

MJT: 40086

WHEN RECORDED, RETURN TO:

Dan W. Egan  
Ballard Spahr LLP  
201 South Main Street, Suite 800  
Salt Lake City, Utah 84111-2221

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3/24/2014 2:31:00 PM \$24.00  
Book - 10219 Pg - 15-22  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 8 P.

Loan No. 725990601

Tax Parcel No. 22-04-329-013

**ESTOPPEL CERTIFICATE, SUBORDINATION,  
NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT**

THIS ESTOPPEL CERTIFICATE, SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made and entered into this 19 day of MARCH, 2014, by and between AMERICA FIRST FEDERAL CREDIT UNION ("Lender"), STAY CS, LLC, a Utah limited liability company ("Landlord"), and CARESOURCE HOME HEALTH AND HOSPICE, LLC, a Utah limited liability company ("Tenant").

RECITALS:

A. Tenant entered into a Lease Agreement dated February 10, 2014 (the "Lease"), wherein Tenant agreed to lease from Landlord's predecessor in interest the building constructed on real property owned by Landlord located in Salt Lake County, Utah (the "Premises"). The real property is legally described on Exhibit "A" attached to and incorporated by reference in this Agreement.

B. As collateral security for the performance by Landlord of certain obligations owing to Lender, including, without limitation, the obligations created under the terms of a Term Loan Promissory Note, dated March 17, 2014, and all the instruments and documents relating thereto (collectively the "Indebtedness"), Landlord has granted to Lender a security interest in the Premises and the Lease.

C. As a condition to granting the Indebtedness to Landlord, Lender requires that Tenant, among other things, execute this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Landlord and Tenant agree as follows:

1. Acknowledgment of Tenant Rights Under the Lease. Each of Landlord and Tenant hereby acknowledge that Tenant is the original tenant under the Lease. Moreover, Landlord and Tenant acknowledge that Tenant is entitled to all of the rights, benefits, privileges and responsibilities as the tenant under the Lease.

2. Estoppel Certificate. Tenant represents to and covenants with Lender that:

(a) Tenant is the lessee under the Lease and the same has not been modified, changed, altered, or amended in any respect and is the only lease agreement between Tenant and

Landlord relating to the Premises, and the Lease represents the entire understanding between Tenant and Landlord with respect to the Premises.

(b) Tenant is not in default under any provision of the Lease, nor is there any fact or condition which, with notice or lapse of time, would constitute a default.

(c) The Lease is in full force and effect, and, except as otherwise provided in the Lease, Tenant is not entitled to any lien, credit, offset, or reduction in rent.

(d) Tenant's current base monthly installment of the rent under the Lease is \$28,000, as the same may be adjusted pursuant to the terms of the Lease.

(e) Except for a security deposit of \$31,360 and prepaid rent in the amount of \$ —0—, Tenant has no other claim against Landlord for any deposit or prepaid rent.

(f) Except as otherwise permitted under the Lease, Tenant has not transferred, hypothecated or assigned Tenant's interest under the Lease; except as permitted under the terms of the Lease, Tenant shall not authorize or consent to any transfer, assignment or subletting of the Premises without the prior written consent of Landlord.

(g) There are no actions or proceedings, whether voluntary or otherwise, pending or threatened against Tenant under any bankruptcy or insolvency laws or under any other laws providing relief to debtors.

(h) To the best of Tenant's knowledge, Landlord is not in default in any respect of its obligations under the Lease, nor is there now any fact or condition which, with notice or lapse of time, would constitute a default.

(i) Other than the possessory rights arising under the Lease, Tenant has no option to purchase the Premises or otherwise acquire title to or an interest in the Premises.

(j) Other than the assignment to Lender described herein, Tenant has no knowledge of any other assignment, hypothecation, mortgage or pledge of Landlord's interest in the Lease or the rents payable thereunder, except as may be disclosed by other recorded instruments.

(k) All licenses and governmental approvals required for Tenant to operate Tenant's business at the Premises have been obtained by Tenant and are in full force and effect.

(l) Tenant ratifies the Lease in all respects.

