

WHEN RECORDED, RETURN TO:
BANK OF AMERICAN FORK
712 East Main
Lehi, Utah 84043
Attention: Layne A. Cardon

12156904
10/23/2015 1:43:00 PM \$30.00
Book - 10372 Pg - 9802-9812
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 11 P.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT AND ESTOPPEL CERTIFICATE

This Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate (the "Agreement") is made and executed as of the 16th day of October, 2015, by and between Bank of American Fork, a Division of People's Intermountain Bank, a Utah corporation ("Lender"), RW JVCC, LLC, a Utah limited liability company ("Landlord"), and Jordan Valley Medical Center, LP, a Delaware limited partnership ("Tenant").

RECITALS

A. Landlord, as lessor, and Tenant, as lessee, have entered into a Lease Agreement, dated October 8, 2015 (together with any and all amendments, modifications and extensions, the "Lease"), whereby Landlord leases, demises and lets to Tenant, and Tenant leases from Landlord the premises located in Salt Lake County, at 3592 West 9000 South, West Jordan, Utah 84088, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Ground Leased Premises") and the entire medical clinic/office building and related facilities to be constructed thereon (hereinafter referred to as the "Building") pursuant to that certain Ground Lease, dated October 8, 2015 (the "Ground Lease"), whereby the Ground Leased Premises were previously ground-leased by Tenant, as lessor, to Landlord, as lessee. The Ground Leased Premises and the Building are sometimes hereinafter referred to collectively as the "Leased Premises."

B. The Lease is reflected in the public records by that certain Memorandum of Lease, dated October 8, 2015, and recorded on October 12, 2015, as Entry No. 12149318 in Book 10369 beginning at Page 5137 in the official records of the Salt Lake County Recorder's Office, Salt Lake County, State of Utah.

C. The Ground Lease is reflected in the public records by that certain Memorandum of Lease dated October 8, 2015, and recorded on October 12, 2015, as Entry No. 12149317 in Book 10369 beginning at Page 5130 in the official records of the Salt Lake County Recorder's Office, Salt Lake County, State of Utah.

D. On the condition that the Lease and all rights, titles and interests of Tenant in the Leased Premises, solely as lessee under the Lease and NOT as lessor under the Ground Lease (the "Lease Rights") be subordinated as provided below, and that Tenant enter into this Agreement, Lender has agreed to make a loan (the "Loan") to Landlord, as borrower, which Loan is evidenced by a Promissory Note, dated October 16, 2015, made payable to Lender in the original principal amount of \$7,927,477.00 (the "Note"), is governed by the terms and conditions of a Construction

Loan Agreement, also dated October 16, 2015 (the "Loan Agreement"), and is secured by, among other collateral, a Construction Deed of Trust (Leasehold Estate and Improvements), also dated October 16, 2015, and recorded on October 23rd, 2015, as Entry No. 12156843 in Book 10372 beginning at Page 9444 in the official records of the Salt Lake County Recorder's Office, Salt Lake County, State of Utah (the "Trust Deed") and an Assignment of Rents, also dated October 16, 2015, and recorded on October 23rd, 2015, as Entry No. 12156844 in Book 10372 beginning at Page 9455 in the official records of the Salt Lake County Recorder's Office, Salt Lake County, State of Utah (the "Assignment of Rents") (the Note, Loan Agreement, Trust Deed, and Assignment of Rents, together with other loan documents evidencing and/or governing the Loan are referred to collectively as the "Loan Documents").

AGREEMENT

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

1. Landlord Estoppel Certificate. Landlord hereby certifies to and agrees with Lender that, as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Landlord as consideration for Lender executing this Agreement, and in the making of the Loan evidenced by the Note and secured by the Trust Deed, the Assignment of Rents and other collateral identified in the Loan Documents:
 - a. The Lease and the Ground Lease are in full force and effect and are the valid and binding obligations of Landlord, enforceable in accordance with their terms.
 - b. Neither Landlord nor, to Landlord's actual knowledge, Tenant is in default under the Lease or the Ground Lease, and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease or the Ground Lease.
 - c. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease or the Ground Lease, and no claim of any nature exists by Tenant or Landlord against the other under the Lease or the Ground Lease.
 - d. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance.
 - e. Neither the Lease nor the Ground Lease has been terminated, modified or amended, by "side letter" or otherwise, and shall not after the date of this Agreement be terminated, modified or amended, by "side letter" or otherwise, without the prior written consent of Lender for any termination and for each such modification or amendment. Any attempted termination, modification or amendment without the prior written consent of Lender shall be void.

f. Landlord has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interests under the Lease and, during the term of the Loan, as extended or modified, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interests under the Lease without the prior written consent of Lender.

