

When recorded, mail to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.

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6/2/2017 4:57:00 PM \$33.00
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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 12 P.

APN: 21-26-276-010 and 21-26-276-011

CT-91419 PM

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") is made as of ~~May 27~~^{June 27} 2017 by and among **ARBOR GARDNER BINGHAM JUNCTION OFFICE 5, L.C.** (as successor-in-interest to Arbor Gardner Bingham Junction Office 3, L.C.), a Utah limited liability company ("Landlord"), **CHG HEALTHCARE SERVICES, INC.**, a Delaware corporation ("Tenant"), and **JEFFERIES LOANCORE LLC**, a Delaware limited liability company (together with any other holder of the Loan (defined below) and their respective successors and assigns, the "Lender").

RECITALS:

A. Lender extended a loan to Landlord, in the original principal amount of FIFTY SEVEN MILLION AND NO/100 DOLLARS (\$57,000,000.00) (the "Loan").

B. The Loan is evidenced by a Promissory Note of approximately even date herewith made payable to Lender in the original principal amount of FIFTY SEVEN MILLION AND NO/100 DOLLARS (\$57,000,000.00) (as it may be amended, modified, extended, and renewed from time to time, the "Note"). As security for repayment of the Loan and Note and performance of Landlord's obligations to Lender, Lender has required that Landlord execute and deliver to Lender that certain Fee and Leasehold Deed of Trust, Assignment of Rents and Security Agreement of approximately even date herewith for the benefit of Lender (as it may be amended, restated, supplemented, or otherwise modified from time to time, including any refinancing thereof, the "Deed of Trust"), which will be recorded in the official records of Salt Lake County, Utah, encumbering the property described on Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Estate").

C. Pursuant to that certain Lease Agreement dated as of April 22, 2015, as amended by that certain First Amendment to Lease Agreement, dated as of September 22, 2015, as further amended by that certain Second Amendment to the Lease Agreement, dated as of April 24, 2017, and as assigned pursuant to that certain Assignment and Assumption of Lease Agreement, dated as of the date hereof, by Arbor Gardner Bingham Junction Office 3, L.C. to Landlord (as so amended, the "Lease"), Landlord has leased a portion of the Real Estate to Tenant on the terms and conditions set forth in the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties hereby covenant, acknowledge and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) *“Foreclosure Event”* means (i) judicial or non-judicial foreclosure under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Note and/or the Deed of Trust, as a result of which Successor Landlord becomes owner of the Real Estate; or (iii) delivery by trustee under the Deed of Trust (*“Trustee”*) to Lender (or its designee or nominee) of a deed or other conveyance of Trustee’s interest in the Real Estate in lieu of any of the foregoing.

(b) *“Successor Landlord”* means any party that becomes owner of the Real Estate as the result of a Foreclosure Event, including, but not limited to, Lender.

2. Subordination of Lease. The parties acknowledge and agree that subject to the execution and delivery of this Agreement, the Lease is and shall continue to be subject and subordinate, in right, interest, and lien, and for all purposes, to the Deed of Trust, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent deed of trust with which the Deed of Trust may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon, as and to the extent placed on Landlord’s interest in the *“Property”* (as defined in the Lease) to the Deed of Trust.

3. Nondisturbance and Attornment.

(a) No Exercise of Deed of Trust Remedies against Tenant. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Deed of Trust, including without limitation in any Foreclosure Event, unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

(b) Nondisturbance and Attornment. If the Lease has not been terminated, then, when Successor Landlord takes title to the Real Estate pursuant to any Foreclosure Event, then, except as and to the extent otherwise specified in this Agreement: (i) Successor Landlord shall not terminate or disturb Tenant’s possession of Tenant’s premises under the Lease, except in accordance with the terms of the Lease (except as provided in this Agreement); (ii) Successor Landlord shall be bound to Tenant under all terms and conditions of the Lease (except as provided in this Agreement); (iv) Tenant shall recognize and attorn to Successor Landlord as Landlord under the Lease as affected by this Agreement; and (v) the Lease shall continue in full force and effect, in accordance with its terms. If Successor Landlord shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Successor Landlord, all rights and obligations under the Lease to continue as though the interest of Landlord has not terminated or such Foreclosure Event had not occurred. Tenant hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Landlord has granted to Lender an absolute, present assignment of the Leases and Rents which provides that Tenant continue making payments of Rent and other amounts owed by Tenant under the Lease to Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by Lender. After receipt of such notice from Lender, Tenant shall thereafter make all such payments directly to Lender or as Lender may otherwise direct, without any further inquiry on the part of Tenant. Landlord consents to the

foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs.

(c) Further Documentation. The provisions of this Agreement shall be effective and self-operative without any need for Landlord, Lender, Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Agreement in writing, by an instrument or certificate reasonably acceptable to Tenant and Successor Landlord, upon request by either of them.

