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ADAM GARDINER
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 8 P.

Parcel # 33-06-100-042
WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109
BTC: 5-101211

TENANT SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed September 10, 2018, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender") and DAWSON PEDIATRIC DENTISTRY AND ORTHODONTICS, P.C. ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded lease agreement with FAMILIES FIRST PEDIATRICS, LLC for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at as 4651 West 13400 South, Riverton, UT 84096, Salt Lake County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to HERRIMAN MEDICAL PARTNERS, LLC for the benefit of FAMILIES FIRST PEDIATRICS, LLC to improve or to purchase the Property.

D. In connection with the Loan, HERRIMAN MEDICAL PARTNERS, LLC has or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure Landlord's obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to HERRIMAN MEDICAL PARTNERS, LLC the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection

with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.

2. Incorporation by Reference; Attornment and Non-Disturbance. The terms of the Lease Agreement are incorporated herein by this reference. Lender agrees that Tenant shall not be disturbed in its possession of the Property nor shall its rights under the Lease Agreement be terminated so long as no default as to Tenant exists under the Lease Agreement. Tenant will, upon request of any person or party succeeding to the interest of Lender or upon the request of any person or party succeeding to the interest of Tenant's Lessor, automatically become the sublessee of such successor in interest, and such successor in interest shall attorn to Tenant as Lessor under the terms of the Lease Agreement without change in the terms or provisions of the Lease Agreement except that:
 1. Lender and its successors in interest shall have no liability for or obligation to cure any defaults of Lessor which may have existed prior to the time Lender and its successors in interest becomes Tenant's Lessor by reason of Lender's obtaining legal title to the Property by reason of foreclosure or otherwise.
 2. Tenant shall be obligated to pay rents and other ongoing expenses under the Lease to Lender and its successors in interest without credit for any prepaid rents.
 3. Lender and its successors in interest shall not be liable to Tenant for payment or credit of any amounts paid by Tenant as a security deposit.
 4. Tenant shall not be entitled to assert any offsets against rent as to Lender and its successors in interest.
 5. The Lease Agreement may not be amended or modified without the prior, express approval of Lender or its successors in interest.
 6. In no event shall Lender or its successors in interest be liable to Tenant for completion of tenant improvements, or liable for breach of any warranty regarding the condition or use of the Property or for any defect related to the condition of the Property or of any improvement thereon.
3. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan and shall not be deemed to create a duty on the part of the Lender to acquire title to the Property and thereby become Tenant's Landlord.
4. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point which is 870.00 feet South 89 deg. 48'47" East along the North section line from the Northwest corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence South 89 deg. 48'47" East along said section line 457.65 feet to the Northeast corner of the West ½ of the Northwest ¼ of said Section 6; thence South 0 deg. 21'38" East 358.00 feet along the East line of said West ½; thence North 89 deg. 48'47" West 457.65 feet; thence North 0 deg. 21'38" West 358.00 feet to the point of beginning.

Less and excepting any and all portions lying within the legal bounds of Calder Place Subdivision, Andreason Place Subdivision, Hamilton's Homestead Subdivision, and 13400 South Street.

Also less and excepting the following three (3) legal descriptions:

A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW ¼ NW ¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are as follows: Beginning in the Westerly boundary line of said entire tract at a point South 89 deg. 48'47" East 870.33 feet (870.00 feet by record) along the section line and 45.00 feet South 00 deg. 11'13" West from the Northwest corner of said Section 6, said corner is 39.00 feet perpendicularly distant Southerly from the centerline of said 13400 South Street opposite engineers station 133+97.57; and running thence North 00 deg. 21'38" West 45.00 feet along said Westerly boundary line to the Northwest corner of said entire tract, said point lies in the Northerly section line of said Section 6; thence South 89 deg. 48'47" East 187.65 feet along the Northerly boundary line of said entire tract to the Northeast corner of said entire tract; thence South 00 deg. 21'38" East 45.00 feet along the Easterly boundary line of said entire tract; thence North 89 deg. 48'47" West 187.65 feet along a line parallel with said centerline to the point of beginning.

