

Recording Requested By and
When Recorded Mail To:

Gebhardt & Smith LLP
One South Street, Suite 2200
Baltimore, Maryland 21202-3281
Attention: Mark A. Gaspar, Esq.

14119310 B: 11426 P: 6389 Total Pages: 9
06/20/2023 01:39 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE OF UTAH
6955 S UNION PARK CTR STE 100MIDVALE, UT 840476516

Loan No.: 901002261

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation (“**Lender**”), has agreed to make a loan (the “**Loan**”) to BELL SQUARE L.L.C., a Utah limited liability company and CENTER SQUARE MEDICAL, LTD., a Utah limited partnership (“**Landlord**”), to be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the “**Security Instrument**”) on the property commonly known as 3798 and 3820 South 700 East, Salt Lake City, Utah 84106, and 3838 South 700 East, Salt Lake City, Utah 84106 (the “**Property**”), and more particularly described on attached Exhibit A. The parties acknowledge that the Security Instrument is being recorded concurrently with or after this instrument on June 20, 2023, as Instrument No. 14119238 of Official Records of the Salt Lake County, Utah. (The parties hereby authorize the title company to insert the appropriate Security Instrument recording information when available.)

SALT LAKE PSYCHIATRIC REALTY, LLC (“**Tenant**”) is the tenant under a Lease dated October 6, 2009, as modified by First Amendment of Lease dated December 21, 2009 (the “**Lease**”) with Landlord on all or a portion of the Property (the “**Leased Premises**”).

Lender needs assurances from Tenant in order to make the Loan. Tenant is willing to give those assurances if Lender will agree, so long as Tenant is not in default under the Lease, not to disturb Tenant’s possession of the Leased Premises in the event of foreclosure of the Security Instrument. Tenant also understands that, in making the Loan, Lender will rely on the assurances and statements made in this agreement.

NOW, THEREFORE, Lender and Tenant agree as follows:

1. **Subordination.** Tenant agrees that the Lease, and all rights of Tenant in, to and under the Lease and the Property, are hereby unconditionally subordinated, and shall remain unconditionally subordinate, to the lien of the Security Instrument and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof.

2. **Tenant Not To Be Disturbed.** Lender agrees that, so long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default):

(a) Tenant’s possession of the Leased Premises under the Lease shall not be disturbed by Lender in any foreclosure or other proceedings brought to enforce the Security Instrument or by any deed in lieu of foreclosure.

(b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless such joinder is necessary to foreclose the Security Instrument, and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant To Attorn To Lender. If Lender becomes the owner of the Property by reason of foreclosure or other proceedings brought to enforce the Security Instrument or by deed in lieu of foreclosure, the Lease shall continue in full force and effect as if Lender were the original Landlord and Tenant hereby attorns to Lender as Tenant's lessor, except Lender shall not be:

- (a) Liable for any act or omission of any prior lessor (including Landlord); or
- (b) Subject to any offset or defense which Tenant might have against any such prior lessor; or
- (c) Bound by any prepayment of rent by Tenant, except as required by the terms of the Lease;
- (d) Bound by any amendment, modification or waiver of any material term of the Lease, other than the First Amendment of Lease dated December 21, 2009 referenced above, unless made with the prior written consent of Lender; or
- (e) Liable for the return of any security deposit under the Lease unless such security deposit is actually received by Lender.

If Lender becomes the owner of the Property and thereafter sells or otherwise transfers its interest in the Property, Lender shall have no liability with respect to obligations of the lessor under the Lease which arise following the sale or other transfer of the Property by Lender.

4. Third-Party Owner. If someone acquires the Property through Lender, whether at a trustee or foreclosure sale or otherwise, that person shall have the same rights and obligations to continue the Lease with Tenant as Lender would have under this agreement.

5. Purchase Options. Any option to purchase, right of first refusal, or other right that Tenant has to acquire all or any of the Property is set forth in the Lease. Tenant agrees that, under paragraph 1 above, any such option or right is hereby made subject and subordinate to the lien of the Security Instrument and any and all other instruments held by Lender as security for the Loan, and to any and all renewals, modifications and extensions thereof.

6. Covenants of Tenant. Tenant covenants as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender. By its signature below, Landlord consents to Tenant's payment of rent to Lender upon Lender's written demand, agrees that Tenant may rely solely upon Lender's written demand regardless of any dispute between Landlord and Tenant, and releases and discharges Tenant from all liability to Landlord for any payment of rent made as instructed by Lender in writing.

(b) Tenant shall not subordinate its rights under the Lease to any other mortgage, deed of trust or other security instrument without the prior written consent of Lender.

