

④ 16-05-201-006

RECORDED AT THE REQUEST OF, AND  
WHEN RECORDED RETURN TO:

Goldenwest Federal Credit Union  
5025 South Adams Avenue  
Ogden, UT 84403

5-097910

12622987

9/25/2017 3:14:00 PM \$24.00

Book - 10601 Pg - 9687-9694

ADAM GARDINER

Recorder, Salt Lake County, UT

BACKMAN TITLE SERVICES

BY: eCASH, DEPUTY - EF 8 P.

### NON-DISTURBANCE, ESTOPPEL AND ATTORNMENT AGREEMENT

The undersigned, The Lodge Properties, LLC, a Utah limited liability company ("Tenant"); Salt Lake Regional Medical Center, LP, a Delaware limited partnership ("Landlord"); and Goldenwest Federal Credit Union ("Lender") hereby agree to this Non-Disturbance, Estoppel and Attornment Agreement dated September 21, 2017 (the "Agreement") and hereby warrant, represent, covenant and agree as follows:

1. Purpose of Agreement. Tenant is the tenant and Landlord is the landlord pursuant to a Ground Lease dated March 14, 1986 between the predecessors to the Tenant and Landlord, as amended by a First Amendment dated March 10, 1994, and by Second Amendment to Ground Lease dated September 21, 2017 by and between Landlord and Tenant (collectively, the "Ground Lease"). A Memorandum of Ground Lease dated February 24, 1988 is recorded as Entry no. 4590416 in Book 6006, beginning at page 2449 of the Recorder's Office of Salt Lake County, Utah, and a Memorandum of Second Amendment to Ground Lease is recorded as Entry no. 12622925 in Book 10601, beginning at page 9170, of said Recorder's Office. Lender has agreed to make a member business loan to Tenant to be secured by all right, title and interest of Tenant under Ground Lease on the real property described therein and secured by the improvements to the real property (the "Loan"). The granting of the Loan is conditioned on, among other things, the execution and delivery of this Non-Disclosure, Estoppel and Attornment Agreement. This Agreement contains the applicable terms of non-disturbance by Lender and attornment by Landlord and Tenant.

2. Landlord Estoppel Certificate. Landlord hereby certifies to Lender as follows:

2.1. The Ground Lease is in full force and effect and constitutes a valid and binding obligation of Landlord enforceable in accordance with the terms thereof, subject to applicable bankruptcy and insolvency laws and other laws affecting the rights and remedies of creditors generally.

2.2. To Landlord's actual knowledge, (a) neither Landlord nor Tenant is in default under the Ground Lease, and (b) no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Ground Lease.

2.3. To Landlord's actual knowledge, (a) there are no defenses, counterclaims or setoffs against rents or charges due under the Ground Lease, and (b) no claim of any nature exists by Tenant or Landlord against the other under the Ground Lease.

2.4. None of the rent which Tenant is required to pay under the Ground Lease has been prepaid more than one year in advance.

2.5 To Landlord's actual knowledge, the Ground Lease has not been terminated, modified or amended, by "side letter" or otherwise, and, except as otherwise permitted in the Ground Lease, the Ground Lease shall not after the date of this Agreement be terminated, modified or amended, by "side letter" or otherwise, without the prior written consent of Lender for so long as the Loan is outstanding. Except as otherwise provided in the Ground Lease, including without limitation, Section 8.8 thereof, any attempted termination, modification or amendment of the Ground Lease without the prior written consent of Lender while the Loan is outstanding shall not be enforceable against Lender.

2.6. Landlord has been furnished with a copy of First American Title Insurance Company Commitment bearing Order No. 5-097910 (Revised #3) and effective date of August 2, 2017 (the "Commitment"). To Landlord's actual knowledge, there are no mortgage liens on Landlord's title to the property described therein or on its interest in the Ground Lease other than those disclosed in the Commitment.

3. Tenant Estoppel Certificate. Tenant hereby certifies to and agrees that, as of the date of this Agreement, Lender is relying on the following certifications and agreements of Tenant as consideration for Lender executing this Agreement and in making the loan to Tenant:

3.1. The Ground Lease is in full force and effect and establishes valid and binding obligations of the Landlord enforceable in accordance with their terms.

3.2. Neither Tenant nor, to Tenant's actual knowledge, Landlord is in default under the Ground Lease, and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Ground Lease.

3.3. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease or the Ground Lease, and no claim of any nature exists by Tenant or Landlord against the other under the Ground Lease.

3.4. None of the rent which Tenant is required to pay under the Ground Lease has been prepaid, or will in the future be prepaid, more than one month in advance.

3.5 The Ground Lease has not been terminated, modified or amended, by "side letter" or otherwise, and shall not after the date of this Agreement be terminated, modified or amended, by "side letter" or otherwise, without the prior written consent of Lender. Any attempted termination, modification or amendment without the prior written consent of Lender shall be void.

3.6 Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interests under the Ground Lease. During the term of the loan, as extended or modified, Landlord agrees not to assign, mortgage, sublet, encumber or otherwise transfer any or all of its interests under the Ground Lease without the prior written consent of Lender.

4. Non-Disturbance of Tenant. Unless an event of default pursuant to the loan documents with respect to the Loan occurs, Lender agrees not to interfere with the Ground Lease rights of Tenant. A default pursuant to this Agreement shall be considered as a default pursuant to such loan documents.

