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10/22/2012 10:02:00 AM \$25.00
Book - 10068 Pg - 3455-3461
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 7 P.

Recording Requested By and
When Recorded Mail To:
Genworth Life Insurance Company
c/o Bank of America, RESF – Servicing
900 West Trade Street, Suite 650
NC1-026-06-01
Charlotte, North Carolina 28255

Loan No. 901000388

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation (“Lender”), has agreed to make a loan (the “Loan”) to BELL SQUARE L.L.C. (“Landlord”), and CENTER SQUARE MEDICAL, LTD. to be secured by a Deed of Trust, Assignment of Rents and Leases, and Security Agreement (the “Deed of Trust”) on the property commonly known as 3820 South 700 East, Salt Lake City, Utah (the “Property”), and more particularly described on attached Exhibit A. The parties acknowledge that the Deed of Trust is being recorded concurrently with or after this instrument on October 22, 2012 as Instrument No. 11496304 of Official Records of Salt Lake County. (The parties hereby authorize the title company to insert the appropriate Deed of Trust recording information when available.)

SALT LAKE PSYCHIATRIC REALTY, LLC (“Tenant”) has a Lease dated October 6, 2009, as modified by the First Amendment to Lease dated December 21, 2009 (collectively, the “Lease”) with Landlord on all or a portion of the Property (the “Leased Premises”).

Lender needs assurances from Tenant in order to make the Loan. Tenant is willing to give those assurances if Lender will agree, so long as Tenant is not in default under the Lease, not to disturb Tenant's possession of the Leased Premises in the event of foreclosure of the Deed of Trust. Tenant also understands that, in making the Loan, Lender will rely on the assurances and statements made in this agreement.

NOW, THEREFORE, Lender and Tenant agree as follows:

1. Subordination. Tenant agrees that the Lease, and all rights of Tenant in, to and under the Lease and the Property, are hereby unconditionally subordinated, and shall remain unconditionally subordinate, to the lien of the Deed of Trust and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof.

2. Tenant Not To Be Disturbed. Lender agrees that, so long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default):

(a) Tenant's possession of the Leased Premises under the Lease shall not be disturbed by Lender in any foreclosure or other proceedings brought to enforce the Deed of Trust

or by any deed in lieu of foreclosure, and if Lender becomes the owner of the Property by reason of any foreclosure or other proceedings, Lender will thereafter recognize each and every right and privilege of Tenant under and pursuant to the Lease.

(b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust, and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant To Attorn To Lender. If Lender becomes the owner of the Property by reason of foreclosure or other proceedings brought to enforce the Deed of Trust or by deed in lieu of foreclosure, the Lease shall continue in full force and effect as if Lender were the original Landlord and Tenant hereby attorns to Lender as Tenant's lessor, except Lender shall not be:

- (a) Liable for any act or omission of any prior lessor (including Landlord); or
- (b) Subject to any offset or defense which Tenant might have against any such prior lessor; or
- (c) Bound by any prepayment of rent by Tenant, except as required by the terms of the Lease; or
- (d) Bound by any amendment, modification or waiver of any material term of the Lease, unless made with the prior written consent of Lender; or
- (e) Liable for any obligation of Landlord under the Lease with respect to any property other than the Property given as security for the Loan, and Tenant will look solely to Landlord for performance and observance of any and all such obligations.

If Lender becomes the owner of the Property and thereafter sells or otherwise transfers its interest in the Property, Lender shall have no liability with respect to obligations of the lessor under the Lease which arise following the sale or other transfer of the Property by Lender.

4. Third-Party Owner. If someone acquires the Property through Lender, whether at a trustee or foreclosure sale or otherwise, that person shall have the same rights and obligations to continue the Lease with Tenant as Lender would have under this agreement.

5. Purchase Options. Any option to purchase, right of first refusal, or other right that Tenant has to acquire all or any of the Property is set forth in the Lease. Tenant agrees that, under paragraph 1 above, any such option or right, including without limitation the right of first refusal set forth in Section 1.01(V) of the Lease, is hereby made subject and subordinate to the lien of the Deed of Trust and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof.

6. Covenants of Tenant. Tenant covenants as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender. By its signature below, Landlord consents to Tenant's payment of rent to Lender upon Lender's written demand, agrees that Tenant

may rely solely upon Lender's written demand regardless of any dispute between Landlord and Tenant, and releases and discharges Tenant from all liability to Landlord for any payment of rent made as instructed by Lender in writing.

(b) Tenant shall not subordinate its rights under the Lease to any other mortgage, deed of trust or other security instrument without the prior written consent of Lender.

(c) Tenant shall notify Lender if Landlord is in default under the Lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.

7. Assignment of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.

8. Costs and Attorneys' Fees. In the event of any claim or dispute arising out of this agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all attorneys' fees and other costs and expenses incurred in connection with the claim or dispute, including without limitation those fees, costs and expenses incurred before, during or after suit, in any arbitration, in any appeal, in any proceedings under any present or future bankruptcy act or state receivership, and in any post-judgment proceedings.