(c) Tenant shall notify Lender if Landlord is in default under the Lease and will give Lender thirty (30) days after receipt of such notice in which to cure the default before Tenant invokes any of its remedies under the Lease.

7. Assignment of Lease. Tenant understands that Landlord's interest in the Lease has been assigned to Lender in connection with the Loan. Until Lender becomes owner of the Property, however, Lender assumes no duty, liability or obligation to Tenant under the Lease.

8. Costs and Attorneys' Fees. In the event of any claim or dispute arising out of this agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all attorneys' fees and other costs and expenses incurred in connection with the claim or dispute, including without limitation those fees, costs and expenses incurred before, during or after suit, in any arbitration, in any appeal, in any proceedings under any present or future bankruptcy act or state receivership, and in any post-judgment proceedings.

9. Limitation on Liability. Nothing in this Agreement shall impose upon Lender any liability for the obligations of Landlord under the Lease unless and until Lender takes title to the Property. Anything herein or in the Lease to the contrary notwithstanding, in the event that Lender or its assignee or designee (being collectively referred to as a "Successor Owner") shall acquire title to the Property or the portion thereof containing the Leased Premises, Successor Owner shall have no obligation, nor incur any liability, beyond Successor Owner's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor Owner in the Property for the payment and discharge of any obligations imposed upon Successor Owner hereunder or under the Lease, and Successor Owner is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Owner, Tenant shall look solely to the estate or interest owned by Successor Owner in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Owner.

10. Notices. Any notices under this agreement shall be in writing and shall be personally delivered or sent by Federal Express or other similar overnight delivery service. Any notice sent to a party shall be sent to the party at its address below its signature hereon. Notice shall be deemed given as of the date of hand delivery or one (1) day after delivery to Federal Express or similar overnight delivery service, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided. Any party may change its address by notice to the other parties.

11. Miscellaneous. This agreement may not be modified except in a writing executed by the parties or their successors in interest. This agreement shall be binding upon and shall inure to the benefit of Lender, its affiliates that are directly or indirectly controlled by, controlling or under common control with Lender, and its/their successors and/or assigns. This agreement may be executed in counterparts, in which case all originals together shall constitute a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



DATED this 20 day of June, 2023.

"LENDER"

GENWORTH LIFE INSURANCE COMPANY,
a Delaware corporation

By: Rhonda R. Miles Crump
Name: Rhonda R. Miles Crump
Title: Investment Officer

Address:

c/o Servicing Department
10851 Mastin Street, Suite 300
Overland Park, Kansas 66210

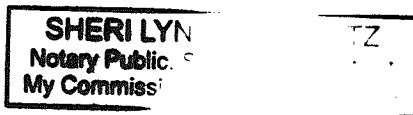
STATE OF Connecticut
COUNTY OF Fairfield ss.

I certify that I know or have satisfactory evidence that Rhonda R. Miles-Crump is the person who appeared before me, and said person acknowledged that [he][she] signed this instrument, on oath stated that [he][she] was authorized to execute the instrument and acknowledged it as the Investment Officer of Genworth Life Insurance Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12th day of June, 2023.

Sheri Lynn Horowitz

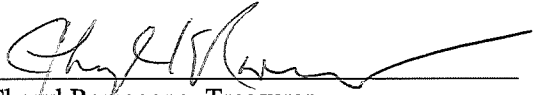
Notary Public In And For the State of Connecticut
residing at 78 Morning Glory Dr. Easton, CT
Name (printed or typed): Sheri Lynn Horowitz 06612
My appointment expires: 12/31/2024



“TENANT”

SALT LAKE PSYCHIATRIC REALTY, LLC

By: Ascend Health Corporation
Its Sole Member

By: 
Cheryl Ramagano, Treasurer

Address:

c/o UHS of Delaware
367 Gulph Road
King of Prussia, PA 19406
Attn.: Director of Real Estate

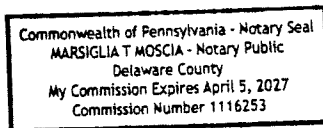
STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

I certify that I know or have satisfactory evidence that Cheryl Ramagano is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Treasurer of Ascend Health Corporation, which is the Sole Member of SALT LAKE PSYCHIATRIC REALTY, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15th day of June, 2023.



Notary Public In And For the State of Pennsylvania,
residing at King of Prussia, PA
Name (printed or typed): MARSIGLIA T. MOSCIA
My appointment expires: 4-5-2027





CONSENTED AND AGREED TO this 20 day of June, 2023.