2. Tenant Estoppel Certificate. Tenant hereby certifies to and agrees with Lender that, as of the date of this Agreement, Lender is authorized to rely on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

a. The Lease and the Ground Lease are in full force and effect and are the valid and binding obligations of Tenant enforceable in accordance with their terms, subject to (i) applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance, fraudulent transfer and other federal and state laws affecting the rights and remedies of creditors, and (ii) general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief and other equitable remedies), whether applied in a proceeding at law or in equity.

b. Neither Tenant, nor to Tenant's actual knowledge, Landlord, is in default under the Lease or the Ground Lease, and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant, or to Tenant's actual knowledge, Landlord, under the Lease or the Ground Lease.

c. To Tenant's actual knowledge, (i) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease or the Ground Lease, and (ii) no claim of any nature exists by Tenant or Landlord against the other under the Lease or the Ground Lease.

d. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance.

e. Neither the Lease nor the Ground Lease has been terminated, modified or amended, by "side letter" or otherwise. After the date of this Agreement, Lender shall not be bound by any modification or amendment of the Lease, by "side letter" or otherwise, without the prior written consent of Lender.

f. Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interests under the Lease.

3. Subordination of Lease to Loan Documents and the Loan Documents to the Ground Lease. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject, subordinate, inferior, and junior to the Trust Deed, the Assignment of Rents, the other Loan Documents and the liens created by the Trust Deed, the Assignment of Rents and other Loan Documents, and to all sums advanced on the Trust Deed and other security for the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan, and including all renewals, modifications, consolidations, replacements, and

extensions of the Loan and any of the Loan Documents, including, without limitation, any increases in the principal amount of the Loan and changes in the interest rate of the Loan, and any future lien or liens affecting the Leased Premises held by or made for the benefit of Lender. The Lease and Lease Rights are hereby subordinated to the Loan Documents and the liens created by the Trust Deed, the Assignment of Rents and other Loan Documents, the same and as fully as if the Trust Deed, the Assignment of Rents and other Loan Documents had been executed, delivered and recorded, where applicable, prior to execution, delivery, and recording of the Lease or record of the Lease. If there is any inconsistency between the provisions of the Loan Documents and the provisions of the Lease, the provisions of the Loan Documents shall prevail and govern the Lease. If there is any inconsistency between the provisions of the Loan Documents and the provisions of the Ground Lease, the provisions of the Ground Lease shall prevail and govern the Loan Documents, except for the provisions of this Agreement and that certain Acknowledgment and Consent and Agreement of Landlord, Tenant, and Lender of even date herewith.

Landlord will not cause or allow the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

4. Acknowledgement of Assignment of Rents. Tenant agrees and acknowledges that it has notice, and notwithstanding anything to the contrary in the Lease, hereby consents that the Lease, the Lease Rights, the rents, and all other sums due under the Lease have been assigned or are to be assigned to Lender. Specifically, but without limitation, Tenant consents to the Assignment of Rents and to the assignment of leases and rents contained in the Trust Deed and other Loan Documents. In the event that Lender notifies Tenant and requests Tenant to pay its rent and all other sums due under the Lease to Lender, regardless of whether there has occurred a default under any of the Loan Documents, Tenant shall honor such request and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice, and Landlord shall indemnify and hold Tenant harmless from and against any loss, cost, expense or claim against Tenant arising therefrom.

