

Parcel No. 04-144-0007

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

**Real Estate Lease
Subordination Agreement and Assignment of Rents**

This Subordination Agreement is entered into by:

PROVIDENTIAL BBA OPERATING, LP

("Lessee") for the benefit of Mountain West Small Business Finance ("MWSBF") and its successor in interest, the Small Business Administration ("SBA").

RECTALS

A. Lessee has heretofore leased from:

PROVIDENTIAL BBA PROPERTY, LLC

("Lessor") by lease dated May 26, 2020 for a term of twenty-five years (the "Lease") certain real and personal property described in SBA Loan Authorization, SBA 504 No.: 34562372-02 (the "Leased Premises") known as:

401 South 400 East & 485 East 500 South, Bountiful, UT 84010

located in the County of Davis, State of Utah and described as follows:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan No. 34562372-02, to Lessor in the amount of \$ 3,594,000.00, due and payable on or before a time to be determined by the U.S. Secretary of the Treasury (the "Loan").

C. The Loan is for the benefit of both Lessee and Lessor, in that the funds are to be used for the benefit of the business conducted on the Leased Premises purchased and/or renovated by Loan proceeds.

D. A condition of the Loan is that the Lease be subordinated to the lien of a trust deed executed by Lessor and recorded as a lien superior to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of disbursement of the Loan or any part thereof, and for other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, Lessee covenants and agrees as follows:

1. No Default. Lessee is not now in default in the performance of the Lease; and Lessee will perform the covenants and conditions required of is by the Lease for the term of the Loan and any extensions or renewals of it.

2. Subordination of Lease. All rights under the Lease together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, shall be and the same are hereby made subject, subordinate, inferior, and junior to the lien and title of MWSBF and the SBA represented by the SBA Note in the amount of \$ 3,594,000.00 and security instruments related to the Loan, including without limitation the Promissory Note, Deed of Trust, Security Agreement and UCC Financing Statements (filed with the Uniform Commercial Code Division for the State of Utah and as fixture filings in Davis County, Utah) (the "Loan Documents") and to all rights, powers, title, and authority of MWSBF and the SBA under or in any way related to or arising out of the Loan Documents and to all sums heretofore or hereafter advanced on the security of the Loan Documents or any of them, including all sums advanced or costs incurred as fees, expenses, disbursements, or charges in connection with the Loan Documents or the Loan. The Lease Rights, together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed, delivered and, where appropriate, filed, prior to execution, delivery and filing of the Lease.

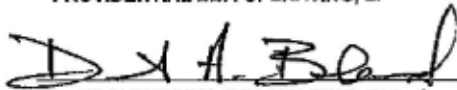
3. Assignment of Rents. The undersigned Lessee, for and in consideration of the moneys lent pursuant to the aforesaid note and other valuable consideration, receipt of which is hereby acknowledged, assign, transfer, and set over to CDC/SBA all sub-leases, including rents, profits, and income derived from the real estate and the building and improvements thereon, the full and complete right in SBA, in case of default in the payment of the indebtedness or any part thereof or failure to comply with any of the terms or conditions of the Note, Deed of Trust and Loan Agreements, as its assignee, to demand, collect, receive, and receipt for such rents, income and profits, to take possession of the premises and all leaseholds without having a receiver appointed therefore, to rent and manage the same from time to time and apply the net proceeds of the rents, income, and profits from the property on the indebtedness until all delinquencies, advances, and the indebtedness are paid in full by the application of the rents, or until title, is obtained through foreclosure otherwise.

4. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

DATED August 3, 2020

LESSEE:

PROVIDENTIAL BBA OPERATING, LP



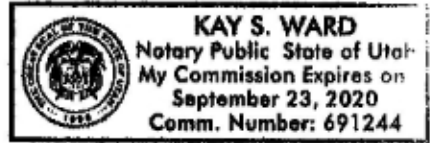
By: PROVIDENTIAL BBA HOLDING, INC., General Partner, By: David A. Bland, President

LEASE SUBORDINATION NOTARY PAGE

STATE OF Utah)
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COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 8/26/2020
by PROVIDENTIAL BBA HOLDING, INC., General Partner, By: David A. Bland, President

PROVIDENTIAL BBA OPERATING, LP *KayS Ward*
Notary Public



Order No.: 6-089289

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Beginning on the East line of a street at a point 100.96 feet East and South 0 deg. 07' West 82 feet from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful and running thence South 0 deg. 07' West 251.86 feet along the East line of said street to a point 150 North of the North line of another street; thence East 150.0 feet; thence South 0 deg. 07' West 150.0 feet to the North line of said street; thence South 108.92 feet along the North line of said street; thence North 0 deg. 07' East 236.5 feet; thence South 26.08 feet; thence North 0 deg. 07' East 165.72 feet; thence South 89 deg. 38'33" West 50 feet; thence North 0 deg. 11'23" West 82.00 feet to the North line of said Section 29; thence South 39.90 feet; thence South 0 deg. 07' West 82 feet; thence West 180 feet to the point of beginning.

Less any portion within 400 East Street and 500 South Street.

Also beginning at a point which is East 479.73 feet from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, and running thence North 20 deg. 19'46" West 23.83 feet; thence North 89 deg. 45' West 50.13 feet; thence South 10 deg. 35' West 24.69 feet, more or less, to the North line of said Section 29; thence East 62.97 feet to the point of beginning.

PARCEL 2:

Beginning on the East line of a 4 rod street (400 East Street), at a point 100.96 feet East and South 0 deg. 04' West 333.86 feet from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 0 deg. 04' West 150.00 feet along the East line of said street to the North line of a 4 rod street (500 South Street); thence South 150.00 feet along said North line; thence North 0 deg. 04' East 150.00 feet; thence West 150.00 feet to the point of beginning.

