

WHEN RECORDED, MAIL TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

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6/11/2009 4:30:00 PM \$23.00
Book - 9734 Pg - 6186-6192
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 7 P.

For recorder's use only

THIRD PARTY LENDER AGREEMENT

INSTRUCTIONS: Fill in all blanks in the Agreement. Instructions regarding particular certifications and other matters appear in brackets and italics.

THIS THIRD PARTY LENDER AGREEMENT (Agreement) is dated this June 2, 2009, by and between ZIONS FIRST NATIONAL BANK, (Third Party Lender), of One South Main, Salt Lake City, UT 84111, and MOUNTAIN WEST SMALL BUSINESS FINANCE, of 2595 East 3300 South, Salt Lake City, UT 84109 (CDC).

RECITALS

1. As described in the "Authorization for Debenture Guarantee (SBA 504 Loan)," as amended (Authorization), and as detailed below, the Third Party Lender will provide permanent financing (Third Party Lender Loan), and the CDC will provide a loan (the 504 Loan) funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration (SBA), to the company or companies identified below as Borrower and Operating Company if any, (collectively "Borrower") for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A is such is attached to this Agreement (Project Property):

SBA Loan #: 29059860-03

SBA Loan Name: RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC

Borrower: YELLOWSTONE CARE, LLC

Operating Company (if any): RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC

CDC: MOUNTAIN WEST SMALL BUSINESS FINANCE

Third Party Lender: ZIONS FIRST NATIONAL BANK

Third Party Lender Loan Amount: \$3,500,000.00

Term of Third Party Lender Loan: 25 years

If Real Property -- Project Property Address

Street address: 3419 West 12600 South

City, State, Zip code: Riverton, UT 84065

Attach Legal description as Exhibit A

If Personal Property: Personal Property as described in the Loan Authorization.

2. The parties have required the Borrower to grant liens or security interests in the Project Property to secure the separate loans advanced by the parties (Common Collateral), and the lien or security interest held by CDC

(CDC Lien) will be junior and subordinate to the lien or security interest held by the Third Party Lender (Third Party Lender Lien), unless CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above factual recitals, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Lender Loan. The Third Party Lender Loan is fully advanced and does not exceed the amount allowed in the Authorization.
2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower and accept a junior and subordinate position in the Common Collateral upon the condition that Third Party Lender executes this Agreement and makes the Third Party Loan.
3. Accurate Information. The Third Party Lender warrants and represents that all information provided to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of the United States Small Business Administration (SBA), an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered a false statement to the SBA, and that CDC and the SBA are relying upon the information submitted by the Third Party Lender.
4. Waiver of Provision Not to Encumber Common Collateral. If Third Party Lender's documents evidencing the Third Party Lender Loan and Third Party Lender Lien contain provisions that prohibit further encumbrances on the Common Collateral or subordinate debt by the Borrower or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral, then Third Party Lender waives its right to enforce such provisions as they may apply to the 504 Loan and the CDC Lien.
5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Lender Loan and the Third Party Lender Lien will comply with the 504 Loan Program requirements, as established by the SBA, identified in the following paragraphs. In the event that it is determined that one or more provisions in such documents do not comply with any of these 504 Loan Program requirements Third Party Lender agrees to waive the right to enforce all such provisions :
 - a. No Open-Ended Features and No Future Advances. The Third Party Lender Loan is not open-ended. Third Party Lender agrees that it will not make any future advances to Borrower on the Third Party Loan, provided, however, that Third Party Lender may make reasonable advances against the balance owed on the loan for the purposes of collection of amounts due, maintenance of collateral, and protection of the Third Party Lender Lien.
 - b. No Early Call or Demand Provisions. Third Party Lender agrees that either (i) Third Party Lender's documents evidencing the Third Party Lender Loan and the Third Party Lender Lien do not contain an early call feature, or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan (other than when such loan is in default in making payments on the Third Party Loan), or (ii) if Third Party Lender Loan or Third Party Lender Lien does contain any such provision(s),

Third Party Lender will not exercise its rights under the provision(s) so long as the 504 Loan has any outstanding unpaid balance.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral is not now, and will not be in the future, security for any other financing provided by Third Party Lender to Borrower other than the Third Party Loan, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the Third Party Lender Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Lender Loan or Third Party Lender Lien which allow Third Party Lender to make demand prior to maturity (other than when Borrower is in default in making payments on the Third Party Lender Loan), unless authorized in writing by CDC and SBA.

e. Maturity and Balloon Payments. The Third Party Lender Loan has an overall maturity of at least , and does not require a balloon payment prior to, ten years when made in connection with a 20-year 504 Loan, or seven years when made in connection with a 10-year 504 Loan.

f. Reasonable Interest Rate. The Third Party Lender Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Lender Loans from commercial financial institutions as published periodically by SBA and in effect as of the date of this Agreement. (This maximum interest rate is published periodically by SBA in the Federal Register.)

6. No Preference. Third Party Lender will take no action that would establish a preference (as defined in 13 C.F.R. 120.10) in favor of Third Party Lender as compared to CDC and/or SBA, related to making, servicing, or liquidating the Third Party Lender Loan (including without limitation actions with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan), other than Third Party Lender's senior lien position on the Common Collateral.

