common stock in April 2024 were made under the May 31, 2023 \$500 million stock repurchase authorization. All repurchases of common stock made after April 30, 2024, were repurchased under the April 30, 2024 \$500 million stock repurchase authorization. As of September 30, 2024, the Company was authorized to repurchase an additional \$119 million of the Company's common stock.

Item 5. Other Information

During the nine months ended September 30, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading agreement" or "non-Rule 10b5-1 trading agreement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits

EXHIBIT	DESCRIPTION
Exhibit 3.1	Fifth Articles of Amendment and Restatement of the Company, as amended. ¹
Exhibit 3.2	Fourth Amended and Restated Bylaws of the Company. ²
Exhibit 3.3	Certificate of Limited Partnership of Healthcare Realty Holdings, L.P. ³
Exhibit 3.4	Second Amended and Restated Agreement of Limited Partnership of Healthcare Realty Holdings, L.P. ³
Exhibit 10.1	Employment agreement dated January 1, 2021 and Amendment No. 1 to Employment Agreement, dated October 1, 2024, between Austen B. Helfrich and Healthcare Realty Trust Incorporated (filed herewith).
Exhibit 10.2	Amendment No. 3 to Amended and Restated Employment Agreement, dated October 1, 2024, between Robert E. Hull and Healthcare Realty Trust Incorporated (filed herewith).

Exhibit 10.3	Amendment No. 1 to Amended and Restated Employment Agreement, dated October 1, 2024, between Julie F. Wilson and Healthcare Realty Trust Incorporated (filed herewith).
Exhibit 10.4	Amended and Restated Employment Agreement, dated October 1, 2024, between Ryan E. Crowley and Healthcare Realty Trust Incorporated (filed herewith).
Exhibit 22	Subsidiary Issuers of Guaranteed Securities (filed herewith).
Exhibit 31.1	Certification of the Chief Executive Officer of Healthcare Realty Trust Incorporated pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
Exhibit 31.2	Certification of the Chief Financial Officer of Healthcare Realty Trust Incorporated pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
Exhibit 32	Certifications pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
Exhibit 101.INS	The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.
Exhibit 101.SCH	XBRL Taxonomy Extension Schema Document (furnished electronically herewith)
Exhibit 101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document (furnished electronically herewith)
Exhibit 101.LAB	XBRL Taxonomy Extension Labels Linkbase Document (furnished electronically herewith)
Exhibit 101.DEF	XBRL Taxonomy Extension Definition Linkbase Document (furnished electronically herewith)
Exhibit 101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document (furnished electronically herewith)
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

¹ Filed as an exhibit to the Company's (File No. 001-35568) Quarterly Report on Form 10-Q filed with the SEC on August 8, 2023, and hereby incorporated by reference.

² Filed as an exhibit to Legacy HTA's (File No. 001-35568) Current Report on Form 8-K filed with the SEC on April 29, 2020, and hereby incorporated by reference.

³ Filed as an exhibit to the Company's (File No. 001-35568) Current Report on Form 8-K filed with the SEC on July 26, 2022, and hereby incorporated by reference.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ AUSTEN B. HELFRICH
Austen B. Helfrich
Interim Chief Financial Officer

October 30, 2024

HEALTHCARE REALTY TRUST INCORPORATED
AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT (the "Amendment") is entered into and effective on October 1, 2024 (the "Effective Date"), by and between HEALTHCARE REALTY TRUST INCORPORATED, a Maryland corporation ("Corporation"), and Austen Helfrich ("Officer") and amends that certain Employment Agreement between Corporation and Officer dated as of January 1, 2021 (the "Agreement").

RECITALS

WHEREAS, Officer has previously served Corporation as First Vice President, Portfolio Strategy and has been appointed by Corporation to the office of Interim Chief Financial Officer effective October 1, 2024;

WHEREAS, Corporation and Officer desire to amend the Agreement as set forth below; and

WHEREAS, capitalized terms used in this Amendment but not defined shall have the same meanings attributed to such terms in the Agreement.

AGREEMENT

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**1. Duties** . During the term of this Agreement, Officer agrees to be employed by and to serve the Corporation as its Interim Chief Financial Officer ("Interim CFO") and Corporation agrees to employ and retain Officer in such capacity. Officer shall have such duties and responsibilities as may be prescribed by Corporation's Chief Executive Officer and/or the Board of Directors and shall report to Corporation's Chief Executive Officer. Officer shall devote such of his business time, energy, and skill to the affairs of the Corporation as shall be necessary to perform his duties under this Agreement. Officer further acknowledges: (1) Corporation is conducting a search for a permanent Chief Financial Officer, (2) Officer will be considered for the permanent position, (3) Corporation has given no representations or assurances of any kind to Officer that he will be hired for the permanent position, and (4) Corporation's appointment of another person as Chief Financial Officer will not constitute any breach or default on the part of Corporation under this Agreement."

2. Section 2.1 of the Agreement is amended as follows:

(a) Section 2.1(b) ("Continuing Directors") is amended by deleting the reference to "February 11, 2020" and replacing it with "October 1, 2024".

Exhibit 10.1

(b) Section 2.1(d) ("Incentive Plans") is amended by deleting the text "2015 Stock Incentive Plan, and any successor plans" and replacing it with "Amended and Restated 2006 Incentive Plan, dated April 29, 2021, and any predecessor or successor incentive plans."

3. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 Base Salary. As payment for the services to be rendered by Officer as provided in Section 1, and subject to the terms and conditions of Section 2, Corporation agrees to pay to Officer a "Base Salary" at the rate of \$450,000 per annum, payable in equal semi-monthly installments from the Effective Date through the duration of his service as Interim CFO."

4. Section 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.2 Bonuses. Officer shall be eligible to receive cash incentive compensation for his service during calendar year 2024 in accordance with the cash incentive program applicable to his role as First Vice President, Portfolio Strategy, which Officer acknowledges to be equal to \$171,600 at annual target level performance. Subject to Officer's continued service as Interim CFO in 2025, Officer shall be eligible for cash incentive compensation under the cash incentive program applicable to Corporation's executive vice presidents for 2025, prorated for any partial year of service as Interim CFO during 2025."

5. Section 3.3(b) of the Agreement is generally amended to provide that Officer shall be entitled to four weeks of vacation during each calendar year during the term of this Agreement, prorated for partial years.

6. The first sentence of Section 4.2 of the Agreement is deleted and replaced with the following:

"In the event Officer's employment is terminated in a Termination Other Than For Cause, Officer shall be paid as severance compensation (a) the amount of \$214,500, which Officer acknowledges is equal to nine months of base salary at the annual rate payable immediately prior to Officer's appointment as Interim CFO, in equal semi-monthly installments for a period of nine months from the date of such termination, and (b) the pro-rated portion of any cash incentive compensation that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period) based on the number of days in such period that had elapsed as of the termination date, payable in a lump sum at the time Corporation pays cash incentive compensation to its executive officers for such period."

7. A new Section 8.13 is added to the Agreement, as follows:

8.13 Clawback Policy. Officer acknowledges receipt of and having read and understands Corporation's Policy for the Recovery of Erroneously Awarded Compensation (the "Clawback Policy"). Officer shall be subject to the terms of the Clawback Policy or other recoupment, clawback or similar policy of Corporation as may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of erroneously awarded incentive-based compensation, or other cash, securities, or

Exhibit 10.1

property received with respect to such incentive-based compensation (including any value received from a disposition of such securities or property)."

8. **Entire Agreement; Modifications** . Except as otherwise provided herein, the Agreement, as amended by the Amendment, represents the entire understanding among the parties with respect to the subject matter hereof, and supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

9. **Counterparts** . This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same Amendment.

10. **Reaffirmation of Agreement**. Except as otherwise amended herein, the provisions of the Agreement shall remain in full force and effect.

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

CORPORATION:

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ Todd J. Meredith
Name: Todd J. Meredith
Title: President and Chief Executive Officer

OFFICER:

/s/ Austen Helfrich
Austen Helfrich

HEALTHCARE REALTY TRUST INCORPORATED
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of January 1, 2021 ("Effective Date") by and between HEALTHCARE REALTY TRUST INCORPORATED, a Maryland corporation ("Corporation"), and Austen Helfrich ("Officer").

RECITAL

Corporation desires to employ Officer as its Vice President, Corporate Finance, and Officer is willing to accept such employment by Corporation, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. **Duties**. During the term of this Agreement, Officer agrees to be employed by and to serve Corporation as its Vice President, Corporate Finance and Corporation agrees to employ and retain Officer in such capacity. Officer shall devote his business time, energy, and skill to the affairs of Corporation as shall be necessary to perform his duties under this Agreement.

2. **Term of Employment**.

2.1 **Definitions**. For purposes of this Agreement the following terms shall have the following meanings:

(a) "**Change in Control**" shall mean (i) the time that Corporation first determines that any person and all other persons who constitute a group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 ("Exchange Act")) have acquired direct or indirect beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of Corporation's outstanding securities, unless a majority of the "Continuing Directors" approves the acquisition not later than ten business days after Corporation makes that determination, or (ii) the first day on which a majority of the members of Corporation's Board of Directors are not "Continuing Directors."

(b) "**Continuing Directors**" shall mean, as of any date of determination, any member of the Board of Directors of Corporation who (i) was a member of that Board of Directors on February 11, 2020, (ii) has been a member of that Board of Directors for the two years immediately preceding such date of determination, or (iii) was nominated for election or elected to the Board of Directors with the affirmative vote of the greater of (x) a majority of Continuing Directors who were members of the Board at the time of such nomination or election or (y) at least four Continuing Directors.

(c) "**Deferred Compensation**" or "deferred compensation" shall mean any individual or group plan, program, agreement or other arrangement, whether or not a "plan" for

Exhibit 10.1

purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") and whether or not a retirement plan or supplemental executive retirement plan or additional retirement plan, but which in any event involves an agreement by Corporation to make payment(s) to Officer at a future date as compensation for current services to Corporation. The term Deferred Compensation or deferred compensation shall include, but not be limited to, benefits described in any Incentive Plan, and any implementation thereof or incentive award thereunder, each as it now exists or may hereafter be amended. This definition shall not be construed as including all forms of deferred compensation within the application of Code Section 409A. The term deferred compensation is not intended to include grants of restricted stock or certain payments of severance or separation pay which are not deferred compensation for Code Section 409A purposes.

(d) "**Incentive Plans**" shall mean the Corporation's 2015 Stock Incentive Plan, and any successor plans.