5. Non-Disturbance of Landlord. Lender acknowledges and agrees that it shall not interfere with the Ground Lease rights of Landlord under any circumstance. Lender also acknowledges and agrees that notwithstanding any provision in this Agreement to the contrary, under no circumstances shall Landlord's fee simple interest in the real property or its reversionary interest in the buildings, other improvements located thereon and/or its right, title and interest in the Ground Lease be hypothecated, subject to, or subordinated to, any lien, security interest or other encumbrance given to secure in whole or in part the Loan or any other indebtedness of Tenant to Lender secured by a lien on all or any part of Tenant's interest in the Ground Lease or any property referenced therein.

6. Attornment. In the event the Trust Deed securing the Loan is foreclosed for any reason, and Lender succeeds to the interest of Tenant under the Ground Lease, Lender shall be bound to Landlord under all of the terms of the Ground Lease for the balance of the term thereof remaining with the same force and effect as if Lender were Tenant pursuant to the Ground Lease.

7. Binding Effect. The rights and obligations hereunder of Tenant, Landlord and Lender shall bind and inure to the benefit of their respective successors and assigns.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with Utah Law.

9. Representative Authority. Each party represents and warrants to the other that the execution and delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of the representing party; that the person who signs this Agreement on behalf of such party is duly authorized to do so; and, in the case of Lender, that a copy of this Agreement will be filed in Lender's permanent loan file.

10. Description of the Land. The land subject to the Ground Lease and this Agreement is described on Exhibit A attached hereto.

[End of text; signatures appear on following pages.]

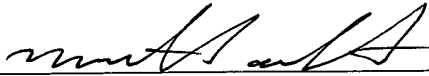
SIGNATURE PAGE OF LANDLORD FOR NON-DISTURBANCE, ESTOPPEL AND  
ATTORNNMENT AGREEMENT

Dated this 21 day of September, 2017

Landlord:

Salt Lake Regional Medical Center, LP,  
a Delaware limited partnership


By: IASIS Healthcare Holdings, Inc.,  
a Delaware corporation,  
Its General Partner

By:   
William A. Stokes, Vice President

ACKNOWLEDGEMENT OF LANDLORD

State of Tennessee            )  
County of Rutherford        )

On the 21st day of September, 2017, before me a Notary Public, personally appeared, William A. Stokes, Vice President of IASIS Heathcare Holdings, Inc., a Delaware corporation and general partner of Salt Lake Regional Medical Center, LP, a Delaware limited partnership, proven to me through satisfactory evidence, who is personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that he or she signed it voluntarily for its stated purpose.

  
Signature of Notary

Cindy T. Ellis  
Printed Name of Notary

My commission expires:  
6-21-2020



Place Notary Seal or Stamp Above

SIGNATURE PAGE OF TENANT FOR NON-DISTURBANCE, ESTOPPEL AND  
ATTORNNMENT AGREEMENT

Dated this 22 day of September, 2017

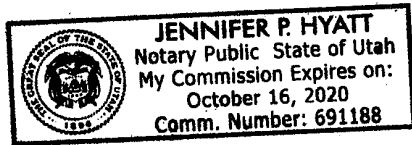
Tenant:

THE LODGE PROPERTIES, LC

By: *Jennifer P. Hyatt*  
Its: *Aaron Aizad*

TENANT ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2017 by  
*Aaron Aizad*, \_\_\_\_\_ on behalf of The Lodge Properties, LC.  
*Manager*



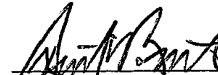
*Jennifer P. Hyatt*  
NOTARY PUBLIC

SIGNATURE PAGE OF LENDER FOR NON-DISTURBANCE, ESTOPPEL AND  
ATTORNMENMENT AGREEMENT

Dated this 22 day of September, 2017

LENDER:

GOLDENWEST FEDERAL CREDIT UNION

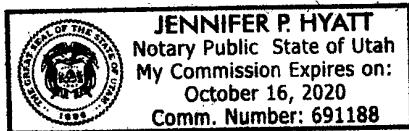
  
By: DAVID V. BECKETT  
Its: VP of COMMERCIAL LENDING

LENDER ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF ~~WEBER~~ Salt Lake  
*JK*

The foregoing instrument was acknowledged before me this 22 day of September, 2017 by  
DAVID V. BECKETT on behalf of Goldenwest Federal Credit Union.  
VP of Commercial Lending



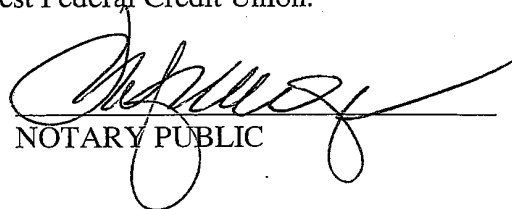
  
NOTARY PUBLIC

EXHIBIT A

Legal Description

Land in Salt Lake County, Utah, described as follows:

Beginning at the Northeast corner of Block 36, Plat "F", Salt Lake City Survey and running thence South 89°58'31" West 116.00 feet along the North line of said Block 36; thence South 00°01'29" East 148.00 feet; thence South 89°58'31" West 26.00 feet; thence South 00°01'29" East 66.00 feet; thence North 89°58'31" East 142.46 feet to the East line of said Block 36; thence North 00°08'48" West along said East line 214.00 feet to the point of beginning.