9. Notices. Any notices under this agreement shall be in writing and shall be personally delivered or mailed, postage prepaid, certified or registered mail, return receipt requested. Any notice sent to a party shall be sent to the party at its address below its signature hereon. Each mailed notice shall be deemed given three (3) days after its postmark. Any party may change its address by notice to the other parties.

10. Miscellaneous. This agreement may not be modified except in a writing executed by the parties or their successors in interest. This agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns. This agreement may be executed in counterparts, in which case all originals together shall constitute a single instrument.

DATED this 17 day of October, 2012.

“LENDER”

GENWORTH LIFE INSURANCE COMPANY,
a Delaware corporation

By: Cindy J. Heidel
Its: Investment Officer
Address: c/o Bank of America, RESF – Servicing
900 West Trade Street, Suite 650
NC1-026-06-01
Charlotte, North Carolina 28255

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF HENRICO) ss.

I certify that I know or have satisfactory evidence that Cindy J. Heidel is the person who appeared before me, and said person acknowledged that [he][she] signed this instrument, on oath stated that [he][she] was authorized to execute the instrument and acknowledged it as the Investment Officer of GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

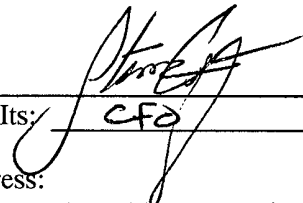
DATED this 16th day of October, 2012.



Rhonda R. Miles-Crump
Notary Public in And For the State of Virginia,
residing at Henrico Co.
Name (printed or typed): Rhonda R. Miles-Crump
My appointment expires: 8/31/14

"TENANT"

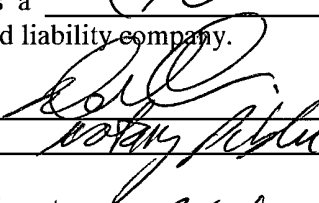
SALT LAKE PSYCHIATRIC REALTY, LLC,
a Utah limited liability company

By: 
Its: CFO

Address:
c/o Ascend Health Corporation
280 Madison Avenue, Suite 305
New York, NY 10016

STATE OF New York, COUNTY OF NY, SS:

The foregoing instrument was acknowledged before me this 15th day of August, 2012, by Steve Page, as a CFO of SALT LAKE PSYCHIATRIC REALTY, LLC, a Utah limited liability company.

 (SEAL)
Title: Notary Public

My Commission expires:
May 21, 2015

Residing at:
132 943 St 559 NY 10016

DAVID LEVER
Notary Public, State of New York
No. 01LE6106345
Qualified in New York County
Commission Expires May 21, 2015



CONSENTED AND AGREED TO this 30 day of August, 2012.

"LANDLORD"

BELL SQUARE L.L.C.,
A Utah limited liability company

By: Seven Syndicate, L.C.,
A Utah limited liability company,
Manager

By: [Signature]
Jeffrey K. Woodbury, Manager
By: [Signature]
O. Randall Woodbury, Manager

Address:
c/o Woodbury Corporation
2733 E. Parley's Way, #304
Salt Lake City, Utah 84109

STATE OF Utah, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 31st day of August, 2012, by Jeffrey K. Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

 Notary Public
ANGELA DENNIS
Commission #650289
My Commission Expires
November 15, 2015
State of Utah
My Commission expires

[Signature] (SEAL)
Title: _____

Residing at: _____

STATE OF Utah, COUNTY OF Salt Lake, SS:

The foregoing instrument was acknowledged before me this 31st day of August, 2012, by O. Randall Woodbury, as a Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

 Notary Public
ANGELA DENNIS
Commission #650289
My Commission Expires
November 15, 2015
State of Utah
My Commission expires

[Signature] (SEAL)
Title: _____

Residing at: _____

e

EXHIBIT A

Legal Description

PARCEL 1:

(16-31-429-021-0000, 16-31-429-022-0000)

LOTS 2 AND 3, CENTER SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY, RECORDER.

TOGETHER WITH THE PERPETUAL, NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN CROSS EASEMENT AGREEMENT, DATED JUNE 26, 2002, AND RECORDED AUGUST 02, 2002 AS ENTRY NO. 8310547 IN BOOK 8628 AT PAGE 2329 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

(16-31-429-025-0000)

LOT 1, CENTER SQUARE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY, RECORDER.

AND ALSO THAT PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT NORTH 00°12'23" EAST 7.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET AND SOUTH 89°58'25" EAST ALONG SAID NORTH LINE 233.34 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°11'40" EAST 350.05 FEET; THENCE SOUTH 89°59'06" EAST 17.29 FEET; THENCE SOUTH 00°12'11" WEST 350.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 17.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE PERPETUAL, NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN CROSS EASEMENT AGREEMENT, DATED JUNE 26, 2002, AND RECORDED AUGUST 02, 2002 AS ENTRY NO. 8310547 IN BOOK 8628 AT PAGE 2329 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS AS DISCLOSED IN THAT CERTAIN UTILITY AND DRAINAGE EASEMENT AGREEMENT, DATED OCTOBER 31, 2004, AND RECORDED MAY 12, 2005 AS ENTRY NO. 9375372 IN BOOK 9130 AT PAGE 2898 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.