(e) "**Termination For Cause**" shall mean termination by Corporation of Officer's employment by Corporation by reason of Officer's insubordination, failure or inability to perform the duties of his position, dishonesty towards, fraud upon, or deliberate injury or attempted injury to, Corporation or by reason of Officer's breach of this Agreement, or the Company's policies and procedures, including the Company's Code of Business Conduct and Ethics. The determination by Corporation that a termination of Officer's employment by Corporation is a Termination For Cause shall be conclusive and binding upon Officer.

(f) "**Termination Other Than For Cause**" shall mean any termination by Corporation of Officer's employment by Corporation (other than a Termination For Cause or a Termination Upon a Change in Control). A failure or refusal of Corporation to extend the term of employment of Officer in accordance with Section 2.2 hereof, other than as a result of circumstances which would warrant a Termination For Cause hereunder, shall be deemed a Termination Other Than For Cause.

(g) "**Termination Upon a Change in Control**" shall mean a termination by Corporation of Officer's employment with Corporation within 12 months following a "Change in Control."

(h) "**Voluntary Termination**" shall mean termination by Officer of Officer's employment by Corporation other than termination by reason of Officer's death as described in Section 2.5.

2.2 Basic Term. The term of employment of Officer by Corporation shall be from January 1, 2021 through December 31, 2021, unless terminated earlier pursuant to this Section 2. Commencing in 2021, on the last day of December of each year, the first sentence of this Section 2.2 shall be automatically amended without any action by the parties by deleting each year then appearing therein and inserting in each place the next subsequent year, such that this Agreement shall be deemed to have been renewed each year prior to the expiration of the current term.

2.3 Termination For Cause. Termination For Cause may be effected by Corporation at any time during the term of this Agreement and shall be effected by written notification to Officer. Upon Termination For Cause, Officer immediately shall be paid all accrued salary, bonus compensation, if any, to the extent awarded, any benefits under any defined

Exhibit 10.1

contribution or health and welfare benefit plans of Corporation in which Officer is a participant to the full extent of Officer's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but Officer shall not be paid any other compensation or reimbursement of any kind, including without limitation, severance compensation or accelerated vesting of any unvested awards granted under the Incentive Plans.

2.4 Termination Other Than For Cause . Notwithstanding anything else in this Agreement, Corporation may effect a Termination Other Than For Cause at any time upon giving written notice to Officer of such termination. Upon any Termination Other Than For Cause, Officer shall immediately be paid all accrued salary, bonus compensation, if any, to the extent awarded, any benefits under any defined contribution or health and welfare benefit plans of Corporation in which Officer is a participant to the full extent of Officer's rights under such plans, the full and immediate vesting without restriction of any awards previously granted to Officer under the Incentive Plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, and all severance compensation provided in Section 4.2, but no other compensation or reimbursement of any kind.

2.5 Death . In the event of Officer's death during the term of this Agreement, Officer's employment shall be deemed to have terminated as of the last day of the month during which his death occurs and Corporation shall pay to his estate or such beneficiaries as Officer may from time to time designate all accrued salary, bonus compensation if any, to the extent awarded, any benefits under any defined contribution or health and welfare benefit plans of Corporation in which Officer is a participant to the full extent of Officer's rights under such plans, the full and immediate vesting of any awards previously granted to Officer under the Incentive Plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but Officer's estate shall not be paid any other compensation or reimbursement of any kind, including without limitation, severance compensation.

2.6 Voluntary Termination . In the event of a Voluntary Termination, Corporation shall immediately pay all accrued salary, bonus compensation, if any, to the extent awarded, any benefits under any defined contribution or health and welfare benefit plans of Corporation in which Officer is a participant to the full extent of Officer's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but no other compensation or reimbursement of any kind, including without limitation, severance compensation or accelerated vesting of any unvested awards granted under the Incentive Plans.

2.7 Termination Upon a Change in Control . In the event of a Termination Upon a Change in Control, Officer shall immediately be paid all accrued salary, bonus compensation, if any, to the extent awarded, any benefits under any defined contribution or health and welfare benefit plans of Corporation in which Officer is a participant to the full extent of Officer's rights under such plans, the full and immediate vesting without restriction of any awards previously granted to Officer under the Incentive Plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, and all severance compensation provided in Section 4.1, but no other compensation or reimbursement of any kind.

2.8 **Notice of Termination** . Corporation may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 30 days written notice to Officer of such termination. Officer may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 30 days written notice to Corporation of such termination.

3. **Salary and Benefits** .

3.1 **Base Salary** . As payment for the services to be rendered by Officer as provided in Section 1 and subject to the terms and conditions of Section 2, Corporation agrees to pay to Officer a "Base Salary" at the rate of \$220,000 per annum payable in equal semi-monthly installments. The Base Salary for each year (or portion thereof) beginning January 1, 2021 shall be determined according to the Corporation's then-existing policy governing cost-of-living adjustments.

3.2 **Bonuses** . Officer shall be eligible to receive bonus and/or incentive compensation each year (or portion thereof) during the term of this Agreement and any extensions thereof, in accordance with the Incentive Plans or other policy, plan or arrangement adopted by the Corporation from time to time.

3.3 **Additional Benefits** . During the term of this Agreement, Officer shall be entitled to the following additional benefits:

(a) **Officer Benefits** . Officer shall be eligible to participate in such of Corporation's benefits and deferred compensation plans as are now generally available or later made generally available to employees and officers of Corporation, including without limitation, the Incentive Plans, dental and medical plans, personal catastrophe and disability insurance, and qualified retirement plans. For purposes of establishing the length of service under any benefit plans or programs of Corporation, Officer's employment with Corporation will be deemed to have commenced June 3, 2019.

(b) **Vacation** . Officer shall be entitled to three weeks of vacation during each year during the term of this Agreement and any extensions thereof, prorated for partial years.

(c) **Reimbursement for Expenses** . During the term of this Agreement, Corporation shall reimburse Officer for reasonable and properly documented out-of-pocket business and/or entertainment expenses incurred by Officer in connection with his duties under this Agreement.

4. **Severance Compensation** .

4.1 **Severance Compensation in the Event of a Termination Upon a Change in Control** . In the event Officer's employment is terminated in a Termination Upon a Change in Control, Officer shall be paid as severance compensation his Base Salary (at the rate payable at the time of such termination) for a period of nine months from the date of such termination, including compensation that was earned and deferred, whether or not vested without regard to the Change in Control. Officer shall also receive full and immediate vesting without restriction of any awards previously granted to Officer under the Incentive Plans.

4.2 Severance Compensation in the Event of a Termination Other Than For Cause. In the event Officer's employment is terminated in a Termination Other Than For Cause, Officer shall be paid as severance compensation his Base Salary (at the rate payable at the time of such termination), for a period of six months from the date of such termination, on the dates specified in Section 3.1, provided, however, that if Officer is employed by a new employer during such period, the severance compensation payable to Officer during such period will be reduced by the amount of compensation that Officer is receiving from the new employer. However, Officer is under no obligation to mitigate the amount owed Officer pursuant to this Section 4.2 by seeking other employment or otherwise. The parties intend that, to the greatest extent possible, such severance compensation be treated as made pursuant to a "separation pay plan," and not subject to the restrictions imposed by Section 4.4, as provided under Treas. Reg. §1.409A-1(b)(9), and agree to pay such severance in separate installments if the amount of severance hereunder exceeds the limits thereof. To the extent permissible under the group health benefit plans of the Corporation (or its successor), Officer may continue to participate in such plans under the same terms as active employees, pursuant to continuation coverage under COBRA, until the expiration of such COBRA continuation coverage.

4.3 No Severance Compensation Upon Other Termination . In the event of a Voluntary Termination, Termination For Cause or termination by reason of Officer's death pursuant to Section 2.5, Officer or his estate shall not be paid any severance compensation and shall receive only the benefits as provided in the appropriate sub-section of Section 2 applicable to the respective termination.

4.4 Section 409A Payment Restrictions . The provisions of this Agreement shall be construed in a manner that is consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (Section 409A of the Code, together, with any state law of similar effect, "Section 409A") in order to avoid any adverse tax consequences to the Officer. It is intended that each installment of the payments of the severance compensation described in this Section 4, together with all other payments and benefits provided to Officer by Corporation, whether under this Agreement or otherwise, is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i) and satisfies, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treas. Reg. §§ 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, to the extent it is determined that such payments constitute "deferred compensation" under Section 409A and Officer is a "specified employee," as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of such payments shall be delayed as follows: on the earlier of six months and one day after Officer's separation from service (as defined below) or the date of Officer's death, the Corporation shall (A) pay to Officer a lump sum amount equal to the sum of the payments that Officer would otherwise have received through the delayed payment date, and (B) commence any remaining payments in accordance with the terms of this Agreement. To the extent that any such deferred compensation benefit is payable upon an event involving the Officer's cessation of services, such payment(s) shall not be made unless such event constitutes a "separation from service" pursuant to the default definition in Treas. Reg. § 1.409A-1(h).

4.5 Golden Parachute Restrictions. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Corporation to or for the benefit of the Officer as a result of and contingent on a "change in

Exhibit 10.1

control," as defined in section 280G of the Code, (such amounts contingent on a change in control as described in Treas. Reg. § 1.280G-1 Q/A-22) whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, (together, the "Contingent Payment") would constitute a "parachute payment," as defined in Treas. Reg. § 1.280G-1 Q/A-30, the amount of the Contingent Payment to Officer shall be (A) reduced to an amount that is one dollar less than 300% of the Officer's "base amount" (as defined in section 280G(b)(3)(A) of the Code), so that the amount of such payments do not constitute a parachute payment (the "Safe Harbor Payment"), or, if greater, (B) the entire Contingent Payment, unreduced by the calculation in clause (A), provided that the net value of such Contingent Payment to the Officer exceeds the Safe Harbor Payment, after taking into account the additional taxes to Officer that apply to the unreduced Contingent Payment, including the excise taxes imposed thereon under section 4999 of the Code. The determination of the amount to be paid to Officer on account of this Section 4.5 shall be made by the accountant, tax counsel or other similar expert advisor to Officer (the "Tax Advisor"), which shall, if requested, provide detailed supporting calculations both to the Corporation and the Executive and if requested, a written opinion. The supporting calculations shall include a valuation of the non-competition provisions of Section 5. The costs and expenses of the Tax Advisor shall be the responsibility of the Corporation.

4.6 Release of Claims. The payments set forth in Sections 4.1 and 4.2 of this Agreement are subject to the execution and delivery by Officer of a waiver and general release of claims (the "Release") to Corporation substantially in the form attached hereto as Exhibit A (and having not revoked such Release for a period of seven (7) days following its execution by Officer and its delivery to the Corporation).