4. Intentionally omitted.

5. Rights and Obligations of Successor Landlord and Tenant. Successor Landlord shall have the same remedies against Tenant in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of any rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had against Landlord if Successor Landlord had not succeeded to the interest of Landlord. Tenant shall have the same remedies against Successor Landlord in the event of default by Landlord or Successor Landlord (beyond any period given Landlord to cure such default); provided, however, that Successor Landlord shall not be:

(a) liable for any act or omission of or any prior landlord under the Lease (including Landlord), except to the extent that the act or omission is of a continuing nature that (i) existed as of the date of attornment, and (ii) violate the obligations of Landlord under the Lease; provided, however, that Successor Landlord shall not be liable for any monetary damages accruing as a result of acts or omissions which occurred prior to Successor Landlord's acquisition of the Property; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by a prior landlord (including Landlord) that occurred before the date of attornment (the foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any offset otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease); or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any surrender, cancellation, termination, amendment or modification of the Lease (other than confirmatory amendments entered into to confirm the occurrence of an event contemplated by the Lease), or waiver thereof after the effective date of this Agreement, made without Successor Landlord's consent; or

(e) liable for any sum that any prior landlord (including Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; provided that, notwithstanding the foregoing, Lender will be liable for the \$1,072,526 towards the Tenant Improvement Allowance for the 33 Month Floor; or

(f) liable for any construction obligation of any prior landlord (including Landlord); or

(g) liable for any breach of representation or warranty of any prior landlord (including Landlord); or

(h) liable for any damages or other relief attributable to any latent or patent defects in construction with respect to any portion of the Real Estate; or

(i) obligated to reconstruct or repair improvements following a fire, casualty or condemnation.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liabilities under the Lease shall never extend beyond those set forth in Section 22.13 of the Lease.

7. Lender's Right to Cure.

(a) Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any remedies under the Lease against Landlord, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (a "*Default Notice*") and, or thereafter, the opportunity to cure such breach or default as provided for below.

(b) Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time otherwise available to Landlord under the Lease, in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any such breach or default, except to the extent that Lender agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord, the cure of which requires Lender to possess and control the Real Estate, provided that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "*Extended Cure Period*") as Lender may reasonably require to obtain, with reasonable diligence and continuity, possession and control of the Real Estate and thereafter to cure the breach or default with reasonable diligence and continuity; provided that so long as any receiver of the Real Estate has been appointed and is continuing to serve, Lender shall be deemed to have possession and control of the Real Estate; and provided that, in any case, the Extended Cure Period shall not exceed 180 days in any event.

8. Confirmation of Facts.

(a) Tenant represents to Lender and to any Successor Landlord, in each case as of the date hereof:

(i) Effectiveness of Lease. The Lease is in full force and effect, has not been modified (except as set forth herein) and constitutes the entire agreement between Landlord and Tenant with respect to the Real Estate. Without limiting the foregoing, there are no oral or written agreements between Landlord and Tenant that would create any additional obligations of Landlord with respect to the Lease or the Real Estate, or that would reduce or limit any obligations of Tenant under the Lease. Tenant has no interest in the Real Estate, including any right or option to purchase any portion of the Real Estate. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(ii) No Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease and, to the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

(iii) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

(iv) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(b) Landlord represents to Lender, Tenant and to any Successor Landlord, in each case as of the date hereof:

(i) Effectiveness of Lease. The Lease is in full force and effect, has not been modified (except as set forth herein) and constitutes the entire agreement between Landlord and Tenant with respect to the Real Estate. Without limiting the foregoing, there are no oral or written agreements between Landlord and Tenant that would create any additional obligations of Landlord with respect to the Lease or the Real Estate, or that would reduce or limit any obligations of Landlord under the Lease. No unfulfilled conditions exist to Landlord's obligations under the Lease.

(ii) No Default. Landlord is not in default under the Lease and has not received any uncured notice of any default by Landlord under the Lease and, to the current, actual knowledge of Landlord, no breach or default by Tenant exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

(iii) No Transfer. Landlord has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein.

(iv) Due Authorization. Landlord has full authority to enter into this Agreement, which has been duly authorized by all necessary actions as and to the extent necessary therefor.

9. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall, unless otherwise expressly provided, be in writing and be delivered by hand, by a reliable overnight courier service, or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) business days after deposit in the United States mail, if by overnight courier service, shall be deemed given on the next succeeding business day after it is so deposited, and if delivered by hand, shall be deemed given when delivered.

In the case of Landlord, to: Arbor Gardner Bingham Junction Office 5, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attention: Christian K. Gardner

with a copy to: Gardner Company
101 South Capitol Boulevard, Suite 1201
Boise, Idaho 83702
Attention: Geoffrey M. Wardle

Parr Brown Gee & Loveless
101 South 200 East, Suite 700

Salt Lake City, Utah 84111
Attention: Lamont R. Richardson, Esq.