5. Notice and Opportunity to Cure. With respect to any and all defaults under the Lease, both Tenant and Landlord agree that they both shall give Lender written notice of and opportunity to cure any such default. In the case of a default by Landlord, Tenant agrees to give Lender notice and an opportunity to cure in accordance with the terms and conditions of Section 11.7 of the Lease.

6. Requirement of Non-Disturbance. Tenant agrees and acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

7. Non-Disturbance. In the event of foreclosure of the Trust Deed, or upon a sale of the Leased Premises pursuant to the trustee's power of sale contained in the Trust Deed, or upon a transfer of the Leased Premises by conveyance in lieu of foreclosure of the Trust Deed (collectively, a "Transfer"), then so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease, or cures any such default within the cure period therein provided, Lender shall not name or join Tenant in any foreclosure proceeding, unless such joinder is necessary to complete the foreclosure, nor shall Lender disturb the possession of the Leased

Premises by Tenant, its successors and assigns. In the event of a Transfer of the Leased Premises to Lender, Lender will perform and be bound by all of the obligations imposed on Landlord by the Lease for the balance of the term of the Lease and any extensions or renewals of the Lease, or until the earlier termination of the Lease in accordance with the provisions thereof.

8. Attornment. Upon the occurrence of a Transfer, Tenant hereby agrees to attorn to, adhere to and accept any successor owner as landlord under the Lease, and to be bound by and perform all of the obligations of Tenant imposed by the Lease, such attornment to be self-operative without the execution of any further instruments. The rights and obligations of any successor owner under the Ground Lease, and the rights and obligations of the Tenant as landlord thereunder, shall be governed by the provisions of the Ground Lease, including without limitation, the provisions of Article 5 thereof.

9. No Liability for Lender. Lender, or any successor owner of the Leased Premises resulting from a Transfer, shall not be (a) liable for any obligations under the Lease or the Ground Lease which arise or accrue prior to the Transfer (other than past-due rent under the Ground Lease) or which arise or accrue at any time after Lender ceases to be the owner of the Leased Premises; (b) liable for any other damages or relief attributable to any act or omission of a prior landlord, including Landlord, including without limitation for damages or relief attributable to any latent or patent defect in the Leased Premises; (c) liable for any damages or other relief attributable to any breach by any prior landlord, including Landlord, under the Lease or the Ground Lease or any representation or warranty made in connection with the Lease or the Ground Lease; (e) subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; (f) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord, including Landlord, for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord, including Landlord; (g) bound by any assignments, subletting, renewals, extensions or any other agreements or modifications of the Lease made without the prior written consent of Lender; or (h) liable for any indirect or consequential damages, including loss of sublet rentals, loss of profits, or damage to goodwill or reputation.

Nothing in this Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease or as tenant under the Ground Lease prior to the time Lender obtains title to the Leased Premises by Transfer or otherwise obtains possession of the Leased Premises pursuant to the terms of the Loan Documents. Specifically, but without limitation, Lender shall have no obligations with respect to the erection or completion of any improvements on the Leased Premises other than as required by the Loan Documents, either at the commencement of the term of the Lease or upon any renewals or extensions of the terms of the Lease, or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

In the event that Lender shall acquire leasehold title to the Leased Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Leased Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Leased Premises for the payment and discharge of any obligations imposed upon Lender under this Agreement or under the Lease.

10. Assignment or Subletting. Tenant's right to assign, transfer, mortgage, or otherwise encumber the Lease or Lease Rights or any interest in the Lease or the Lease Rights shall be governed by the provisions of Article 8 of the Lease (for purposes of such Article 8 only, the term "Landlord" as used in Article 8 shall include Lender).

11. New Lease. Upon the written request of Lender to Tenant after a Transfer, Tenant shall execute and deliver to Lender a lease of the Leased Premises (or a reaffirmation of the Lease) upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired terms and options to renew of the Lease existing prior to such Transfer.

12. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease, as tenant under the Ground Lease, and as trustor under the Trust Deed, acknowledges and agrees for itself and its heirs, successors and assigns, to each of the following:

a. This Agreement does not constitute a waiver by Lender of any of its rights under the Trust Deed or any of the other Loan Documents, and/or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Trust Deed or any of the other Loan Documents.

b. The provisions of the Trust Deed and all other Loan Documents remain in full force and effect and must be complied with by Landlord.

c. In the event of a default under the Trust Deed or any of the other Loan Documents, upon written notice and direction by Lender to Tenant, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Loan Documents.