“LANDLORD”

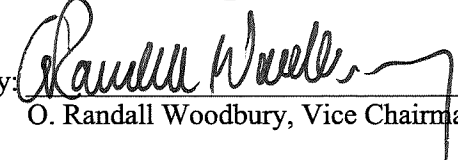
BELL SQUARE L.L.C.,
a Utah limited liability company

By: Seven Syndicate, L.C.,
a Utah limited liability company,
Manager

By: Woodbury Corporation,
a Utah corporation
Manager

By: 

Scott S. Bishop, Chief Financial Officer

By: 

O. Randall Woodbury, Vice Chairman

CENTER SQUARE MEDICAL, LTD.,
a Utah limited partnership

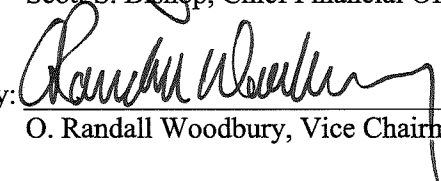
By: Medwood, L.C.,
a Utah limited liability company.
General Partner

By: Seven Syndicate, L.C.,
a Utah limited liability company,
Manager

By: Woodbury Corporation,
a Utah corporation
Manager

By: 

Scott S. Bishop, Chief Financial Officer

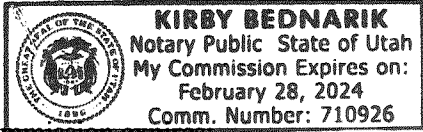
By: 

O. Randall Woodbury, Vice Chairman

ACKNOWLEDGEMENTS

STATE OF UTAH, COUNTY OF salt lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by Scott S. Bishop, as Chief Financial Officer of Woodbury Corporation, a Utah corporation, as the Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

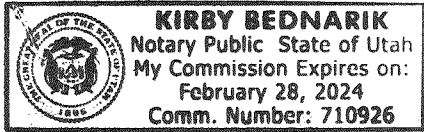


[Signature] (SEAL)
Name: Kirby Bednarik

My Commission expires:
2/28/24

STATE OF UTAH, COUNTY OF salt lake, SS:

The foregoing instrument was acknowledged before me this 14 day of June, 2023, by O. Randall Woodbury, as Vice Chairman of Woodbury Corporation, a Utah corporation, as the Manager of Seven Syndicate, L.C., a Utah limited liability company, which is the Manager of BELL SQUARE L.L.C., a Utah limited liability company.

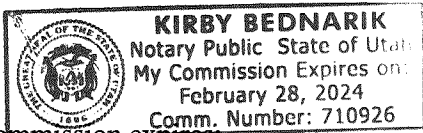


[Signature] (SEAL)
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2/28/24

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[Signature] (SEAL)
Name: Kirby Bednarik

My Commission expires:
2/28/24

[Handwritten initials]

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 (SEAL)
Name: Kirby Bednarik

My Commission expires:
2/28/24

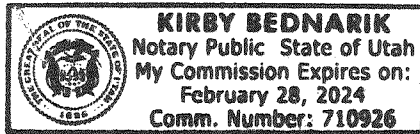


EXHIBIT A

Legal Description

Parcel 1:

Lot 1, Center Square Subdivision, according to the official plat thereof, recorded in Book 2008P of Plats, at Page 216, in the office of the Salt Lake County Recorder.

Also beginning at a point North 00°12'23" East 7.00 feet to the North right-of-way line of 3900 South Street and South 89°58'25" East along said North line 233.34 feet from the Southwest corner of Lot 1, Block 19, Ten Acre Plat "A", Big Field Survey, and running thence North 00°11'40" East 350.05 feet; thence South 89°59'06" East 17.29 feet; thence South 00°12'11" West 350.05 feet to the North right-of-way line of 3900 South Street; thence North 89°58'25" West, along said North line, 17.24 feet, more or less, to the point of beginning.

And:

Parcel 2:

Lots 2 and 3, Center Square Subdivision, according to the official plat thereof, recorded in Book 2008P of Plats, at Page 216, in the office of the Salt Lake County Recorder.

Parcel 3:

Non-exclusive easement as set forth in Cross Easement Agreement dated June 26, 2002, recorded August 2, 2002, as Entry No. 8310547, in Book 8628, at Page 2329.

Parcel 4:

Non-exclusive easement set forth in Utility Drainage Easement Agreement dated October 31, 2004, recorded May 12, 2005, as Entry No. 9375372, in Book 9130, at Page 2898.

Tax ID Nos. 16-31-429-021, 16-31-429-022, 16-31-429-025 (shown for informational purposes only)

