

WHEN RECORDED MAIL TO:
Scott G. Davis
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109
(801) 474-3232

Parcel No.: 01-092-0010

Bt 14556

SUBORDINATION AGREEMENT

THIS AGREEMENT made effective as of September 7, 2016, by Lifeline Real Estate, LLC, a Utah limited liability company ("Lessor"), to and in favor of Mountain West Small Business Finance, a Utah non-profit corporation ("Lender").

WITNESSETH:

WHEREAS, Lender has agreed to make a loan (the "Loan") to Lifeline Behavioral Health, LLC, a Utah limited liability company (the "Lessee") and Lessor;

WHEREAS, the Loan is to be secured by, among other things, a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents (the "Deed of Trust") executed by Lessor for the benefit of Lender, creating a third lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Deed of Trust and all such other security instruments to be referred to collectively as the "Collateral Documents");

WHEREAS, Lessee is in possession of all or part of the Property under and by virtue of a written lease, commencing November 1, 2015, entered into, by and between Lessor and Lessee (the "Lease");

WHEREAS, Lender will not make the Loan to Lessee unless and until Lessor expressly subordinates the Lease and all of Lessor's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

WHEREAS, Lessor will benefit from the Loan.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Lessor's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens

securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

3. Default. If and when Lessor notifies Lessee of a default or claimed default by Lessee under the Lease, Lessor shall send a copy of the written notice or a written explanation of any oral notice (the "Notice") concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the Notice within an equal period of time, commencing on the date Lender receives or is deemed to have received such notice, that Lessee would be permitted to remedy the same pursuant to the Lease. The provisions of this paragraph 3 shall continue in full force and effect until Lessor has received notice to the contrary from Lender.

4. Amendment to Lease. Lessor agrees to not enter into any agreement with Lessee purporting to change or terminate the Lease (except as expressly allowed therein under the current terms of the Lease) without Lender's joinder and prior written consent, which consent shall not be unreasonably withheld or delayed. Lessor agrees that any attempted change to or termination of the Lease made without Lender's joinder and prior written consent shall be void and of no force or effect (except as expressly allowed in the Lease under the current terms of the Lease).

5. Notices. Any notice or communication required or permitted hereunder shall be effective only if given in writing, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by written notice to the other party specify):

To Lender: Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, UT 84109
Attn: Scott Davis

To Lessor: Lifeline Real Estate, LLC
1130 West Center Street
North Salt Lake, Utah 84054

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered; (ii) if delivered by nationally recognized overnight courier delivery service, on the next business day following the day such material is sent, and (iii) if by certified mail, three (3) days after such material is deposited in the United States Mail.

6. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Utah.

7. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Subordination Agreement has been executed as of the date and year first set forth above.

LESSOR:

LIFELINE REAL ESTATE, LLC,
a Utah limited liability company

By: SLRPT
Name: Shane Petersen
Its: Sole Member

ACKNOWLEDGMENTS

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

On the 7 day of September, ²⁰¹⁶ 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Shane Petersen, the sole member of Lifeline Real Estate, LLC, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, who duly acknowledged before me that he signed the foregoing instrument for and on behalf of said company, having all requisite authority to so act, and acknowledged that he executed the same.

Lortrena Chavez
Notary Public

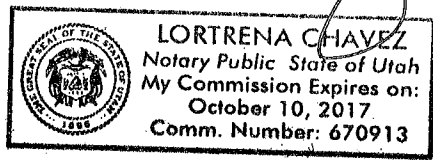


EXHIBIT A

(Legal Description of the Land)

The following real property is located in Davis County, Utah:

All of Lot 1, WASATCH FRONT INDUSTRIAL PARK PLAT A, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

Less and excepting therefrom the following:

A parcel of land in fee for a freeway known as Project No. 0067, being part of an entire tract of property, situate in Lot 1, Plat "A", Wasatch Front Industrial Park, according to the official plat located in the Southeast quarter, Southwest quarter of Section 3, Township 1 North, Range 1 West; Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest Corner of said Lot 1, and running thence South $89^{\circ}45'51''$ East 134.65 feet, more or less, along the Northerly line of said Lot 1 to a point 191.27 feet perpendicularly distant Easterly from the control line of said project; thence South $3^{\circ}14'14''$ East 436.55 feet, more or less, to the Southerly line of said Lot 1; thence North $89^{\circ}45'51''$ West 153.36 feet, more or less, along said Southerly line to the Southwest Corner of said Lot 1; thence North $0^{\circ}46'50''$ West 435.81 feet along the Westerly line of said Lot 1 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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