5 . Non-Competition; Disclosure of Investments; Consulting . During the term of this Agreement and for any period during which Officer is receiving periodic severance payments pursuant to Section 4.2, or, for a period of nine months following a Termination Upon a Change in Control, so long as the payments provided for in Section 4.1 are made on a timely basis:

(a) Officer shall not, without the prior written consent of Corporation, directly or indirectly, own, manage, operate, control, be connected with as an officer, employee, partner, consultant or otherwise, or otherwise engage or participate in any corporation or other business entity engaged in the business of buying, selling, developing, building and/or managing real estate facilities for the medical, healthcare and retirement sectors of the real estate industry. Officer understands and acknowledges that Corporation carries on business nationwide and that the nature of Corporation's activities cannot be confined to a limited area. Accordingly, Officer agrees that the geographic scope of this Section 5 shall include the United States of America. Notwithstanding the foregoing, the ownership by Officer of less than 2% of any class of the outstanding capital stock of any corporation conducting such a competitive business which is regularly traded on a national securities exchange or in the over-the-counter market shall not be a violation of the foregoing covenant.

(b) Simultaneously with Officer's execution of this Agreement and upon each anniversary of the Effective Date, Officer shall notify the Chairman of the Compensation Committee of the nature and extent of Officer's investments, stock holdings, employment as an employee, director, or any similar interest in any business or enterprise engaged in buying, selling, developing, building, and/or managing real estate facilities for the medical, healthcare, and retirement sectors of the real estate industry other than Corporation engaged in the business of

Exhibit 10.1

buying, selling, developing, building and/or managing real estate facilities for the medical, healthcare and retirement sectors of the real estate industry; provided, however, that Officer shall have no obligation to disclose any investment under \$100,000 in value or any holdings of publicly traded securities which are not in excess of one percent of the outstanding class of such securities.

(c) Officer shall not contact or solicit, directly or indirectly, any customer, client, tenant or account whose identity Officer obtained through association with Corporation, regardless of the geographical location of such customer, client, tenant or account, nor shall Officer, directly or indirectly, entice or induce, or attempt to entice or induce, any employee of Corporation to leave such employ, nor shall Officer employ any such person in any business similar to or in competition with that of Corporation. Officer hereby acknowledges and agrees that the provisions set forth in this Section 5 constitute a reasonable restriction on his ability to compete with Corporation and will not adversely affect his ability to earn income sufficient to support himself and/or his family.

(d) The parties hereto agree that, in the event a court of competent jurisdiction shall determine that the geographical or durational elements of this covenant are unenforceable, such determination shall not render the entire covenant unenforceable. Rather, the excessive aspects of the covenant shall be reduced to the threshold, which is enforceable, and the remaining aspects shall not be affected thereby.

(e) Officer shall provide consulting services to the Corporation on such matters and at such times as the Corporation may reasonably request.

6. **Trade Secrets and Customer Lists**. Officer agrees to hold in strict confidence all information concerning any matters affecting or relating to the business of Corporation and its subsidiaries and affiliates, including, without limiting the generality of the foregoing, its manner of operation, business plans, business prospects, agreements, protocols, processes, computer programs, customer lists, market strategies, internal performance statistics, financial data, marketing information and analyses, or other data, without regard to the capacity in which such information was acquired. Officer agrees that he/she will not, directly or indirectly, use any such information for the benefit of any person or entity other than Corporation or disclose or communicate any of such information in any manner whatsoever other than to the directors, officers, employees, agents, and representatives of Corporation who need to know such information, who shall be informed by Officer of the confidential nature of such information and directed by Officer to treat such information confidentially. Such information does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by Officer or his representatives, or (ii) was or becomes available to Officer on a non-confidential basis from a source other than Corporation or its advisors provided that such source is not known to Officer to be bound by a confidentiality agreement with Corporation, or otherwise prohibited from transmitting the information to Officer by a contractual, legal or fiduciary obligation; notwithstanding the foregoing, if any such information does become generally available to the public, Officer agrees not to further discuss or disseminate such information except in the performance of his duties as Officer. Upon Corporation's request, Officer will return all information furnished to him related to the business of Corporation. The parties hereto stipulate that all such information is material and confidential and gravely affects the effective and successful conduct of the business of Corporation and Corporation's goodwill, and that any breach of the terms of this Section 6 shall be a material breach of this Agreement. The terms of this Section 6 shall remain in effect following the termination of this Agreement.

7. Use of Proprietary Information. Officer recognizes that Corporation possesses a proprietary interest in all of the information described in Section 6 and has the exclusive right and privilege to use, protect by copyright, patent or trademark, manufacture or otherwise exploit the processes, ideas and concepts described therein to the exclusion of Officer, except as otherwise agreed between Corporation and Officer in writing. Officer expressly agrees that any products, inventions, discoveries or improvements made by Officer, his agents or affiliates based on or arising out of the information described in Section 6 shall be (i) deemed a work made for hire under the terms of United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and Corporation shall be the owner of all such rights with respect thereto and (ii) the property of and inure to the exclusive benefit of Corporation.

8. Miscellaneous .

8.1 Payment Obligations . Corporation's obligation to pay Officer the compensation and to make the arrangements provided herein shall be unconditional, and Officer shall have no obligation whatsoever to mitigate damages hereunder. In the event that any arbitration, litigation or other action after a Change in Control is brought to enforce or interpret any provision contained herein, Corporation, to the extent permitted by applicable law and Corporation's Articles of Incorporation and Bylaws, hereby indemnifies Officer for Officer's reasonable attorneys' fees and disbursements incurred in such arbitration, litigation, or other action and shall advance payment of such attorney's fees and disbursements.

8.2 Waiver . The waiver of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or other provision hereof.

8.3 Entire Agreement; Modifications . Except as otherwise provided herein, this Agreement represents the entire understanding among the parties with respect to the subject matter hereof, and this Agreement supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

8.4 Notices . All notices and other communications under this Agreement shall be in writing and shall be given by personal delivery, nationally recognized overnight courier, facsimile or first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given upon receipt in the event of personal delivery or overnight courier, three days after mailing, or 12 hours after transmission of a facsimile to the respective persons named below:

If to Corporation:

Healthcare Realty Trust Incorporated
3310 West End Avenue, Suite 700
Nashville, TN 37203
Phone: (615) 269-8175
Fax: (615) 269-8260

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Attention: General Counsel

If to Officer: by hand delivery to Officer on the premises of the Corporation or by any other method set forth above to the most recent address of Officer maintained in the records of the Corporation.

Any party may change such party's address for notices by notice duly given pursuant to this Section 8.4.

8.5 Headings . The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

8.6 Governing Law . This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

8.7 Arbitration . Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Nashville, Tennessee in accordance with the Rules of the American Arbitration Association, and judgment upon any proper award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. There shall be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. To the extent permitted by the Rules of the American Arbitration Association, the selected arbitrators may grant equitable relief. The cost of the arbitration including the cost of the record or transcripts thereof, if any, administrative fees, and all other fees shall be borne by the Corporation. Except as otherwise provided in Section 8.1 with respect to events following a Change in Control, to the extent that Officer prevails with respect to any portion of an arbitration award, Officer shall be reimbursed by Corporation for the costs and expenses incurred by Officer, including reasonable attorney's fees, in connection with the arbitration in an amount proportionate to the award to Officer as compared to the amount in dispute.

8.8 Severability . Should a court or other body of competent jurisdiction determine that any provision of this Agreement is excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, and all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

8.9 Survival of Corporation's Obligations . Corporation's obligations hereunder shall not be terminated by reason of any liquidation, dissolution, bankruptcy, cessation of business, or similar event relating to Corporation. This Agreement shall not be terminated by any merger or consolidation or other reorganization of Corporation. In the event any such merger, consolidation or reorganization shall be accomplished by transfer of stock or by transfer of assets or otherwise, the provisions of this Agreement shall be binding upon and inure to the benefit of the surviving or resulting corporation or person. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the parties; provided, however, that except as herein expressly provided, this Agreement shall not be assignable either by Corporation (except to an affiliate of Corporation in which event Corporation shall remain liable if the affiliate fails to meet any obligations to make payments or provide benefits or otherwise) or by Officer.

Exhibit 10.1

8.10 **Counterparts** . This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

8.11 **Withholdings** . All compensation and benefits to Officer hereunder shall be reduced only by all federal, state, local and other withholdings and similar taxes and payments that are required by applicable law. Except as otherwise specifically agreed by Officer, no other offsets or withholdings shall apply to reduce the payment of compensation and benefits hereunder.

8.12 **Indemnification** . In addition to any rights to indemnification to which Officer is entitled to under Corporation's Articles of Incorporation and Bylaws, Corporation shall indemnify Officer at all times during and after the term of this Agreement to the maximum extent permitted under Section 2-418 of the General Corporation Law of the State of Maryland or any successor provision thereof and any other applicable state law, and shall pay Officer's expenses in defending any civil or criminal action, suit, or proceeding (unrelated to a dispute under this Agreement) in advance of the final disposition of such action, suit, or proceeding, to the maximum extent permitted under such applicable state laws. The Corporation will provide advance payment of legal costs and expenses that are reasonable and appropriate for defending such action, suit or proceeding. The indemnification provisions contained in this Section 8.12 shall survive the termination of this Agreement and Officer's employment by Corporation indefinitely.

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

CORPORATION:

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ Andrew E. Loope
Name: Andrew E. Loope
Title: Senior Vice President, Corporate Counsel and Secretary

OFFICER:

/s/ Austen Helfrich
Austen Helfrich

Exhibit 10.1

Exhibit A

Form of Release

GENERAL RELEASE, dated as of [], 20[] (the “**Effective Date**”), entered into by Austen Helfrich (“**Officer**”) in favor of Healthcare Realty Trust Incorporated (along with its affiliates and subsidiaries, the “**Corporation**”) and the current and prior directors, officers, employees, agents and representatives of the Corporation and its subsidiaries, in their capacity as such (collectively, the “**Released Parties**”).

WHEREAS, Officer and the Corporation previously entered into an Employment Agreement (the “**Employment Agreement**”), dated as of February 11, 2020 that has governed the terms and conditions of Officer’s employment by the Corporation, and Officer’s retention thereunder has been terminated in accordance with the terms thereof.

WHEREAS, this General Release (this “**Release**”) is the release referred to in Section 4.6 of the Employment Agreement.