13. Right to Sublease and Mortgage. Notwithstanding anything to the contrary in the Lease, upon the occurrence of a Transfer, Tenant agrees that Lender, its successor or assign, or any purchaser at a foreclosure sale, may mortgage, lien, encumber, or otherwise transfer its interest in the Leased Premises or assign all of its or Landlord's rights in the Lease without the consent of Tenant, but in all events such Transfer shall be subject to the provisions of the Ground Lease.

14. Insurance Proceeds and Condemnation Awards. Notwithstanding anything to the contrary in the Lease, unless otherwise agreed by Lender in writing in advance, all insurance proceeds and condemnation awards paid or awarded in connection with the Leased Premises and/or any improvements located on the Leased Premises shall be paid to Lender as payments on the Loan pursuant to the terms and conditions of the Loan Documents and for any and all other obligations of Landlord to Lender in connection with the Loan and under the Loan Documents.

15. Memorandum of Lease. If required by Lender, Tenant agrees to execute and cause to be recorded in the county recorder's office of the county in which the Leased Premises is located, a memorandum of lease for the Lease, in a form reasonably acceptable to Lender.

16. Future Estoppel Certificates. Tenant agrees to execute and deliver to Lender, within fifteen (5) days following Tenant's receipt of a written request by Lender, an estoppel certificate in a form similar to the estoppel certificate in this Agreement and otherwise in form and

substance reasonably acceptable to Lender and Tenant. Tenant shall not be obligated to deliver an estoppel certificate more often than two (2) times per calendar year.

17. No Merger. If any lien granted on the Leased Premises or assignment of any lease of the Leased Premises made to Lender and the leasehold title to the Leased Premises shall at any time become vested in one owner, the lien created under any Trust Deed granted or assignment made to Lender shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender, beneficiary, and assignee and, if applicable, leasehold title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by Tenant shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure.

18. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Lender: Bank of American Fork
712 East Main
Lehi, Utah 84043
Attention: Layne A. Cardon

Landlord: RW JVCC, LLC
c/o Rockworth Companies, LLC
Attention: Tom Henriod
9980 South 300 West, Suite 310
Sandy, Utah 84070

With a copy to: Snell & Wilmer L.L.P.
Attention: Brian C. Cheney
15 W. South Temple, Suite 1200
Salt Lake City, Utah 84101

Tenant: JORDAN VALLEY MEDICAL CENTER, LP
Attention: Chief Executive Officer
3580 West 9000 South
West Jordan, Utah 84088

With a copy to: IASIS Healthcare Corporation
Attention: General Counsel
Dover Center, Building E
117 Seaboard Lane
Franklin, Tennessee 37067

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

19. Attorneys' Fees. If there is any litigation initiated by any party to this Agreement to enforce any provisions of or any rights or obligations under this Agreement, or to pursue any other remedy allowed by law, the prevailing party shall be entitled to recover from the other party or parties reasonable attorney fees and costs that the prevailing party incurs in such litigation, including any appeals thereof.

20. No Derogation of Liens. Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Trust Deed, any other lien created by the Loan Documents, or the Ground Lease.

21. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

22. Successors and Assigns. This Agreement is and shall be binding upon and shall inure to the benefit of Lender, Landlord and Tenant, and their respective successors and assigns.


23. Ground Lease Supreme. Notwithstanding any provision of this Agreement or the Loan Documents to the contrary, the Loan Documents and this Agreement: (a) are and shall be subject and subordinate to all rights and interests of Tenant (as landlord under the Ground Lease); (b) with respect to any issue between Tenant (as landlord under the Ground Lease) and Lender, shall be a lien only on Landlord's and Tenant's interests in and to the Lease and Landlord's (as tenant under the Ground Lease) interests in and to the Ground Lease; (c) shall not be a lien on Tenant's fee interest in the Ground Leased Premises or any portion of the Land (as such term is defined in the Ground Lease) or reversionary interest in the Building or other improvements; and (d) with respect to any issue between Tenant (as landlord under the Ground Lease) and Lender, shall not afford Lender or anyone claiming by, through or under Lender any greater rights under this Agreement than Landlord's rights under the Lease and the Ground Lease.