Less any portion within 400 East Street and 500 South Street.

PARCEL 3:

Beginning on the East line of 400 East Street, 1.66 chains East from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence East 180 feet; thence South 82 feet, more or less, to the North boundary of the tract of the Grantee (South Davis Community Hospital, Inc.); thence West 180 feet; thence North 82 feet, more or less, to place of beginning.

Less any portion within 400 East Street.

PARCEL 4:

Beginning at a point on the East line of a street, said point being 1.58 chains East of the Southwest corner of Section 20, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence East 2 chains; thence North 1.125 chains; thence West 2 chains; thence South 1.125 chains to the point of beginning.

Less any portion within 400 East Street.

PARCEL 5:

Beginning at a point in the center of Highway No. 2, Davis County Road Survey 3.8 rods East and 4.5 rods North from the Southwest corner of Section 20, Township 2 North, Range 1 East, Salt Lake Meridian, United States Survey, and running thence North along the center of said Highway 103 feet; thence East 165 feet; thence South 98 feet; thence West 165 feet to the point of beginning.

Less any portion within 400 East Street.

PARCEL 6:

Beginning at a point 227.70 feet East and 4.50 rods North from the Southwest corner of Section 20, Township 2 North, Range 1 East, Salt Lake Meridian, United States Survey, and running thence North 98 feet; thence East 71.8 feet; thence South 170 feet to the quarter section line; thence West 71.8 feet; thence North 74 feet to the point of beginning.

PARCEL 7:

Beginning on the North line of Section 29 and a Westerly deed segment of the hospital corporation at a point North 89 deg. 38'33" East 302.48 feet along the section line from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful, Utah, and running thence North 0 deg. 12'10" West 170.00 feet; thence North 89 deg. 38'33" East 2.28 feet to a point in a Southerly fence line in connection with the Barton Creek Drainage Channel, and a point on a 75 foot radius curve to the right (radius bears South 17 deg. 17'50" West); thence Southeasterly along said curve and fence line 29.06 feet (central angle = 22 deg. 12'08" and next point is non-tangent); thence South 52 deg. 36' East 8.87 feet to a point on a 98 foot radius curve to the right (radius bears South 38 deg. 01'40" West); thence Southeasterly along said curve for an arc distance of 19.70 feet (central angle = 11 deg. 31'08" and next point is non-tangent); thence South 42 deg. 54'13" East 19.87 feet; thence South 53 deg. 31'02" East 8.44 feet; thence South 49 deg. 42' East 17.47 feet; thence South 54 deg. 33'48" East 17.75 feet; thence South 52 deg. 06'24" East 56.36 feet; thence North 41 deg. 21'30" East 5.05 feet; thence South 55 deg. 44'56" East 15.77 feet to a point on a 66.6 foot radius curve to the right (radius bears South 31 deg 34'13" West); thence Southeasterly along said curve for an arc distance of 37.51 feet (central angle = 32 deg. 15'54" and next point is non-tangent); thence South 20 deg. 19'46" East 4.44 feet; thence North 89 deg. 40'49" West 51.47 feet; thence South 10 deg. 15'50" West 24.69 feet to said section line; thence South 89 deg. 38'33" West 127.82 feet along the section line to the point of beginning.

PARCEL 8:

Beginning on the North line of 500 South Street at a point 368.92 feet East of the East line of 400 East Street, which point is 469.88 feet East and 483.86 feet South 0 deg. 07' West of the relocated monument at the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, and running thence North 0 deg. 07' East 236.5 feet; thence East 84.50 feet parallel to the North line of said 500 South Street; thence South 0 deg. 07' West 236.5 feet to the North line of said street; thence West 84.50 feet along the North line of said street to the point of beginning.

PARCEL 9:

Beginning at a point on the North boundary of 500 South Street (a 66-foot wide right of way) which point is North 89 deg. 38'33" East 67.96 feet along the section line and South 0 deg. 11'23" East 516.71 feet along the centerline of 400 East Street (a 66 foot wide right of way) to an existing brass monument and North 89 deg. 44'04" East 486.42 feet along the centerline of said 500 South Street and North 0 deg. 11'23" West 33.0 feet from the relocated Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89 deg. 44'04" West 194.50 feet along the North boundary of said 500 South Street; thence North 0 deg. 11'23" West 236.50 feet; thence North 89 deg. 44'04" East 26.08 feet; thence North 0 deg. 11'23" West 165.72 feet; thence South 89 deg. 38'33" West 50.00 feet; thence North 0 deg. 11'23" West 82.00 feet; thence North 89 deg. 38'33" East 158.87 feet along said Section line; thence along the Westerly fence line of Barton Creek (a concrete-lined drainage canal) in the following four courses: South 14 deg. 30'00" East 78.47 feet; South 6 deg. 15'00" East 28.99 feet; 82.07 feet along the arc of a 330.00 foot radius curve to the left through a central angle of 14 deg. 15'00" (radius bears North 83 deg. 45'00" East from the beginning of the curve); South 20 deg. 30'00" East 53.05 feet; thence South 0 deg. 11'23" East 249.99 feet to the point of beginning.

Less and excepting:

Beginning on the North line of 500 South Street at a point 368.92 feet East of the East line of 400 East Street, which point is 469.88 feet East and 483.86 feet South 0 deg. 07' West of the relocated monument at the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, and running thence North 0 deg. 07' East 236.5 feet; thence East 84.50 feet parallel to the North line of said 500 South Street; thence South 0 deg. 07' West 236.5 feet to the North line of said street; thence West 84.50 feet along the North line of said street to the point of beginning.

PARCEL NO. 04-144-0007 (All Parcels)

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