WHEREAS, following execution of this Release and expiration of the seven-day revocation period referred to in Section 5 below, Officer will be entitled to payment of certain amounts (such amounts, collectively, “**Termination Payments**”) and other rights and benefits (such other rights and benefits, collectively, “**Termination Benefits**”) referred to in Sections 4.1 and/or 4.2 of the Employment Agreement, as applicable.

WHEREAS, Officer desires to compromise, finally settle and fully release actual or potential claims, including, without limitation, those related to Officer’s retention and termination of retention that Officer in any capacity may have or claim to have against the Corporation or any of the other Released Parties, excepting only those claims expressly provided herein to be excluded.

WHEREAS, Officer acknowledges that he is waiving his rights or claims only in exchange for consideration in addition to anything of value to which he already is entitled.

NOW, THEREFORE, in consideration of the foregoing and the Corporation’s agreement to pay the Termination Benefits and to provide the Termination Benefits, Officer, intending to be legally bound hereby, for himself and his heirs, executors, administrators, legal representatives, successors and assigns, does hereby agree as follows:

1. The recitals above are true and correct.

2. Except as expressly provided in Section 4 below, Officer does hereby completely release and forever discharge the Corporation and the other Released Parties of and from any and all actions, causes of action, suits, counterclaims, debts, dues, covenants, contracts, bonuses, controversies, agreements, promises, rights, claims, charges, complaints, expenses, costs (including, without limitation, attorneys’ fees and other costs of defense or prosecution), damages, losses, liabilities and demands whatsoever in law or equity (all of the foregoing, collectively, “**Claims**”)

Exhibit 10.1

whatsoever and of every nature and description, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, liquidated or unliquidated, contingent or certain, and whether arising at law or in equity, under the common law, state law, federal law or any other law or otherwise, that Officer ever had, may now have or hereafter can, shall or may have against the Corporation or any of the other Released Parties, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this Release.

3. The release set forth in Section 2 above shall extend and apply, without limitation, to any and all Claims in connection with Officer's employment or the termination thereof, including, without limitation, wrongful termination, breach of express or implied contract or unpaid wages or pursuant to any federal, state or local employment laws, regulations or executive orders prohibiting, *inter alia*, discrimination on the basis of age, race, sex, national origin, religion, handicap and/or disability; and any and all other federal, state and local laws and regulations prohibiting, without limitation, discrimination in employment, retaliation, conspiracy, tortious or wrongful discharge, breach of an express or implied contract, breach of a covenant of good faith and fair dealing, intentional and/or negligent infliction of emotional distress, defamation, misrepresentation or fraud, negligence, negligent supervision, hiring or retention, assault, battery, detrimental reliance or any other offense.

4. Officer's release provided in Sections 2 and 3 above does not extend or apply to any Claims with respect to the following ("**Excluded Claims**"): (a) the Corporation's obligations to pay the Termination Payments or to pay or provide the Termination Benefits, (b) Officer's entitlement to be indemnified by the Corporation with respect to Claims relating to any action or inaction, or any conduct or misconduct, by Officer in his capacity as an officer of the Corporation or otherwise as an employee of the Corporation (or in any similar capacity), whether pursuant to (i) the Corporation's articles of incorporation (as amended, restated or otherwise modified and in effect at the relevant time), (ii) the Corporation's bylaws (as amended, restated or otherwise modified and in effect at the relevant time), (iii) any resolution duly adopted by the Corporation's Board of Directors or shareholders and in effect at the relevant time, (iv) the Maryland General Corporation Law, (v) any other applicable law, rule or regulation or court order or judgment or any other agreement in effect at the relevant time or (c) any other rights or claims that may arise after the date of this Release, and/or (vi) Corporation's obligations to indemnify Officer pursuant to Section 8.12 of the Employment Agreement. For avoidance of doubt, nothing contained herein shall be deemed a waiver or release by Officer with respect to any protections or other rights to which he may be entitled under any D&O or other insurance policy.

5. Pursuant to the provisions of the Older Workers Benefit Protection Act ("OWBPA"), which applies to Officer's waiver of rights under the Age Discrimination in Employment Act, Officer has had a period of at least twenty-one (21) days within which to consider whether to execute this Release. Also pursuant to the OWBPA, Officer may revoke the Release within seven (7) days of its execution. It is specifically understood that this Release shall not become effective or enforceable until the seven-day revocation period has expired. Consideration for this Release will not be paid until the later of (a) expiration of the seven-day revocation period or (b) the date provided for in the Employment Agreement.

6. Officer acknowledges that, pursuant to the OWBPA, the Corporation has advised Officer, in writing, to consult with an attorney before executing this Release.

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7. Officer covenants and agrees that he will not bring, initiate, enter into, maintain or participate in any suit, arbitration or other administrative or judicial proceeding, by means of a direct claim, cross claim, counterclaim, setoff or otherwise, against any Released Party based or premised on any of the Claims released above.

8. Officer acknowledges that the Corporation will not pay or be obligated to pay, and Officer shall not be entitled to, any consideration other than as expressly provided for by this Release or the Employment Agreement or with respect to Excluded Claims.

9. This Release does not constitute an admission by the Corporation or any other Released Party of a violation of any law, order, regulation or enactment or of wrongdoing of any kind.

10. Any controversy or claim arising out of or relating to this Release, or breach thereof, shall be settled by arbitration in Nashville, Tennessee in accordance with the Rules of the American Arbitration Association, and judgment upon any proper award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. There shall be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. To the extent permitted by the Rules of the American Arbitration Association, the selected arbitrators may grant equitable relief. The cost of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, and all other fees shall be borne by Corporation. To the extent that Officer prevails with respect to any portion of an arbitration award, Officer shall be reimbursed by Corporation for the costs and expenses incurred by Officer, including reasonable attorneys' fees, in connection with the arbitration in an amount proportionate to the award to Officer as compared to the amount in dispute.

11. The failure of any provision of this Release shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Release shall not be construed to be a waiver of such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision. In the event that any provision or portion of this Release shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Release shall be unaffected thereby and shall remain in full force and effect.

12. This Release represents the entire understanding and agreement of Officer and the Released Parties with respect to the subject matter hereof, and there are no promises, agreements, conditions, undertakings, warranties or representations, whether written or oral, express or implied, by or among Officer and the Released Parties with respect to such subject matter other than as set forth herein. This Release cannot be amended, supplemented or modified except by an instrument in writing signed by Officer and the Corporation, and no waiver of this Release or any provision hereof shall be effective except to the extent such waiver is in writing, specifies that the purpose thereof is to waive this Release or a provision hereof and is executed and delivered by the party to be charged therewith.

13. This Release shall be binding upon and be enforceable against Officer and his heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of and be enforceable by each of the Released Parties and his, her or its heirs, executors, administrators, legal representatives, successors and assigns.

Exhibit 10.1

14.OFFICER REPRESENTS AND CONFIRMS THAT HE HAS CAREFULLY READ THIS RELEASE, THAT THIS RELEASE HAS BEEN FULLY EXPLAINED TO HIM, THAT HE HAS HAD THE OPPORTUNITY TO HAVE THIS RELEASE REVIEWED BY AN ATTORNEY, THAT HE FULLY UNDERSTANDS the FINAL AND BINDING EFFECT OF THIS RELEASE, THAT THE ONLY PROMISES MADE TO HIM TO SIGN THE RELEASE ARE THOSE STATED IN THIS RELEASE AND THAT OFFICER IS SIGNING THIS RELEASE VOLUNTARILY WITH THE FULL INTENT OF RELEASING THE RELEASED PARTIES OF ALL CLAIMS DESCRIBED HEREIN.

Officer has executed and delivered this Release as of the date set forth below and this Release is and shall be effective, subject to expiration of the seven-day revocation period referred to in Section 5 above.

Dated: _____, 20____

Austen Helfrich

AMENDMENT NO. 3 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 3 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Amendment") is effective as of October 1, 2024 ("Effective Date") by and between HEALTHCARE REALTY TRUST INCORPORATED, a Maryland corporation ("Corporation"), and Robert E. Hull ("Officer").

RECITALS

WHEREAS, the Corporation has heretofore employed the Officer as its Executive Vice President - Investments under the terms of an Amended and Restated Employment Agreement dated January 1, 2017, as amended by Amendment No. 1 effective January 1, 2020 and Amendment No. 2 effective January 1, 2022 (as amended, the "Employment Agreement"); and

WHEREAS, the parties desire to modify the Employment Agreement with this Amendment;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby affirmed, the parties hereto agree to amend the Employment Agreement as of the Effective Date:

1. Section 1 shall be deleted in its entirety and the following substituted in its place:

1. Duties. During the term of this Agreement, Officer agrees to be employed by and to serve Corporation as its Executive Vice President and Chief Operating Officer and Corporation agrees to employ and retain Officer in such capacity. Officer shall have such duties and responsibilities as may be prescribed by the Corporation's Chief Executive Officer and/or the Board of Directors. Officer shall devote such of his business time, energy, and skill to the affairs of Corporation as shall be necessary to perform his duties under this Agreement. Officer shall report to Corporation's Chief Executive Officer and at all times during the term of this Agreement shall have powers and duties at least commensurate with his position as Executive Vice President and Chief Operating Officer. Officer's principal place of business with respect to his services to Corporation shall be within 35 miles of Nashville, Tennessee.

2. Section 2.9 is deleted in its entirety and the following substituted in its place:

2.9 Notice of Termination. Corporation may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Officer of such termination. Officer may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Corporation of such termination.

3. Section 4.1(b) in the third line of such section is amended to read as follows: "(b) the greater of two times: (i) the average annual Bonus Compensation, if any, earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's target annual Bonus Compensation at the date of termination, currently \$900,000,".

Exhibit 10.2

4. The third sentence of Section 4.2 of the Employment Agreement is amended to read as follows: "In addition to the severance payment payable under this Section 4.2, Officer shall be paid an amount equal to the greater of two times: (i) the average annual Bonus Compensation, if any earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's threshold annual Bonus Compensation at the date of termination, currently \$483,570."

5. This Amendment represents the entire understanding among the parties with respect to the subject matter hereof, and, as of the Effective Date, this Amendment supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Employment Agreement, as amended hereby, must be in writing and signed by the party against whom enforcement of such modification is sought. Except as expressly amended by this Amendment, the Employment Agreement remains unaltered and in full force and effect. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement.

[Execution Page Follows]

EXECUTION PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the ____ day of October, 2024 to be effective as of the Effective Date.