In the case of Tenant, to: CHG Healthcare Services, Inc.
7259 South Bingham Junction Blvd.
Midvale, Utah 84047
Attention: Chief Financial Officer

In the case of Lender, to: Jefferies LoanCore LLC
c/o LoanCore Capital
55 Railroad Avenue, Suite 100
Greenwich, Connecticut 06830
Attention: Notices
E-mail: notices@loancorecapital.com

With a copy to: Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019-9710
Attention: Stephen Gliatta, Esq.
Facsimile No.: (212) 836-8689
Email: steve.gliatta@apks.com

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Landlord, Tenant and Lender regarding the rights and obligations of Landlord, Tenant and Lender as to the subject matter of this Agreement.

(c) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for delivery of nondisturbance agreements by the holder of the Deed of Trust.

(d) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation: Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the internal laws of State of Utah, excluding such state's principles of conflicts of law.

(f) Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender entry into this Agreement has been duly authorized by all necessary actions.

NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE LANDLORD TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE REAL ESTATE.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**ARBOR GARDNER BINGHAM JUNCTION
OFFICE 5, L.C.**, a Utah limited liability company,
by its Manager:

**By: BINGHAM JUNCTION OFFICE 5
MANAGER, INC.**, a Utah corporation

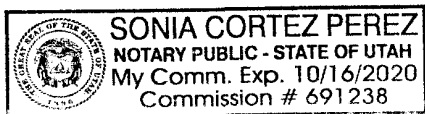
By: 
Name: Christian K. Gardner
Title: Vice President


"Landlord"

ACKNOWLEDGMENT

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

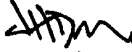
On this 17 day of May, 2017, personally appeared before me Christian K. Gardner, a Vice President of Bingham Junction Office 5 Manager, Inc., a Utah corporation, the manager of Arbor Gardner Bingham Junction Office 5, L.C., a Utah limited liability company, and acknowledged to me that he executed the within instrument on behalf of said limited liability company.





Notary Public

CHG HEALTHCARE SERVICES, INC.
a Delaware corporation

By: 
Name: SEAN DAILEY
Title: CEO

"Tenant"

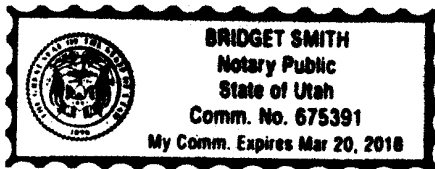
STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 31st day of May 2017, by Sean Dailey, the CEO of **CHG HEALTHCARE SERVICES, INC.**, a Delaware corporation, for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC

[Seal]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



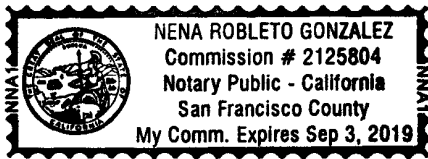
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On May 19, 2017 before me, Nena Robleto Gonzalez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jean M. Baker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nena Robleto Gonzalez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 1 and 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

PARCEL 2:

The leasehold estate created by the lease disclosed of record by that certain Memorandum of Lease executed by Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Subtenant) and Redevelopment Agency of Midvale City, a public agency (Sublandlord) dated April 20, 2016 and recorded April 26, 2016 as Entry No. 12266953 in Book 10424 at Page 8001, the modification and assignment of which is disclosed of record by that certain First Amendment to Memorandum of Sublease Lease by and between Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company (Existing Subtenant), Arbor Gardner Bingham Junction Office 5, L.C., a Utah limited liability company (New Subtenant), and Redevelopment Agency of Midvale City, a public agency (Sublandlord), dated JUNE 2, 2017 and recorded JUNE 2, 2017 as Entry No. 12540224 in Book 10564 at Page 2021 the following described premises, to-wit:

Lot 2, VIEW 72 RETAIL SUBDIVISION 3RD AMENDED, according to the official plat as recorded in the office of the Salt Lake County Recorder, State of Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

PARCEL 3:

Reciprocal Access Easements as disclosed in that certain Declaration and Grant of Reciprocal Access Easements recorded September 22, 2014 as Entry No. 11916667 in Book 10261 at Page 6933.

ALSO: Reciprocal Easements as disclosed in the Declaration of Covenants, Restrictions and Easements dated October 2, 2012 and recorded October 4, 2012 as Entry No. 11485504 in Book 10063 at Page 2860, as amended October 18, 2012 as Entry No. 11494534 in Book 10067 at Page 5293, amended February 7, 2013 as Entry No. 11573196 in Book 10106 at Page 665, amended April 19, 2013 as Entry No. 11621668 in Book 10129 at Page 901, amended July 11, 2014 as Entry No. 11879615 in Book 10244 at Page 8362.

ALSO: The beneficial easement rights as disclosed in the Declaration for South Bingham Junction recorded November 20, 2007 as Entry No. 10281127 in Book 9539 at Page 7037.

ALSO: The beneficial easement rights as disclosed in the Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded April 26, 2016 as Entry No. 12266951 in Book 10424 at Page 7958 of official records, as amended by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated May 10, 2017 and recorded JUNE 2, 2017 as Entry No. 12540005 in Book 10564 at Page 1903.