3. Agreement to Pay Rent to Lender. Upon notice from Lender of a default by Landlord of the Indebtedness, Tenant will pay all rental payments, charges, assessments and other amounts due under the Lease directly to Lender when such payments are due and at such place as Lender may direct. Tenant agrees that it will not assert against Lender any setoff, defense, or counterclaim which Tenant may claim against Landlord under the Lease, except to the extent Lender has received the benefit of the act of Tenant giving rise to a right of setoff or a defense or counterclaim (such as a repair made by Tenant which was the obligation of Landlord under the Lease), and such right of setoff is available to Tenant under the terms of the Lease. Notwithstanding Lender's exercise of the foregoing rights to receive payments from Tenant, Lender shall not be responsible for Landlord's duties and obligations under the Lease, unless Lender or any successor to Lender's interest in the Premises acquires title to the land upon

which the Premises are located and elects, pursuant to paragraph 8 below, to have Tenant attorn to Lender or such other new owner of the Premises.

4. Additional Certificates. Throughout the term of the Lease, Tenant shall, from time to time within ten (10) days' notice from Lender, execute and deliver to Lender, without charge, such written statements and instruments certifying to Lender the status of the Lease, that it is unmodified (or if the Lease has been modified describing such modification), that the Lease is in full force and effect, the remaining term of the Lease, and specifying the dates to which the rental and other payments under the Lease have been paid.

5. Subordination. Tenant hereby subordinates the leasehold estate created by the Lease to the lien and encumbrance of the Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, recorded as Entry No. 1822543, in Book 10218 beginning at page 9604 of the official records of Salt Lake County, Utah as the same may be amended, supplemented, modified, renewed or replaced after the date of this Agreement (the "Deed of Trust"). The Deed of Trust encumbers the Premises for the benefit of Lender as security for the Indebtedness.

6. Non-Disturbance. In the event of any foreclosure of the Deed of Trust or any conveyance in lieu of foreclosure, provided Tenant is not then in default beyond any grace period under the Lease and that the Lease is then in full force and effect, Lender shall not terminate the Lease, join Tenant in foreclosure proceedings, or disturb Tenant's possession of the Premises, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender.

7. Attornment by Tenant. If, at any time during the term of the Lease, Landlord's interest in the Premises shall be foreclosed, Tenant agrees, at the election and upon the demand of any owner of the Premises, including, without limitation, the holder or beneficiary of any mortgage or trust deed affecting the Lease, to attorn to any such owner, mortgagee, beneficiary or holder (collectively the "Purchaser") and recognize such Purchaser as landlord upon the terms and conditions set forth in the Lease for the remainder of the Lease term. The foregoing shall inure to the benefit of any Purchaser; and shall be self-operative upon any such demand without requiring any further instrument to give effect to these provisions. Tenant, however, upon demand of any Purchaser, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfactory to Tenant and to any such owner, mortgagee, beneficiary or holder, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth in the Lease and shall apply to the remainder of the Lease term.

8. Termination of Lease. Tenant and Landlord agree that neither shall seek to terminate the Lease by reason of any act or omission of the other until written notice is given to Lender, by registered or certified mail, return receipt requested, setting forth the grounds, upon which such termination is sought. Such notice shall be given to Lender at 4646 South 1500 West, Suite 130, Riverdale, Utah 84405, to the attention of Commercial Real Estate Department, at least 30 days before the effective date of any termination. During such 30-day period, Lender shall have the right, but not the obligation, to remedy or cure such default.

9. General Provisions.

(a) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. This Agreement may be amended only in writing executed by all the parties.

This Agreement may be executed in several counterparts, which when taken together shall constitute one and the same Agreement.

(b) Except as otherwise provided in this Agreement, whenever Lender, Landlord or Tenant desire to give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice shall be in writing and shall be effective only if the notice is delivered by personal service, by nationally-recognized overnight courier, by facsimile, or by mail, postage prepaid, addressed as follows:

If to Lender, to:                      America First Federal Credit Union  
4646 South 1500 West, Suite 130  
Riverdale, Utah 84405  
Attn: Commercial Real Estate Department  
Facsimile No. (801) 827-7323

If to Landlord, to:                      Stay CS, LLC  
360 North 700 West, Suite G  
North Salt Lake, Utah 84054  
Attn: Thomas Stuart  
Facsimile No. 801-736-1185

If to Tenant, to:                      CareSource Home Health and Hospice, LLC  
1624 East 4500 South  
Salt Lake City, Utah 84117  
Attn: Gina Coccimiglio and Shawni Tanner  
Facsimile No. \_\_\_\_\_

Any notice delivered personally or by courier shall be deemed to have been given when delivered. Any notice sent by facsimile shall be presumed to have been received on the date transmitted. Any notice sent by mail shall be presumed to have been received five (5) business days after deposit in the United States mail, with postage prepaid and properly addressed. Any party may change its address by giving notice to the other parties of its new address in the manner provided above.