[SIGNATURES ON FOLLOWING PAGE]

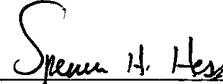
LANDLORD

RW JVCC, LLC

By: ROCKWORTH COMPANIES, LLC, Manager/Member of RW JVCC, LLC

By: 

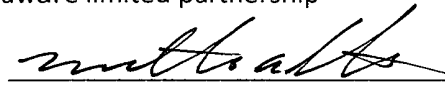
J. BLAIR JENKINS,
President and Chief Executive
Officer of ROCKWORTH
COMPANIES, LLC

By: 

SPENCER H. HESS,
Chief Operating Officer and Chief
Financial Officer of ROCKWORTH
COMPANIES, LLC

TENANT

JORDAN VALLEY MEDICAL CENTER, LP
a Delaware limited partnership

By: 

William A. Stokes, Vice President

LENDER

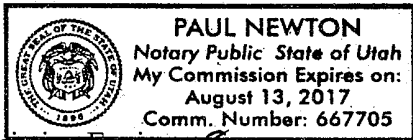
BANK OF AMERICAN FORK
A Division of People's Intermountain Bank, a Utah corporation,

By: 

Layne A. Cardon, Vice President

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

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by J. Blair Jenkins, President and Chief Executive Officer of Rockworth Companies, LLC, and by Spencer H. Hess, Chief Operating Officer and Chief Financial Officer of Rockworth Companies, Manager of RW JVCC, LLC.



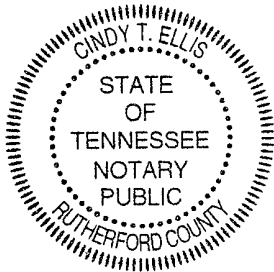
My Commission Expires: 8-13-17

Paul Newton
NOTARY PUBLIC

Residing At:
Mapleton UT

STATE OF TENNESSEE)
 : ss.
COUNTY OF Williamson)

The foregoing instrument was acknowledged before me this 15th day of October, 2015, by William A. Stokes, Vice President of Jordan Valley Medical Center, LP.



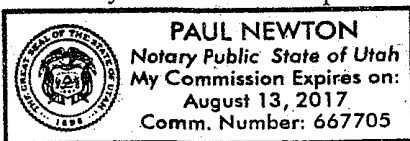
My Commission Expires:
8-22-16

Cindy T. Ellis
NOTARY PUBLIC

Residing At:
Tennessee

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 21 day of October, 2015, by Layne A. Cardon, Vice President of Bank of American Fork



My Commission Expires: 8.13.17

Paul Newton
NOTARY PUBLIC

Residing At:
Mapleton, Utah

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 1:

A part of the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, West Jordan City, Salt Lake County, Utah:

Beginning at a point which is 2537.92 feet North 89 deg. 13'35" West along the section line and 956.13 feet North 0 deg. 46'23" East from the East quarter corner of said Section 5, and running due North 106.77 feet; thence due East 61.72 feet; thence due North 17.44 feet; thence due East 50.08 feet; thence due South 17.44 feet; thence due East 84.37 feet; thence due South 106.77 feet; thence due West 196.17 feet to the point of beginning.

PARCEL 1A:

A non-exclusive easement for ingress and egress and parking as defined in that certain Easement Agreement dated October 8, 2015 and recorded October 13, 2015 as Entry No. 12149319 in Book 10369, Page 5143.

PARCEL 1B:

A non-exclusive easement for reasonable access, ingress and egress over all driveways as presently or hereafter constructed on the Hospital Tract, as defined in that certain Easement Agreement recorded October 23, 15, as Entry No. 12156790 in Book 10372 at Page 9107.

Parcel No.: 27-05-251-019-2000, 27-05-251-019-2001, 27-05-251-019-2002, 27-05-251-014-0000