CORPORATION:

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ Todd J. Meredith
Name: Todd J. Meredith
Title: President and Chief Executive Officer

OFFICER:

/s/ Robert E. Hull

Robert E. Hull

AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Amendment") is effective as of October 1, 2024 ("Effective Date") by and between HEALTHCARE REALTY TRUST INCORPORATED, a Maryland corporation ("Corporation"), and Julie F. Wilson ("Officer").

RECITALS

WHEREAS, the Corporation has heretofore employed the Officer as its Executive Vice President, Operations under the terms of an Amended and Restated Employment Agreement dated effective July 1, 2021 (the "Employment Agreement"); and

WHEREAS, the parties desire to modify the Employment Agreement with this Amendment;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby affirmed, the parties hereto agree to amend the Employment Agreement as of the Effective Date:

1. Section 1 shall be deleted in its entirety and the following substituted in its place:

1. Duties. During the term of this Agreement, Officer agrees to be employed by and to serve Corporation as its Executive Vice President and Chief Administrative Officer and Corporation agrees to employ and retain Officer in such capacity. Officer shall have such duties and responsibilities as may be prescribed by the Corporation's Chief Executive Officer and/or the Board of Directors. Officer shall devote such of her business time, energy, and skill to the affairs of Corporation as shall be necessary to perform her duties under this Agreement. Officer shall report to Corporation's Chief Executive Officer and at all times during the term of this Agreement shall have powers and duties at least commensurate with her position as Executive Vice President and Chief Administrative Officer. Officer's principal place of business with respect to her services to Corporation shall be within 35 miles of Nashville, Tennessee.

2. Section 2.9 is deleted in its entirety and the following substituted in its place:

2.9 Notice of Termination. Corporation may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Officer of such termination. Officer may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Corporation of such termination.

3. Section 4.1(b) in the third line of such section is amended to read as follows: "(b) the greater of two times: (i) the average annual Bonus Compensation, if any, earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's target annual Bonus Compensation at the date of termination, currently \$810,000.00".

Exhibit 10.3

4. The third sentence of Section 4.2 of the Employment Agreement is amended to read as follows: "In addition to the severance payment payable under this Section 4.2, Officer shall be paid an amount equal to the greater of two times: (i) the average annual Bonus Compensation, if any earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's threshold annual Bonus Compensation at the date of termination, currently \$435,375.00."

5. This Amendment represents the entire understanding among the parties with respect to the subject matter hereof, and, as of the Effective Date, this Amendment supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Employment Agreement, as amended hereby, must be in writing and signed by the party against whom enforcement of such modification is sought. Except as expressly amended by this Amendment, the Employment Agreement remains unaltered and in full force and effect. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement.

[Execution Page Follows]

EXECUTION PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the _____ day of October, 2024 to be effective as of the Effective Date.

CORPORATION:

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ Todd J. Meredith
Name: Todd J. Meredith
Title: President and Chief Executive Officer

OFFICER:

/s/ Julie F. Wilson

Julie F. Wilson

HEALTHCARE REALTY TRUST INCORPORATED
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is effective as of October 1, 2024 ("Effective Date") by and between HEALTHCARE REALTY TRUST INCORPORATED, a Maryland corporation ("Corporation"), and Ryan E. Crowley ("Officer").

RECITALS

WHEREAS, the Corporation has heretofore employed the Officer under the terms of an amended and restated employment agreement dated January 1, 2023 (the "Prior Agreement"); and

WHEREAS, the parties desire to modify the Prior Agreement with this amendment and restatement to acknowledge Officer's promotion to the office of Executive Vice President and Chief Investment Officer and to conform terms of employment and the officer's compensation with the Corporation's current compensation practices and commensurate with Officer's position;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby affirmed, the parties hereto agree to the following to supersede the Prior Agreement as a complete amendment and restatement thereof as of the Effective Date:

1. Duties. During the term of this Agreement, Officer agrees to be employed by and to serve Corporation as its Executive Vice President and Chief Investment Officer and Corporation agrees to employ and retain Officer in such capacity. Officer shall have such duties and responsibilities as may be prescribed by the Corporation's Chief Executive Officer and/or the Board of Directors. Officer shall devote such of his business time, energy, and skill to the affairs of Corporation as shall be necessary to perform his duties under this Agreement. Officer shall report to Corporation's Chief Executive Officer and at all times during the term of this Agreement shall have powers and duties at least commensurate with his position as Executive Vice President and Chief Investment Officer. Officer's principal place of business with respect to his services to Corporation shall be within 35 miles of Nashville, Tennessee.

2. Term of Employment.

2.1 Definitions. For purposes of this Agreement the following terms shall have the following meanings:

(a) "**Bonus Compensation**" shall mean any cash bonus and any non-equity incentive plan compensation, whether pursuant to the Incentive Plans or awarded through the discretion of the Corporation.

(b) "**Change in Control**" shall mean (i) the acquisition by any person and all other persons who constitute a group (within the meaning of Section 13(d)(3) of

the Securities Exchange Act of 1934 ("Exchange Act") of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 20 percent or more of Corporation's outstanding securities, unless a majority of the "Continuing Directors" approves the acquisition not later than ten business days after Corporation makes that determination, or (ii) the first day on which a majority of the members of Corporation's Board of Directors are not "Continuing Directors."

(c) "**Constructive Termination**" shall mean (i) any material breach of this Agreement by Corporation, (ii) any substantial reduction in the authority or responsibility of Officer or other substantial reduction in the terms and conditions of Officer's employment under circumstances which would not justify a Termination For Cause and which are not the result of a breach by Officer of this Agreement, (iii) any act(s) by Corporation which are designed to or have the effect of rendering Officer's working conditions so intolerable or demeaning on a recurring basis that a reasonable person would resign such employment, or (iv) relocation of Officer to a location that is more than 35 miles from the location of Corporation's headquarters on the date this Agreement is executed.

(d) "**Continuing Directors**" shall mean, as of any date of determination, any member of the Board of Directors of Corporation who (i) was a member of that Board of Directors on the Effective Date, (ii) has been a member of that Board of Directors for the two years immediately preceding such date of determination, or (iii) was nominated for election or elected to the Board of Directors with the affirmative vote of the greater of (x) a majority of Continuing Directors who were members of the Board at the time of such nomination or election or (y) at least four Continuing Directors.

(e) "**Incentive Plans**" shall mean the Corporation's Amended and Restated 2006 Incentive Plan, and any successor plans, or other equity-based plan or arrangement adopted by the Compensation Committee of the Board of Directors (the "Compensation Committee") from time to time.

(f) "**Termination For Cause**" shall mean termination by Corporation of Officer's employment by reason of Officer's (i) dishonesty towards Corporation, (ii) fraud upon Corporation, or (iii) deliberate injury or attempted injury to Corporation, in each such case causing material injury to Corporation, or by reason of Officer's breach of this Agreement causing material injury to Corporation. Corporation shall have the burden of establishing that any such termination of Officer's employment by Corporation is a Termination For Cause.

(g) "**Termination Other Than For Cause**" shall mean any termination by Corporation of Officer's employment by Corporation, other than (i) a Termination For Cause or (ii) termination by reason of Officer's death or disability as described in Sections 2.5 and 2.6. Termination Other Than For Cause shall include a Constructive Termination of Officer's employment, effective upon notice from Officer to Corporation of such Constructive Termination.

(h) "**Termination Upon a Change in Control**" shall mean a termination of Officer's employment with Corporation within 12 months following a "Change in Control" that constitutes a Termination Other Than For Cause described in Section 2.1(g).

(i) "**Voluntary Termination**" shall mean termination by Officer of Officer's employment by Corporation other than (i) a Constructive Termination as described in subsection 2.1(c), (ii) "Termination Upon a Change in Control" as described in Section 2.1(h), and (iii) termination by reason of Officer's death or disability as described in Sections 2.5 and 2.6.

2.2 Basic Term. The term of this Agreement shall commence on October 1, 2024 and continue through December 31, 2024, unless terminated pursuant to this Section 2. On December 31, 2024, and on December 31 of each succeeding year, the first sentence of this Section 2.2 shall be automatically amended to provide that the term of the Agreement shall be renewed for a one-year period commencing on the next January 1 and continuing through December 31 of the same year, such that this Agreement shall be deemed to have been renewed each year for a one-year period prior to the expiration of the current term.

2.3 Termination For Cause. Termination For Cause may be effected by Corporation at any time during the term of this Agreement and shall be effected by written notification to Officer. Upon Termination For Cause, Officer immediately shall be paid all accrued Base Salary (as that term is defined below) adjusted for any elective deferral, Bonus Compensation, if any, to the extent awarded but not yet paid, any benefits under any plans of the Corporation (including any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but Officer shall not be paid any other compensation or reimbursement of any kind, including without limitation, severance compensation.

2.4 Termination Other Than For Cause or Constructive Termination. Notwithstanding anything else in this Agreement, Corporation may effect a Termination Other Than For Cause at any time upon giving written notice to Officer of such termination. Upon any Termination Other Than For Cause, or upon a Constructive Termination, Officer shall immediately be paid all accrued Base Salary adjusted for any elective deferral, Bonus Compensation, if any, to the extent awarded but not yet paid, any benefits under any plans of the Corporation (including any benefits under any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, full vesting of all awards previously granted to Officer under the Incentive Plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, and all severance compensation provided in Section 4.2, but no other compensation or reimbursement of any kind.

2.5 Termination by Reason of Disability. If, during the term of this Agreement, Officer, in the reasonable judgment of the Board of Directors of Corporation, has failed to perform his duties under this Agreement on account of illness or physical or mental incapacity, and such illness or incapacity continues for a period of more than 12 consecutive months, Corporation shall have the right to terminate Officer's employment hereunder by written notification to Officer and payment to Officer of all accrued Base Salary adjusted for any elective deferral, Bonus Compensation, if any, to the extent awarded but not yet paid, full vesting of any awards granted to Officer under the Incentive Plans, any benefits under any plans of the Corporation (including any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, accrued vacation

pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, with the exception of medical and dental benefits which shall continue at Corporation's expense through the then current one-year term of the Agreement, but Officer shall not be paid any other compensation or reimbursement of any kind, including without limitation, severance compensation.

