

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
Commercial Real Estate - RPMG (AU #7572)
4643 S. Ulster St., Suite 1400
Denver, Colorado 80237

Attn: Jori J. Zikas
Loan No. 1010380-0

11747360
10/24/2013 01:38 PM \$30.00
Book - 10187 Pg - 4784-4794
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SNELL & WILMER
15 W SO. TEMPLE STE. 1200
SLC UT 84101
BY: DDK, DEPUTY - WI 11 P.

(Space Above For Recorder's Use)

**SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT
(Lease to Security Instrument)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN
THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE
LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT, ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("**Agreement**") is made August 21, 2013 by
and between Woodlands III Holdings, LLC, a Utah limited liability company ("**Landlord**"), owner of the
real property hereinafter described, Global Medical Staffing, Inc., a Delaware corporation, as tenant,
("**Tenant**") and Wells Fargo Bank, National Association (collectively with its successors or assigns,
"**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of that certain Lease Agreement for The Woodlands Business Park Tower III dated August 5, 2013 ("**Lease**"), Landlord granted to Tenant a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "**Property**").
- B. Landlord has executed, or proposes to execute, that certain Deed of Trust ("**Security Instrument**") securing, among other things, that certain Promissory Note of even date herewith ("**Note**") in the principal sum of Four Million and No/100 Dollars (\$4,000,000.00), in favor of Lender ("**Loan**"). The Security Instrument is to be recorded concurrently herewith.
- C. As a condition to Lender making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Tenant under the Lease and that the Tenant specifically and unconditionally subordinate the Lease to the lien of the Security Instrument.
- D. Landlord and Tenant have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Landlord and Tenant hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION.** Landlord and Tenant hereby agree that:

- 1.1 **Prior Lien.** The Security Instrument securing the Note in favor of Lender, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
- 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
- 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Tenant individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and
- 1.5 **Waiver, Relinquishment and Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **ASSIGNMENT.** Tenant acknowledges and consents to the assignment of the Lease by Landlord in favor of Lender.

3. **ESTOPPEL.** Tenant acknowledges and represents that:

- 3.1 **Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Property and Tenant claims no rights with respect to the Property other than as set forth in the Lease;
- 3.2 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows (if none, state "None"): Deposit of \$28,345.05
& prepaid rent of \$24,457.75
- 3.3 **No Default.** To the best of Tenant's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of

time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;

- 3.4 **Lease Effective.** The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding and there have been no further amendments, modifications or additions to the Lease, written or oral; and
- 3.5 **No Broker Liens.** Neither Tenant nor Landlord has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None"): landlord owe commission to CBRE under Section 26.7 of our lease.
4. **ADDITIONAL AGREEMENTS.** Tenant covenants and agrees that, during all such times as Lender is the Beneficiary under the Security Instrument:
- 4.1 **Modification, Termination and Cancellation.** Tenant will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Landlord in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
- 4.2 **Notice of Default.** Tenant will notify Lender in writing concurrently with any notice given to Landlord of any default by Landlord under the Lease, and Tenant agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Landlord; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;
- 4.3 **No Advance Rents.** Tenant will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease; and
- 4.4 **Assignment of Rents.** Upon receipt by Tenant of written notice from Lender that Lender has elected to terminate the license granted to Landlord to collect rents, as provided in the Security Instrument, and directing the payment of rents by Tenant to Lender, Tenant shall comply with such direction to pay and shall not be required to determine whether either Lessor is in default under the Loan and/or the Security Instrument.
5. **ATTORNNMENT.** In the event of a foreclosure under the Security Instrument, Tenant agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Landlord's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
- 5.1 **Payment of Rent.** Tenant shall pay to Lender all rental payments required to be made by Tenant pursuant to the terms of the Lease for the duration of the term of the Lease;
- 5.2 **Continuation of Performance.** Tenant shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Landlord's interest in the Lease and giving written notice thereof to Tenant;

- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Landlord under the Lease, nor for the return of any sums which Tenant may have paid to Landlord under the Lease as and for security deposits, advance rental payments or otherwise, except to the extent that such sums are actually delivered by Landlord to Lender; and
- 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any further transfer of Landlord's interest by Lender, all of such obligations shall terminate as to Lender.
6. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Tenant under the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Tenant under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Tenant and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property which is inconsistent with the terms of the Security Instrument.
7. **MISCELLANEOUS.**
- 7.1 **Remedies Cumulative.** All rights of Lender herein to collect rental payments on behalf of Landlord under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Landlord or others.
- 7.2 **Notices.** All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Landlord:	Woodlands III Holdings, LLC 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321 Attention: Dylan Olsen Organizational Number: 2019071-0160
With a copy to:	Olson & Hoggan, P.C. 130 South Main, Suite 200 Logan, Utah 84321 Attention: Robert B. Funk
Tenant:	Global Medical Staffing, Inc. 2450 Ft. Union Blvd. Salt Lake City, Utah 84121
Lender:	Wells Fargo Bank, National Association Real Estate Banking Group (AU #7572) 299 South Main Street, 6 th Floor Salt Lake City, Utah 84111 Attention: J. Brian Duerden Loan No. 1010380-0
With a copy to:	Wells Fargo Bank, National Association Minneapolis Loan Center 608 2 nd Avenue South, 11 th Floor Minneapolis, Minnesota 55402 Attention: Kyle Schwanke Loan No. 1010380-0
And to:	Snell & Wilmer L.L.P. Gateway Tower West 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Brian D. Cunningham, Esq.

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove.

- 7.3 **Heirs, Successors and Assigns.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.
- 7.4 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.
- 7.5 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be

detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 7.6 **Exhibits, Schedules and Riders**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

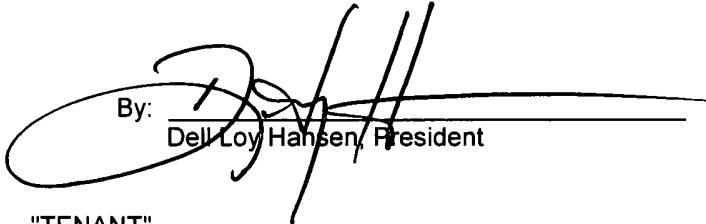
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"LANDLORD"

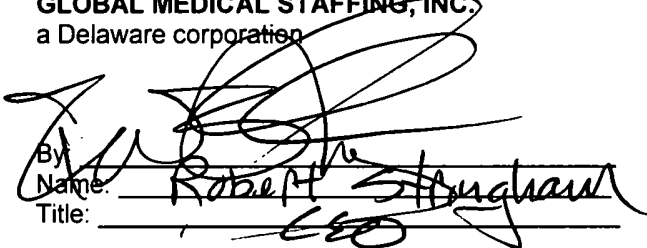
WOODLANDS III HOLDINGS, LLC
a Utah limited liability company

By: **Wasatch Property Management, Inc.**
a Utah corporation

By: 
Dell Loy Hansen, President

"TENANT"

GLOBAL MEDICAL STAFFING, INC.
a Delaware corporation

By: 
Name: Robert H. Stangor
Title: CEO

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: J. Brian Duerden
Title: Vice President

[Acknowledgements on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

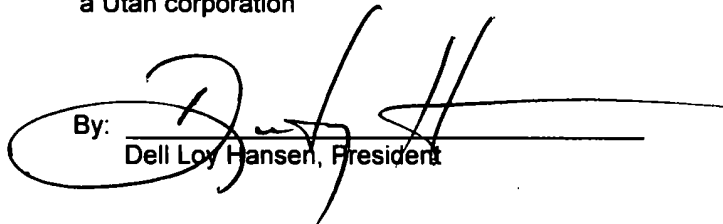
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"LANDLORD"

WOODLANDS III HOLDINGS, LLC
a Utah limited liability company

By: **Wasatch Property Management, Inc.**
a Utah corporation

By: 
Dell Loy Hansen, President

"TENANT"

GLOBAL MEDICAL STAFFING, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

"LENDER"