7. Notice of Default under the Third Party Lender Loan. In the event that Third Party Lender decides to pursue debt collection or other action against a borrower due a default under the Third Party Loan or Third Party Lien, Third Party Lender agrees to give CDC and SBA written notice of such default within thirty (30) days after the event of default. After a default, Third Party Lender also will give CDC and SBA written notice at least sixty (60) days prior to Third Party Lender's foreclosure upon the Common Collateral.

8. Certification as to Default Interest Rate as Against Borrower. Any right Third Party Lender may have to increase the rate of interest upon default under the Third Party Lender Loan, as against Borrower, does not exceed SBA's maximum interest rate for Third Party Lender Loans from commercial financial institutions, in effect as of the date of this Agreement.

9. Subordination to 504 Loan and CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Provisions" used in this paragraph means prepayment fees or charges, default interest rates (in excess of the amount of interest charged in the absence of a default), monetary penalties for violations of any agreement between Third Party Lender and Borrower (including without limitation penalties for violation of covenants regarding environmental conditions); and late payment fees or charges.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Provisions, which may exist in the Third Party Lender Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien.

c. In the event of default under the Third Party Lender Loan, CDC or SBA may bring the Third Party Lender Loan current or may acquire the Third Party Lender Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Lender Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Provisions so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC/SBA any amounts attributable to such Default Provisions, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible.

Paragraph 10 is optional and is applicable only if marked

XX 10. Liquidation. In the event that either the Third Party Lender Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Lender Loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Lender Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

[Insert the following paragraph if CDC uses Third Party Lender to perform Customer Identification:]

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, Office of Thrift Supervision, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supercede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower.

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Lender Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to the SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use

local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. Neither Borrower nor any guarantor of the note evidencing the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.


16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

17. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of law, all other provisions of this Agreement shall remain valid and enforceable.

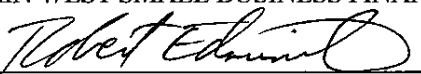
18. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

19. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective Party.

LENDER:
ZIONS FIRST NATIONAL BANK

By: 
Print Name: Spencer Mulford
Title: LOAN OFFICER

CERTIFIED DEVELOPMENT COMPANY (CDC):
MOUNTAIN WEST SMALL BUSINESS FINANCE

By: 
Robert Edminster
Title: Vice President

ASSIGNMENT TO SBA

ASSIGNMENT: CDC assigns this Third Party Lender Agreement to SBA.

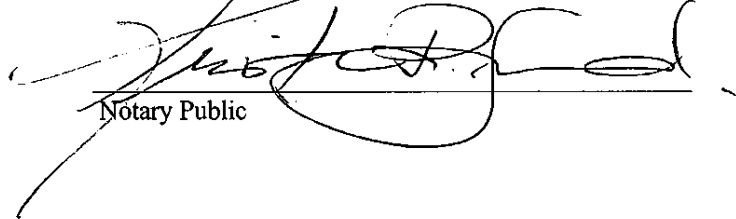
By: 

Date: June 2, 2009
Typed Name: Robert Edminster, Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE)
:ss.

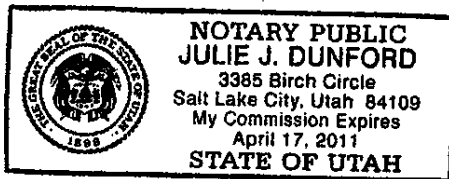


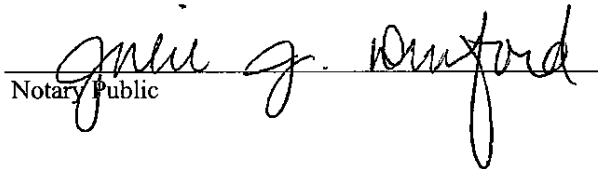
The foregoing instrument was acknowledged before me on June 2, 2009 by
Spencer Mulford (individual name), LOAN OFFICER (title) of
ZIONS FIRST NATIONAL BANK.


Notary Public

STATE OF UTAH)
COUNTY OF Salt Lake)
:ss.

The foregoing instrument was acknowledged before me this June 2, 2009 by Robert Edminster,
Vice President, Mountain West Small Business Finance.




Notary Public

SCHEDULE A

Order Number: **5-051380**

LEGAL DESCRIPTION

PARCEL 1:

Lot 2, Riverton Care Center Subdivision, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

PARCEL 1A:

Subject to and together with a Cross Access Easement as set forth on the plat of Riverton Care Center Subdivision recorded May 24, 2007 as Entry No. 10111229 in Book 2007P at Page 216 and being described as follows:

A 25.00' wide cross access easement, 12.50 feet on each side of the following described centerline:

Beginning at a point on the South line of 12600 South Street said point being North 89 deg. 53'40" East 1189.03 feet and South 00 deg. 06'20" East 71.88 feet from the North quarter corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00 deg. 06'20" East 298.91 feet; thence South 89 deg. 53'40" West 97.00 feet; thence South 00 deg. 06'20" East 79.83 feet; thence South 14 deg. 53'10" West 57.29 feet to the point of termination.

Parcel No.: **27-32-202-002**