2.6 Death . In the event of Officer's death during the term of this Agreement, Officer's employment shall be deemed to have terminated as of the last day of the month during which his death occurs and Corporation shall pay to his estate or such beneficiaries as Officer may from time to time designate (a) all accrued Base Salary adjusted for any elective deferral, (b) Bonus Compensation, if any, to the extent awarded but not yet paid, (c) any pro-rated portion of the Bonus Compensation that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of days in such period that had elapsed as of the termination date, payable at the time that the Corporation pays bonuses to its executive officers for such period; provided, however, that such Bonus Compensation shall be payable only if Officer remained employed for at least half of the period for which the Bonus Compensation would have been payable, (d) any pro-rated portion of equity compensation under the Incentive Plans that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of days in such period that had elapsed as of the termination date, payable in either stock or cash at the Corporation's election and at the time that the Corporation pays such equity compensation awards to its executive officers for such period; provided, however, that such equity compensation award shall be payable only if Officer remained employed for at least half of the period for which the award would have been payable, (e) full vesting of any awards granted to Officer under the Incentive Plans, (f) any benefits under any plans of the Corporation (including any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, (g) accrued vacation pay, and (h) any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but Officer's estate shall not be paid any other compensation or reimbursement of any kind, including without limitation, severance compensation.

2.7 Voluntary Termination . In the event of a Voluntary Termination, Corporation shall immediately pay all accrued Base Salary, Bonus Compensation, if any, to the extent awarded but not yet paid, any benefits under any plans of the Corporation (including any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by Officer in connection with his duties hereunder, all to the date of termination, but no other compensation or reimbursement of any kind, including without limitation, severance compensation.

2.8 Termination Upon a Change in Control . In the event of a Termination Upon a Change in Control, Officer shall immediately be paid all accrued Base Salary adjusted for any elective deferral, Bonus Compensation, if any, to the extent awarded through the date of termination but not yet paid, any benefits under any plans of the Corporation (including any defined contribution or health and welfare benefit plans) in which Officer is a participant to the full extent of Officer's rights under such plans, full vesting of shares awarded to Officer under the Incentive Plans, accrued vacation pay and any appropriate business expenses incurred by

Officer in connection with his duties hereunder, all to the date of termination, and all severance compensation provided in Section 4.1 in the event of a Termination Upon a Change in Control, but no other compensation or reimbursement of any kind.

2.9 Notice of Termination. Corporation may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Officer of such termination. Officer may effect a termination of this Agreement pursuant to the provisions of this Section 2 upon giving 10 days written notice to Corporation of such termination.

3. Salary, Benefits and Bonus Compensation.

3.1 Base Salary. As payment for the services to be rendered by Officer as provided in Section 1 and subject to the terms and conditions of Section 2, Corporation agrees to pay to Officer a "Base Salary" at the rate of \$450,000 per annum payable in equal semi-monthly installments, or in such other periodic installments as mutually agreed to by Corporation and Officer.

3.2 Bonuses. Officer shall be eligible to receive Bonus Compensation for each year (or portion thereof) during the term of this Agreement and any extensions thereof, in accordance with the Incentive Plans or other policy, plan or arrangement adopted by the Compensation Committee from time to time.

3.3 Additional Benefits. During the term of this Agreement, Officer shall be entitled to the following additional benefits:

(a) **Officer Benefits** . Officer shall be eligible to participate in such of Corporation's benefits and deferred compensation plans as are now generally available or later made generally available to executive officers of Corporation, including, without limitation, the Incentive Plans, dental and medical plans, group life and disability insurance, perquisites, and retirement plans. For purposes of establishing the length of service under any benefit plans or programs of Corporation, Officer's employment with Corporation will be deemed to have commenced on March 14, 2006.

(b) **Vacation** . Officer shall be entitled to four weeks of vacation during each year during the term of this Agreement and any extensions thereof, prorated for partial years.

(c) **Reimbursement for Expenses** . During the term of this Agreement, Corporation shall reimburse Officer for reasonable and properly documented out-of-pocket business and/or entertainment expenses incurred by Officer in connection with his duties under this Agreement.

4. Severance Compensation.

4.1 Severance Compensation in the Event of a Termination Upon a Change in Control. In the event Officer's employment is terminated in a Termination Upon a Change in Control, Officer shall be paid as severance compensation an amount equal to (a) three

times his annual Base Salary (at the rate payable at the time of such termination) plus (b) the greater of two times: (i) the average annual Bonus Compensation, if any, earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's target annual Bonus Compensation at the date of termination, currently \$810,000.00, plus (c) any pro-rated portion of the Bonus Compensation that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of days in such period that had elapsed as of the termination date, payable at the time that the Corporation pays bonuses to its executive officers for such period; provided, however, that such Bonus Compensation shall be payable only if Officer remained employed for at least half of the period for which the Bonus Compensation would have been payable, plus (d) any pro-rated portion of equity compensation under the Incentive Plans that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of days in such period that had elapsed as of the termination date, payable in either stock or cash at the Corporation's election and at the time that the Corporation pays such equity compensation awards to its executive officers for such period; provided, however, that such equity compensation award shall be payable only if Officer remained employed for at least half of the period for which the award would have been payable. Such severance compensation shall be paid in a lump sum promptly after the date of such termination, subject to the limitations of Section 4.4. The parties intend that, to the greatest extent possible, such severance compensation be treated as made pursuant to a "separation pay plan," and not subject to the restrictions imposed by Section 4.4, as provided under Treas. Reg. § 1.409A-1(b)(9), and agree to pay such severance in separate installments if the amount of severance hereunder exceeds the limits thereof. To the extent permissible under the group health benefit plans of the Corporation (or its successor), Officer may continue to participate in such plans under the same terms as active employees, pursuant to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), until the expiration of such COBRA continuation coverage. Officer is under no obligation to mitigate the amount owed Officer pursuant to this Section 4.1 by seeking other employment or otherwise.

4.2 Severance Compensation in the Event of a Termination Other Than For Cause. In the event Officer's employment is terminated in a Termination Other Than For Cause, Officer shall be paid as severance compensation his Base Salary (at the rate payable at the time of such termination), for a period of 18 months from the date of such termination, on the dates specified in Section 3.1. Officer is under no obligation to mitigate the amount owed Officer pursuant to this Section 4.2 by seeking other employment or otherwise. In addition to the severance payment payable under this Section 4.2, Officer shall be paid an amount equal to the greater of two times: (i) the average annual Bonus Compensation, if any, earned by Officer with respect to the two full calendar years immediately preceding the date of termination and (ii) Officer's threshold annual Bonus Compensation at the date of termination, currently \$435,375.00. In addition, Officer shall be paid (i) any pro-rated portion of the Bonus Compensation that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of days in such period that had elapsed as of the termination date, payable at the time that the Corporation pays bonuses to its executive officers for such period; provided, however, that such Bonus Compensation shall be payable only if Officer remained employed for at least half of the period for which the Bonus Compensation would have been payable, plus (ii) any pro-rated portion of equity compensation under the Incentive Plans that Officer would have earned for a given period in which the termination occurs (if he had remained employed for the entire period), based on the number of

days in such period that had elapsed as of the termination date, payable in either stock or cash at the Corporation's election and at the time that the Corporation pays such equity compensation awards to its executive officers for such period; provided, however, that such equity compensation award shall be payable only if Officer remained employed for at least half of the period for which the award would have been payable. The parties intend that, to the greatest extent possible, such severance compensation be treated as made pursuant to a "separation pay plan," and not subject to the restrictions imposed by Section 4.4, as provided under Treas. Reg. § 1.409A-1(b)(9), and agree to pay such severance in separate installments if the amount of severance hereunder exceeds the limits thereof. To the extent permissible under the group health benefit plans of the Corporation (or its successor), Officer may continue to participate in such plans under the same terms as active employees, pursuant to continuation coverage under COBRA, until the expiration of such COBRA continuation coverage.

4.3 No Severance Compensation Upon Other Termination . In the event of a Voluntary Termination, Termination For Cause, termination by reason of Officer's disability pursuant to Section 2.5, or termination by reason of Officer's death pursuant to Section 2.6, Officer or his estate shall not be paid any severance compensation and shall receive only the benefits as provided in the appropriate section of Article II applicable to the respective termination.

4.4 Section 409A Payment Restrictions . The provisions of this Agreement shall be construed in a manner that is consistent with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (Section 409A of the Code, together, with any state law of similar effect, "Section 409A") in order to avoid any adverse tax consequences to the Officer. It is intended that each installment of the payments of the severance compensation described in this Section 4 together with all other payments and benefits provided to Officer by Corporation, whether under this Agreement or otherwise, is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i) and satisfies, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treas. Reg. §§ 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, to the extent it is determined that such payments constitute "deferred compensation" under Section 409A and Officer is a "specified employee," as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of such payments shall be delayed as follows: on the earlier of six months and one day after Officer's separation from service (as defined below) or the date of Officer's death, the Corporation shall (A) pay to Officer a lump sum amount equal to the sum of the payments that Officer would otherwise have received through the delayed payment date, and (B) commence any remaining payments in accordance with the terms of this Agreement or such other plan or arrangement of deferred compensation, as applicable. To the extent that any such deferred compensation benefit is payable upon an event involving the Officer's cessation of services, such payment(s) shall not be made unless such event constitutes a "separation from service" pursuant to the default definition in Treas. Reg. § 1.409A-1(h).

4.5 Golden Parachute Restrictions . Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by or on behalf of the Corporation to or for the benefit of the Officer as a result of and contingent on a "change in control," as defined in section 280G of the Code, (such amounts contingent on a change in control as described in Treas. Reg. § 1.280G-1 Q/A-22) whether paid or payable or

distributed or distributable pursuant to the terms of this Agreement or otherwise, (together, the "Contingent Payment") would constitute a "parachute payment," as defined in Treas. Reg. § 1.280G-1 Q/A-30, the amount of the Contingent Payment to Officer shall be (A) reduced to an amount that is one dollar less than 300% of the Officer's "base amount" (as defined in section 280G(b)(3)(A) of the Code), so that the amount of such payments do not constitute a parachute payment (the "Safe Harbor Payment"), or, if greater, (B) the entire Contingent Payment, unreduced by the calculation in clause (A), provided that the net value of such Contingent Payment to the Officer exceeds the Safe Harbor Payment, after taking into account the additional taxes to Officer that apply to the unreduced Contingent Payment, including the excise taxes imposed thereon under section 4999 of the Code. The determination of the amount to be paid to Officer on account of this Section 4.5 shall be made by the accountant, tax counsel or other similar expert advisor to Officer (the "Tax Advisor"), which shall, if requested, provide detailed supporting calculations both to the Corporation and the Officer and if requested, a written opinion. The supporting calculations shall include a valuation of the non-competition provisions of Section 5. The costs and expenses of the Tax Advisor shall be the responsibility of the Corporation.