(c) The Deed of Trust shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed on the Premises. In the event the Premises or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

(d) Tenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken solely by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Deed of Trust.

(e) This Agreement may be recorded at the option of Lender.

(f) This Agreement may be executed in counterparts.

DATED effective as of the date first above written.

LENDER:

AMERICA FIRST FEDERAL CREDIT UNION

By: Blake Weathers  
Title: Vice President

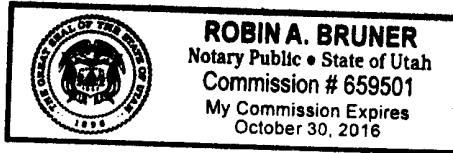
STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Weber )

The foregoing instrument was acknowledged before me this 19 day of March 2014, by Blake Weathers, who is a Vice President of AMERICA FIRST FEDERAL CREDIT UNION.

Robin A. Bruner  
NOTARY PUBLIC  
Residing at Davis County, Utah

My Commission Expires:

October 30, 2016



LANDLORD:

STAY CS, LLC, a Utah limited liability company, by its following Managing Member

STAY-HAWKES CS MANAGEMENT, LLC, a Utah limited liability company

By: [Signature]  
THOMAS STUART, Manager

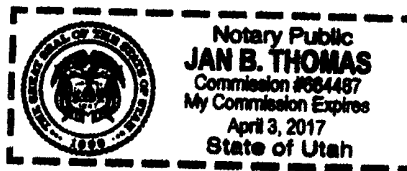
By: [Signature]  
JEFFREY G. HAWKES, Manager

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by THOMAS STUART, who is a Manager of STAY-HAWKES CS MANAGEMENT, LLC, a Utah limited liability company, which is a Manager of STAY CS, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at Davis County, Utah

My Commission Expires:  
4/3/17

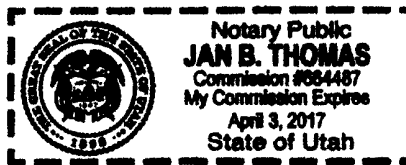


STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by JEFFREY G. HAWKES, who is a Manager of STAY-HAWKES CS MANAGEMENT, LLC, a Utah limited liability company, which is a Manager of STAY CS, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at Davis County, Utah

My Commission Expires:  
4/3/17



TENANT:

CARESOURCE HOME HEALTH AND HOSPICE,  
LLC, a Utah limited liability company

By: [Signature]  
SHAWNI TANNER, CEO and Administrator  
GINA COCCIMIGLIO, CCO

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Davis )

Gina Coccimiglio CCO  
The foregoing instrument was acknowledged before me this 19 day of March,  
2014, by SHAWNI TANNER, who is the CEO and Administrator of CARESOURCE HOME HEALTH  
AND HOSPICE, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at Davis County, Utah

My Commission Expires:  
4/3/17

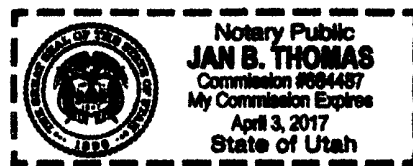


EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Salt Lake County, Utah:

COMMENCING AT A POINT LOCATED SOUTH 89°54'07" EAST ALONG THE MONUMENT LINE 858.55 FEET AND SOUTH 33.00 FEET AND SOUTH 00°43'46" EAST 20.00 FEET FROM THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 1500 EAST STREET AND 4500 SOUTH STREET, SAID MONUMENT BEING LOCATED SOUTH 89°57'58" WEST 264.00 FEET AND SOUTH 00°04'18" WEST 283.43 FEET AND SOUTH 89°54'07" EAST 1577.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°54'07" EAST ALONG THE SOUTH BOUNDARY OF 4500 SOUTH STREET 292.08 FEET; THENCE SOUTH 15°05'44" EAST 263.63 FEET; THENCE WEST 357.48 FEET; THENCE NORTH 00°43'46" WEST, MORE OR LESS, TO THE SOUTH BOUNDARY OF 4500 SOUTH STREET 255.05 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 22-04-329-013