

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

AA Dental, LLC

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT is dated as of the 30th day of JUNE, 2015, by and among **UNITED FARM FAMILY MUTUAL INSURANCE COMPANY** ("Lender"), **LIDOCAINE PROPERTIES, LLC**, a Utah limited liability company ("Landlord"), and **AA DENTAL, LLC**, a Utah limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Tenant is the tenant under a certain lease, as amended from time to time (the "Lease"), covering the premises located at 597 South Pleasant Grove Blvd, Pleasant Grove, UT, as more particularly described on Exhibit "A" hereto, together with all improvements of any type now or hereafter located thereon (hereinafter collectively called the "Premises"); and

WHEREAS, Lender has made a loan to Landlord, which is secured by, among other things, a Mortgage and Security Agreement and an Assignment of Rents and Leases (together, the "Mortgage"), provided that Tenant shall subordinate the Tenant's interest in the Lease and in the Premises as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease, and all rights, options, liens or charges created thereby, is hereby made and shall be subject and subordinate to the lien of the Mortgage and the security interest created thereby insofar as it affects the Premises and to all renewals, modifications, consolidations, replacements and extension thereof. Notwithstanding the foregoing, Tenant agrees that Lender may at any time, at its election, execute and record in the Office of the County Recorder of Utah County, State of Utah, a notice of subordination reciting that the Lease shall be superior to the Mortgage. From and after the recordation of such notice of subordination, the Mortgage shall be subordinate to the Lease and the Lease shall not be extinguished by any foreclosure of the Mortgage or sale thereunder.

2. Tenant agrees that it will attorn to and recognize Lender upon breach or default by Landlord under the Mortgage, any purchaser at a foreclosure or other sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its landlord for the unexpired balance (and extensions, if exercised) of the term of the Lease, upon the same terms and conditions set forth in the Lease.

3. So long as Tenant is not in default, beyond any cure period provided for in the Lease, in the payment of rent or in the performance of any of the terms, conditions, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any renewals, modifications, or extensions thereof which may be effected in accordance with any option granted in the Lease, shall not be diminished or interfered with by Lender,

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and Tenant's occupancy of the Premises shall not be disturbed by Lender during the term of the Lease or any such renewals, modifications, or extensions thereof.

4. If it should become necessary to exercise remedies under the Mortgage or if Lender shall otherwise take control of the Premises or succeed to the interest of Landlord under the Lease, Lender shall not terminate the Lease nor join Tenant in summary proceedings so long as Tenant is not then currently in default, beyond any cure period provided for in the Lease, under any of the terms, covenants or conditions of the Lease.

5. Tenant shall have no right to appear in any foreclosure proceedings brought under the Mortgage.

6. If Lender shall become owner of the Premises by reason of foreclosure or otherwise, or Lender succeeds to the interests of Landlord under the Lease, then during the period of Lender's ownership of such interest, but not thereafter, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and during the period of Lender's ownership of Landlord's interests in the Lease, Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant would have had against the Landlord if Lender had not become such owner or had not succeeded to Landlord's interest therein; PROVIDED, HOWEVER, Lender shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) or prior to Lender obtaining possession of title to the Property;

(b) liable for the return of any security deposits (except such as have been delivered to it);

(c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) or which arise prior to the date Lender obtains possession or title to the Property, except as expressly set forth in the Lease;

(d) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(e) bound by any amendment, termination or modification of the Lease made without its consent; or

(f) bound by the consent of any prior landlord (including Landlord) to any assignment or sublease of Tenant's interest in the Lease made without also obtaining Lender's prior written consent; or

(g) personally liable for any default under the Lease or any covenant on its part to be performed thereunder as landlord, it being acknowledged that Tenant's sole remedy in the event of such default shall be to proceed against Lender's interest in the Premises (including without limitation, any income or sales proceeds received therefrom and insurance or condemnation proceeds received therefor).

7. Tenant hereby acknowledges that the entire interest of Landlord in and to the Lease, and all sums due thereunder, is being assigned to Lender pursuant to the terms of the assignment of rents and leases contained in the Mortgage. Tenant further acknowledges and agrees:

(a) that, except as expressly permitted in the Lease, the Lease cannot be terminated by Landlord (either directly or by the exercise of any option which could lead to termination), or consent be given to the release of any party having liability thereon by Landlord, without the prior written consent of Lender, and without such consent no rent may be collected or accepted by Landlord more than one (1) month in advance;

(b) whether or not Lender shall have taken possession of the Premises, upon receipt of written notice from Lender to Tenant that an Event of Default has occurred under the loan documents, Tenant shall pay all rent and other sums due under the Lease (including, without limitation, termination fees) to Lender at its address hereinafter set forth or to such other address as Lender shall specify by written notice to Tenant; and

(c) that any notices to be sent among the parties hereto shall be delivered in hand by recognized national overnight express courier service, or by registered or certified mail at the following respective addresses:

If to Lender:

United Farm Family Insurance Company
225 S. East Street
Indianapolis, Indiana 46202
Attn: Director, Investments

If to Landlord:

Lidocaine Properties, LLC
597 S. Pleasant Grove Blvd, Unit 6
Pleasant Grove, UT 84062

If to Tenant:

AA Dental, LLC
597 S. Pleasant Grove Blvd, Unit 12
Pleasant Grove, UT 84062

8. Notwithstanding anything in the Lease to the contrary, Tenant agrees that it shall notify Lender in writing of the occurrence of any default by Landlord under the Lease. Tenant further agrees that Lender shall have the same time period, if any, granted to Landlord under the Lease to cure such default, plus such additional reasonable period of time in which to foreclose the Mortgage if necessary to cure such default, prior to Tenant exercising any termination right or bringing an action for damages.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

10. By execution hereof, Landlord consents to the execution hereby by Tenant and agrees that such execution is not and shall not be or cause a default under the Lease.

This Agreement may be executed in multiple counterparts, all of which counterparts taken together shall constitute the complete Agreement.

[Signatures on following pages]

EXHIBIT "A"

Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2, DANA POINT SUBDIVISION – PLAT "A", according to the official plat thereof on file and of record in the Office of the Utah County Recorder.

TAX 10 37-279-0002