4.6. Release of Claims. The payments set forth in Sections 4.1 and 4.2 of this Agreement are subject to the execution and delivery by Officer of a waiver and general release of claims (the "Release") to Corporation substantially in the form attached hereto as Exhibit A (and having not revoked such Release for a period of seven (7) days following its execution by Officer and its delivery to the Corporation).

5. Non-Competition. During the term of this Agreement and for the longer of: (i) any period during which Officer is receiving periodic severance payments pursuant to Section 4.2, or (ii) one year following a Termination Upon a Change in Control, in either case so long as the payments provided for in Section 4.1 or 4.2 are made on a timely basis:

(a) Officer shall not, without the prior written consent of Corporation, directly or indirectly, own, manage, operate, control, be connected with as an officer, employee, partner, consultant or otherwise, or otherwise engage or participate in any corporation or other business entity engaged in the business of buying, selling, developing, building and/or managing real estate facilities for the medical and healthcare sectors of the real estate industry. Officer understands and acknowledges that Corporation carries on business nationwide and that the nature of Corporation's activities cannot be confined to a limited area. Accordingly, Officer agrees that the geographic scope of this Section 5 shall include the United States of America. Notwithstanding the foregoing, the ownership by Officer of less than 2% of any class of the outstanding capital stock of any corporation conducting such a competitive business which is regularly traded on a national securities exchange or in the over-the-counter market shall not be a violation of the foregoing covenant.

(b) Simultaneously with Officer's execution of this Agreement and upon each anniversary of the Effective Date, Officer shall notify the Chairman of the Compensation Committee of the nature and extent of Officer's investments, stock holdings, employment as an employee, director, or any similar interest in any business or enterprise engaged in buying, selling, developing, building, and/or managing real estate facilities for the medical and healthcare sectors of the real estate industry other than Corporation; provided, however, that Officer shall have no obligation to disclose any investment under \$100,000 in value or any holdings of

publicly traded securities which are not in excess of one percent of the outstanding class of such securities.

(c) Officer shall not contact or solicit, directly or indirectly, any customer, client, tenant or account whose identity Officer obtained through association with Corporation, regardless of the geographical location of such customer, client, tenant or account, nor shall Officer, directly or indirectly, entice or induce, or attempt to entice or induce, any employee of Corporation to leave such employ, nor shall Officer employ any such person in any business similar to or in competition with that of Corporation. Officer hereby acknowledges and agrees that the provisions set forth in this Section 5 constitute a reasonable restriction on his ability to compete with Corporation and will not adversely affect his ability to earn income sufficient to support him and/or his family.

(d) The parties hereto agree that, in the event a court of competent jurisdiction shall determine that the geographical or durational elements of this covenant are unenforceable, such determination shall not render the entire covenant unenforceable. Rather, the excessive aspects of the covenant shall be reduced to the threshold which is enforceable, and the remaining aspects shall not be affected thereby.

6. Trade Secrets and Customer Lists . Officer agrees to hold in strict confidence all information concerning any matters affecting or relating to the business of Corporation and its subsidiaries and affiliates, including, without limiting the generality of the foregoing, its manner of operation, business plans, business prospects, agreements, protocols, processes, computer programs, customer lists, market strategies, internal performance statistics, financial data, marketing information and analyses, or other data, without regard to the capacity in which such information was acquired. Officer agrees that he will not, directly or indirectly, use any such information for the benefit of any person or entity other than Corporation or disclose or communicate any of such information in any manner whatsoever other than to the directors, officers, employees, agents, and representatives of Corporation who need to know such information, who shall be informed by Officer of the confidential nature of such information and directed by Officer to treat such information confidentially. Such information does not include information which (i) was disclosed to the public by Corporation or becomes generally available to the public other than as a result of an unauthorized disclosure by Officer or his representatives, or (ii) was or becomes available to Officer on a non-confidential basis from a source other than Corporation or its advisors provided that such source is not known to Officer to be bound by a confidentiality agreement with Corporation, or otherwise prohibited from transmitting the information to Officer by a contractual, legal or fiduciary obligation; notwithstanding the foregoing, if any such information does become generally available to the public, Officer agrees not to further discuss or disseminate such information except in the performance of his duties as Officer. Upon Corporation's request, Officer will return all information furnished to him related to the business of Corporation. The parties hereto stipulate that all such information is material and confidential and gravely affects the effective and successful conduct of the business of Corporation and Corporation's goodwill, and that any breach of the terms of this Section 6 shall be a material breach of this Agreement. The terms of this Section 6 shall remain in effect following the termination of this Agreement.

7. Use of Proprietary Information . Officer recognizes that Corporation possesses a proprietary interest in all of the information described in Section 6 and has the exclusive right

and privilege to use, protect by copyright, patent or trademark, manufacture or otherwise exploit the processes, ideas and concepts described therein to the exclusion of Officer, except as otherwise agreed between Corporation and Officer in writing. Officer expressly agrees that any products, inventions, discoveries or improvements made by Officer, his agents or affiliates based on or arising out of the information described in Section 6 shall be (i) deemed a work made for hire under the terms of United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and Corporation shall be the owner of all such rights with respect thereto and (ii) the property of and inure to the exclusive benefit of Corporation.

8. Miscellaneous .

8.1 Payment Obligations . Corporation's obligation to pay Officer the compensation and to make the arrangements provided herein shall be unconditional, and Officer shall have no obligation whatsoever to mitigate damages hereunder. In the event that any arbitration, litigation or other action after a Change in Control is brought to enforce or interpret any provision contained herein, Corporation, to the extent permitted by applicable law and Corporation's Articles of Incorporation and Bylaws, hereby indemnifies Officer for Officer's reasonable attorneys' fees and disbursements incurred in such arbitration, litigation, or other action and shall advance payment of such attorneys' fees and disbursements.

8.2 Waiver . The waiver of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or other provision hereof.

8.3 Entire Agreement; Modifications . Except as otherwise provided herein, this Agreement represents the entire understanding among the parties with respect to the subject matter hereof, and, as of the Effective Date, this Agreement supersedes any and all prior understandings, agreements, plans and negotiations, whether written or oral, with respect to the subject matter hereof, including without limitation, the Prior Agreement. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

8.4 Notices . All notices and other communications under this Agreement shall be in writing and shall be given by personal delivery, nationally recognized overnight courier, email, or first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given upon receipt in the event of personal delivery or overnight courier, three days after mailing to the respective persons named below:

If to Corporation:

Healthcare Realty Trust Incorporated
3310 West End Avenue, Suite 700

Nashville, Tennessee 37203
Attention: Chief Executive Officer

Phone: (615) 269-8175
Fax: (615) 269-8122
Email address of Chief Executive Officer

If to Officer, by hand delivery to Officer on the premises of the Corporation or to the most recent address of Officer maintained in the records of the Corporation.

Any party may change such party's address for notices by notice duly give pursuant to this Section 8.4.

8.5 **Headings**. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

8.6 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

8.7 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in Nashville, Tennessee in accordance with the Rules of the American Arbitration Association, and judgment upon any proper award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. There shall be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. To the extent permitted by the Rules of the American Arbitration Association, the selected arbitrators may grant equitable relief. The cost of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, and all other fees shall be borne by Corporation. Except as otherwise provided in Section 8.1 with respect to events following a Change in Control, to the extent that Officer prevails with respect to any portion of an arbitration award, Officer shall be reimbursed by Corporation for the costs and expenses incurred by Officer, including reasonable attorneys' fees, in connection with the arbitration in an amount proportionate to the award to Officer as compared to the amount in dispute.

8.8 **Severability**. Should a court or other body of competent jurisdiction determine that any provision of this Agreement is excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, and all other provisions of this Agreement shall be deemed valid and enforceable to the extent possible.

8.9 **Survival of Corporation's Obligations**. Corporation's obligations hereunder shall not be terminated by reason of any liquidation, dissolution, bankruptcy, cessation of business, or similar event relating to Corporation. This Agreement shall not be terminated by any merger or consolidation or other reorganization of Corporation. In the event any such merger, consolidation or reorganization shall be accomplished by transfer of stock or by transfer of assets or otherwise, the provisions of this Agreement shall be binding upon and inure to the benefit of the surviving or resulting corporation or person. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the parties; provided, however, that except as herein expressly provided, this Agreement shall not be assignable either by Corporation (except to an affiliate of Corporation in which event Corporation shall remain liable if the affiliate fails to meet any obligations to make payments or provide benefits or otherwise) or by Officer.

8.10 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

8.11 **Withholdings** . All compensation and benefits to Officer hereunder shall be reduced only by all federal, state, local and other withholdings and similar taxes and payments that are required by applicable law. Except as otherwise specifically agreed by Officer, no other offsets or withholdings shall apply to reduce the payment of compensation and benefits hereunder.

8.12 **Indemnification** . In addition to any rights to indemnification to which Officer is entitled to under Corporation's Articles of Incorporation and Bylaws, Corporation shall indemnify Officer at all times during and after the term of this Agreement to the maximum extent permitted under Section 2-418 of the General Corporation Law of the State of Maryland or any successor provision thereof and any other applicable state law, and shall pay Officer's expenses in defending any civil or criminal action, suit, or proceeding (unrelated to a dispute under this Agreement) in advance of the final disposition of such action, suit, or proceeding, to the maximum extent permitted under such applicable state laws. The Corporation will provide advance payment of legal costs and expenses that are reasonable and appropriate for defending such action, suit or proceeding. The indemnification provisions contained in this Section 8.12 shall survive the termination of this Agreement and Officer's employment by Corporation indefinitely.

8.13 **Clawback Policy** . Officer acknowledges receipt of and having read and understands Corporation's Policy for the Recovery of Erroneously Awarded Compensation (the "Clawback Policy"). Officer shall be subject to the terms of the Clawback Policy or other recoupment, clawback or similar policy of Corporation as may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of erroneously awarded incentive-based compensation, or other cash, securities or property received with respect to such incentive-based compensation (including any value received from a disposition of such securities or property).

[Execution Page Follows]

EXECUTION PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of October, 2024, to be effective as of the Effective Date.

CORPORATION:

HEALTHCARE REALTY TRUST INCORPORATED

By: /s/ Todd J. Meredith
Name: Todd J. Meredith
Title: President and Chief Executive Officer

Officer:

/s/ Ryan E. Crowley
Ryan E. Crowley

Exhibit A
Form of Release

GENERAL RELEASE, dated as of [REDACTED], 20[REDACTED] (the “**Effective Date**”), entered into by Ryan E. Crowley (“**Officer**”) in favor of Healthcare Realty Trust Incorporated (along with its affiliates and subsidiaries, the “**Corporation**”) and the current and prior directors, officers, employees, agents and representatives of the Corporation and its subsidiaries, in their capacity as such (collectively, the “**Released Parties**”).