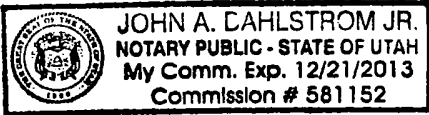
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: J. Brian Duerden
Title: Vice President

[Acknowledgements on Following Page]

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

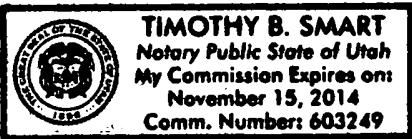
The foregoing instrument was acknowledged before me this 21 day of August 2013, by Dell Loy Hansen, the president of Wasatch Property Management, Inc., a Utah corporation, as manager of Woodlands III Holdings, LLC, a Utah limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC
Residing at Salt Lake County

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

The foregoing instrument was acknowledged before me on August 21, 2013, by Robert Stringham an individual, the CEO of GLOBAL MEDICAL STAFFING, INC., a Delaware corporation, on behalf of such company.



[Signature]
NOTARY PUBLIC
Residing at 1542 E. Grayson Ave SLC, 84106


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

The foregoing instrument was acknowledged before me on August ____, 2013, by J. BRIAN DUERDEN, an individual, a vice president of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such association.

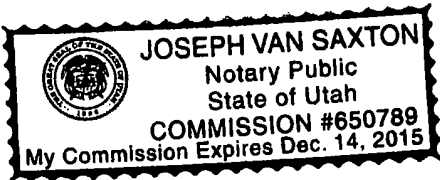
NOTARY PUBLIC
Residing at _____

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

The foregoing instrument was acknowledged before me this 26 day of August 2013, by Dell Loy Hansen, the president of Wasatch Property Management, Inc., a Utah corporation, as manager of Woodlands III Holdings, LLC, a Utah limited liability company, on behalf of said company.



NOTARY PUBLIC
Residing at Logan, UT



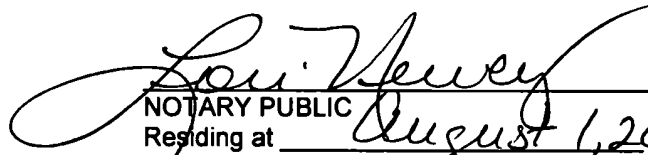
STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on August ____, 2013, by _____, an individual, the _____ of GLOBAL MEDICAL STAFFING, INC., a Delaware corporation, on behalf of such company.

NOTARY PUBLIC
Residing at _____

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

The foregoing instrument was acknowledged before me on August 29, 2013, by J. BRIAN DUERDEN, an individual, a vice president of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of such association.



NOTARY PUBLIC
Residing at August 1, 2016

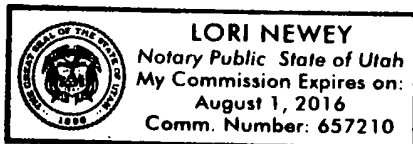


EXHIBIT A - DESCRIPTION OF PROPERTY

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

PARCEL A:

Parcel 5 of **THE WOODLANDS BUSINESS PARK 2ND AMENDED**, A Commercial Planned Unit Development, according to the official plat thereof, filed in Book "88-12" of Plats, at Page 123 of the Official Records of the Salt Lake County Recorder.

PARCEL B:

The non-exclusive easements, that may be appurtenant to PARCEL A described above, as defined, described and created pursuant to that certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of The Woodlands Business Park, recorded October 15, 2010 as Entry No. 11054044, in Book 9869, at Page 882 of the Official Records of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions And Restrictions Of the Woodlands Business Park, recorded August 29, 2013 as Entry No. 11715461, in Book 10173, at Page 5379 of the Official Records of the Salt Lake County Recorder.

PARCEL C:

A non-exclusive easement 33 feet in width for ingress and egress, appurtenant to PARCEL A described above, as provided for and shown on that certain plat of The Woodlands East Subdivision, recorded November 14, 2006 as Entry No. 9906588, in Book 2008P of Plats, at Page 338 of the Official Records of the Salt Lake County Recorder.