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property situate in the NW ¼ NW ¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are as follows: Beginning at the Northeast corner of said entire tract, which point is 1,057.65 feet South 89 deg. 48'47" East along the section line and 45.00 feet South 0 deg. 21'38" East from the Northwest corner of said Section 6; and running thence South 0 deg. 21'38" East 9.95 feet along the Easterly boundary line of said entire tract to a point 69.85 feet radially distant Southerly from the 13400 South Street Right of Way Control Line, of said project, opposite approximate Engineer Station 28+72.08; thence North 89 deg. 03'45" West 11.66 feet; thence South 89 deg. 37'19" West 258.98 feet to the Westerly boundary line of said entire tract to a point 71.89 feet perpendicularly distant Southerly from said control line, opposite approximately Engineer Station 26+00.85; thence North

0 deg. 21'38" West 12.35 feet to the existing Southerly right of way line of 13400 South Street; thence South 89 deg. 48'47" East 270.65 feet along said existing Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

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A tract of land in Lot 4 of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows: Beginning at a point which is 522.73 feet South 89 deg. 33'56" East along the section line and 45.00 feet South from the Northwest corner of said Section 6; and running thence South 89 deg. 33'56" East 535.01 feet; thence South 0 deg. 06'47" East 9.95 feet; thence North 88 deg. 48'54" West 11.66 feet; thence South 89 deg. 52'10" West 230.73 feet to the end of the highway limited-access line of UDOT Project MP-0182(6) at a point designated as Point "B"; thence along said limited-access line the following four courses: 1) South 89 deg. 52'10" West 28.25 feet; 2) South 00 deg. 06'03" West 3.27 feet; 3) North 89 deg. 31'48" West 76.74 feet; 4) South 78 deg. 58'29" West 195.01 feet to a point designated as Point "A"; thence North 3 deg. 58'40" East 54.42 feet to the point of beginning.

PARCEL 2:

Beginning at a point which is 540.65 feet North 89 deg. 48'47" West from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being 787 feet South 89 deg. 48'47" East from the Northwest corner of said Section 6; thence running South 89 deg. 48'47" East 83 feet; thence South 0 deg. 21'38" East 358 feet; thence North 89 deg. 48'47" West 83 feet; thence North 0 deg. 21'38" West 358 feet to the point of beginning.

Less and excepting the following three (3) legal descriptions:

A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW ¼ NW ¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are as follows: Beginning in the Westerly boundary line of said entire tract at a point South 89 deg. 48'47" East 787.34 feet (787.00 by record) along the section line and 39.00 feet South 00 deg. 21'38" West from the Northwest corner of said Section 6, said corner is 39.00 feet perpendicularly distant Southerly from the centerline of said 13400 South Street opposite engineers station 133+14.57; and running thence North 00 deg. 21'38" West 45.00 feet along said Westerly boundary line to the Northwest corner of said entire tract, said point being in the Northerly section line of said Section 6; thence South 89 deg. 48'47" East 83.00 feet along the Northerly boundary line of said entire tract to the Northeast corner of said entire tract; thence South 00 deg. 21'38" East 45.00 feet along the Easterly boundary line of said entire tract; thence North 89 deg. 48'47" West 83.00 feet along a line parallel with said centerline to the point of beginning.

A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW ¼ NW ¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are as follows: Beginning in the Westerly boundary line of said entire tract at a point South 89 deg. 48'47" East 787.34 feet (787.00 feet by record) along the section line and 45.00 feet South 00 deg. 21'38" West from the Northwest corner of said Section 6, said corner is 39.00 feet perpendicularly distant Southerly from the centerline of said 13400 South Street opposite engineers station 133+14.57; and running thence North 00 deg. 21'38" West 45.00 feet along said Westerly boundary line to the Northwest corner of said entire tract, said point being in the Northerly section line of said Section 6; thence South 89 deg. 48'47" East 83.00 feet along the Northerly boundary line of said entire

tract to the Northeast corner of said entire tract; thence South 00 deg. 21'38" East 45.00 feet along the Easterly boundary line of said entire tract; thence North 89 deg. 48'47" West 83.00 feet along a line parallel with said centerline to the point of beginning.

A tract of land in Lot 4 of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows: Beginning at a point which is 522.73 feet South 89 deg. 33'56" East along the section line and 45.00 feet South from the Northwest corner of said Section 6; and running thence South 89 deg. 33'56" East 535.01 feet; thence South 0 deg. 06'47" East 9.95 feet; thence North 88 deg. 48'54" West 11.66 feet; thence South 89 deg. 52'10" West 230.73 feet to the end of the highway limited-access line of UDOT Project MP-0182(6) at a point designated as Point "B"; thence along said limited-access line the following four courses: 1) South 89 deg. 52'10" West 28.25 feet; 2) South 00 deg. 06'03" West 3.27 feet; 3) North 89 deg. 31'48" West 76.74 feet; 4) South 78 deg. 58'29" West 195.01 feet to a point designated as Point "A"; thence North 3 deg. 58'40" East 54.42 feet to the point of beginning.

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