WHEREAS, Officer and the Corporation previously entered into an Amended and Restated Employment Agreement (the “**Employment Agreement**”), dated as of October 1, 2024 that has governed the terms and conditions of Officer’s employment by the Corporation, and Officer’s retention thereunder has been terminated in accordance with the terms thereof.

WHEREAS, this General Release (this “**Release**”) is the release referred to in Section 4.6 of the Employment Agreement.

WHEREAS, following execution of this Release and expiration of the seven-day revocation period referred to in Section 5 below, Officer will be entitled to payment of certain amounts (such amounts, collectively, “**Termination Payments**”) and other rights and benefits (such other rights and benefits, collectively, “**Termination Benefits**”) referred to in Sections 4.1 and/or 4.2 of the Employment Agreement, as applicable.

WHEREAS, Officer desires to compromise, finally settle and fully release actual or potential claims, including, without limitation, those related to Officer’s retention and termination of retention that Officer in any capacity may have or claim to have against the Corporation or any of the other Released Parties, excepting only those claims expressly provided herein to be excluded.

WHEREAS, Officer acknowledges that he is waiving his rights or claims only in exchange for consideration in addition to anything of value to which he already is entitled.

NOW, THEREFORE, in consideration of the foregoing and the Corporation’s agreement to pay the Termination Benefits and to provide the Termination Benefits, Officer, intending to be legally bound hereby, for himself and his heirs, executors, administrators, legal representatives, successors and assigns, does hereby agree as follows:

1. The recitals above are true and correct.

2. Except as expressly provided in Section 4 below, Officer does hereby completely release and forever discharge the Corporation and the other Released Parties of and from any and all actions, causes of action, suits, counterclaims, debts, dues, covenants, contracts, bonuses, controversies, agreements, promises, rights, claims, charges, complaints, expenses, costs (including, without limitation, attorneys’ fees and other costs of defense or prosecution), damages, losses, liabilities and demands whatsoever in law or equity (all of the foregoing, collectively, “**Claims**”) whatsoever and of every nature and description, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, liquidated or unliquidated, contingent or certain, and whether arising at law or in

equity, under the common law, state law, federal law or any other law or otherwise, that Officer ever had, may now have or hereafter can, shall or may have against the Corporation or any of the other Released Parties, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this Release.

3. The release set forth in Section 2 above shall extend and apply, without limitation, to any and all Claims in connection with Officer's employment or the termination thereof, including, without limitation, wrongful termination, breach of express or implied contract or unpaid wages or pursuant to any federal, state or local employment laws, regulations or executive orders prohibiting, *inter alia*, discrimination on the basis of age, race, sex, national origin, religion, handicap and/or disability; and any and all other federal, state and local laws and regulations prohibiting, without limitation, discrimination in employment, retaliation, conspiracy, tortious or wrongful discharge, breach of an express or implied contract, breach of a covenant of good faith and fair dealing, intentional and/or negligent infliction of emotional distress, defamation, misrepresentation or fraud, negligence, negligent supervision, hiring or retention, assault, battery, detrimental reliance or any other offense.

4. Officer's release provided in Sections 2 and 3 above does not extend or apply to any Claims with respect to the following ("**Excluded Claims**"): (a) the Corporation's obligations to pay the Termination Payments or to pay or provide the Termination Benefits, (b) Officer's entitlement to be indemnified by the Corporation with respect to Claims relating to any action or inaction, or any conduct or misconduct, by Officer in his capacity as an Executive Vice President of the Corporation or otherwise as a director, officer or employee of the Corporation (or in any similar capacity), whether pursuant to (i) the Corporation's articles of incorporation (as amended, restated or otherwise modified and in effect at the relevant time), (ii) the Corporation's bylaws (as amended, restated or otherwise modified and in effect at the relevant time), (iii) any resolution duly adopted by the Corporation's Board of Directors or shareholders and in effect at the relevant time, (iv) the Maryland General Corporation Law, (v) any other applicable law, rule or regulation or court order or judgment or any other agreement in effect at the relevant time or (c) any other rights or claims that may arise after the date of this Release, and/or (vi) Corporation's obligations to indemnify Officer pursuant to Section 8.12 of the Employment Agreement. For avoidance of doubt, nothing contained herein shall be deemed a waiver or release by Officer with respect to any protections or other rights to which he may be entitled under any D&O or other insurance policy.

5. Pursuant to the provisions of the Older Workers Benefit Protection Act ("OWBPA"), which applies to Officer's waiver of rights under the Age Discrimination in Employment Act, Officer has had a period of at least twenty-one (21) days within which to consider whether to execute this Release. Also pursuant to the OWBPA, Officer may revoke the Release within seven (7) days of its execution. It is specifically understood that this Release shall not become effective or enforceable until the seven-day revocation period has expired. Consideration for this Release will not be paid until the later of (a) expiration of the seven-day revocation period or (b) the date provided for in the Employment Agreement.

6. Officer acknowledges that, pursuant to the OWBPA, the Corporation has advised Officer, in writing, to consult with an attorney before executing this Release.

7. Officer covenants and agrees that he will not bring, initiate, enter into, maintain or participate in any suit, arbitration or other administrative or judicial proceeding, by means of a direct claim, cross claim, counterclaim, setoff or otherwise, against any Released Party based or premised on any of the Claims released above.

8. Officer acknowledges that the Corporation will not pay or be obligated to pay, and Officer shall not be entitled to, any consideration other than as expressly provided for by this Release or the Employment Agreement or with respect to Excluded Claims.

9. This Release does not constitute an admission by the Corporation or any other Released Party of a violation of any law, order, regulation or enactment or of wrongdoing of any kind.

10. Any controversy or claim arising out of or relating to this Release, or breach thereof, shall be settled by arbitration in Nashville, Tennessee in accordance with the Rules of the American Arbitration Association, and judgment upon any proper award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. There shall be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. To the extent permitted by the Rules of the American Arbitration Association, the selected arbitrators may grant equitable relief. The cost of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, and all other fees shall be borne by Corporation. To the extent that Officer prevails with respect to any portion of an arbitration award, Officer shall be reimbursed by Corporation for the costs and expenses incurred by Officer, including reasonable attorneys' fees, in connection with the arbitration in an amount proportionate to the award to Officer as compared to the amount in dispute.

11. The failure of any provision of this Release shall in no manner affect the right to enforce the same, and the waiver by any party of any breach of any provision of this Release shall not be construed to be a waiver of such party of any succeeding breach of such provision or a waiver by such party of any breach of any other provision. In the event that any provision or portion of this Release shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Release shall be unaffected thereby and shall remain in full force and effect.

12. This Release represents the entire understanding and agreement of Officer and the Released Parties with respect to the subject matter hereof, and there are no promises, agreements, conditions, undertakings, warranties or representations, whether written or oral, express or implied, by or among Officer and the Released Parties with respect to such subject matter other than as set forth herein. This Release cannot be amended, supplemented or modified except by an instrument in writing signed by Officer and the Corporation, and no waiver of this Release or any provision hereof shall be effective except to the extent such waiver is in writing, specifies that the purpose thereof is to waive this Release or a provision hereof and is executed and delivered by the party to be charged therewith.

13. This Release shall be binding upon and be enforceable against Officer and his heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the

Exhibit 10.4

benefit of and be enforceable by each of the Released Parties and his, her or its heirs, executors, administrators, legal representatives, successors and assigns.

14. OFFICER REPRESENTS AND CONFIRMS THAT HE HAS CAREFULLY READ THIS RELEASE, THAT THIS RELEASE HAS BEEN FULLY EXPLAINED TO HIM, THAT HE HAS HAD THE OPPORTUNITY TO HAVE THIS RELEASE REVIEWED BY AN ATTORNEY, THAT HE FULLY UNDERSTANDS THE FINAL AND BINDING EFFECT OF THIS RELEASE, THAT THE ONLY PROMISES MADE TO HIM TO SIGN THE RELEASE ARE THOSE STATED IN THIS RELEASE AND THAT OFFICER IS SIGNING THIS RELEASE VOLUNTARILY WITH THE FULL INTENT OF RELEASING THE RELEASED PARTIES OF ALL CLAIMS DESCRIBED HEREIN.

Officer has executed and delivered this Release as of the date set forth below and this Release is and shall be effective, subject to expiration of the seven-day revocation period referred to in Section 5 above.

Dated: _____, 20____

Ryan E. Crowley

Exhibit 22

LIST OF SUBSIDIARY ISSUERS OF GUARANTEED SECURITIES

As of September 30, 2024, Healthcare Realty Trust Incorporated is the guarantor of the outstanding debt securities of its subsidiaries, as listed below.

<u>Debt Instrument</u>	<u>Issuer</u>
3.88% Senior Notes due 2025	Healthcare Realty Holdings, L.P.
3.50% Senior Notes due 2026	Healthcare Realty Holdings, L.P.
3.75% Senior Notes due 2027	Healthcare Realty Holdings, L.P.
3.63% Senior Notes due 2028	Healthcare Realty Holdings, L.P.
3.10% Senior Notes due 2030	Healthcare Realty Holdings, L.P.
2.40% Senior Notes due 2030	Healthcare Realty Holdings, L.P.
2.05% Senior Notes due 2031	Healthcare Realty Holdings, L.P.
2.00% Senior Notes due 2031	Healthcare Realty Holdings, L.P.

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302

Exhibit 31.1

**Healthcare Realty Trust Incorporated
Certification
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Todd J. Meredith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Healthcare Realty Trust Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 30, 2024

/s/ TODD J. MEREDITH
Todd J. Meredith
President and Chief Executive Officer

CERTIFICATION OF THE INTERIM CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302

Exhibit 31.2

**Healthcare Realty Trust Incorporated
Certification
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Austen B. Helfrich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Healthcare Realty Trust Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 30, 2024

/s/ AUSTEN B. HELFRICH
Austen B. Helfrich
Interim Chief Financial Officer

CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350 SECTION 906

Exhibit 32

Healthcare Realty Trust Incorporated
Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Healthcare Realty Trust Incorporated (the "Company") on Form 10-Q for the quarter ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Todd J. Meredith, President and Chief Executive Officer of the Company, and I, Austen B. Helfrich, Interim Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 30, 2024

/s/ TODD J. MEREDITH

Todd J. Meredith
President and Chief Executive Officer

/s/ AUSTEN B. HELFRICH

Austen B. Helfrich
Interim Chief Financial Officer