

PREPARED BY AND UPON  
 RECORDATION RETURN TO:  
 Minden APL MP, LLC  
 c/o MB Real Estate  
 181 West Madison Street  
 47th Floor  
 Chicago, Illinois 60602  
 Attention: Peter Westmeyer

1320-30-613-003

### SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "Agreement") is entered into as of [March 2, 2018] among Carson Tahoe Regional Healthcare, a Nevada non-profit corporation, having an address at 925 Ironwood Drive, Minden, NV ("Tenant"); Minden APL MP, LLC, a Delaware limited liability company, having an address at 181 W. Madison, Unit 4700, Chicago, IL 60602 (together with its successors and assigns, "Landlord"); and Phoenix Life Insurance Company, a New York life insurance company, having an address at c/o CorAmerica Capital, LLC, Attention: Commercial Mortgage Division, 13375 University Ave., Suite 200, Clive, Iowa 50325, ("Lender").

[NOTE: BY SIGNING AND DELIVERING ITS SIGNATURE AND NOTARY PAGES TO THE ATTACHED DOCUMENT, TENANT AND ANY GUARANTOR OF THE LEASE HEREBY CONSENT TO LENDER PERFORMING THE FOLLOWING ACTIONS IN ORDER TO CREATE AN EXECUTION VERSION OF THIS AGREEMENT: (I) INSERTING THE CLOSING DATE OF THE LOAN FOR THE ENTERED INTO DATE OF THIS AGREEMENT AND THE DATE OF THE LOAN AGREEMENT BELOW, (II) CREATING A CLEAN EXECUTION VERSION THAT INCORPORATES ANY HANDWRITTEN COMMENTS RECEIVED FROM TENANT (INCLUDING, ADDRESSES, DATES, AMOUNTS, ETC.) AND ACCEPTED BY LENDER, (III) ATTACHING THE FINAL LEGAL DESCRIPTION AGREED TO BY LANDLORD AND LENDER AS EXHIBIT A TO THIS AGREEMENT, (IV) PUT THE AGREEMENT IN RECORDABLE FORM, AND (V) DELETING THIS NOTE FROM THE EXECUTION VERSION OF THIS AGREEMENT AFTER THE PRECEDING CHANGES HAVE BEEN MADE.]

### RECITALS:

WHEREAS, Landlord is the owner of a fee simple interest in the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS, Landlord or its predecessor and Tenant have entered into a certain Lease dated November 10, 2006, as amended by that certain First Amendment to Lease dated October 20, 2016; Second Lease Amendment dated December 18, 2017 (collectively, and as amended or modified from time to time, including as may hereafter be modified, the "Lease"), leasing to Tenant a portion of the Property (the "Premises");

A. Lender is making a loan to Landlord (the "Loan") in an amount of \$7,700,000.00 dated as of [March 2, 2018] which is to be secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender for the benefit of Lender encumbering the Property (the "Mortgage") and an assignment of all leases of and rents from the Property.

B. As a condition to making the Loan, Lender requires that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Tenant Agreements. Tenant hereby agrees as follows:

- (a) No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Lender's prior written consent.
- (b) All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Lender. All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Lender and Landlord.
- (c) Tenant will deliver to Lender a copy of all material notices Tenant delivers to Landlord.
- (d) Tenant has received no notice and has no knowledge of any prior sale, transfer, assignment, hypothecation or pledge of the Lease or rents payable thereunder.

2. Subordination. The Lease and all terms thereof, including, without limitation, any options to purchase or rights to expand the improvements located on the Property, rights of first refusal, rights of first offer, and rights with respect to insurance proceeds and condemnation awards, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. Joinder. In the event Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

4. Attornment. Tenant agrees that it will attorn to and recognize any purchaser of the Property at a Mortgage foreclosure sale or any transferee who acquires the Property by deed in lieu of foreclosure or exercise of a power of sale or otherwise in respect of the Mortgage (in any such case, the "New Owner") and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease. If requested by New Owner, Tenant shall execute a new lease with New Owner, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

5. Non-Disturbance. Limitation of Liability. In the event that New Owner shall succeed to the interest of Landlord under the Lease and there exists no Breach by Tenant under the Lease, New Owner will not disturb or otherwise interfere with Tenant's possession of the Premises for the unexpired term of the Lease, provided that New Owner shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord under the Lease, except to the extent that the Lease requires New Owner to cure any defaults of any prior landlord (including Landlord) that are (i) existing as of the date New Owner obtains possession of the Premises and (ii) are susceptible to cure by the New Owner;
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord prior to the date upon which New Owner shall become the owner of the Property;

- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
- (d) bound by any amendment or modification of the Lease made without Lender's prior written consent, except for minor modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not affecting the economic terms or term of the Lease;
- (e) liable or bound by any right of first refusal or option to purchase all or a portion of the Property; or
- (f) liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent New Owner has actually received the security deposit; or
- (g) obligated to commence or complete any construction or restoration of the Property required on the part of Landlord except for tenant improvements required under the Lease in the amount of Nine Hundred Thousand Dollars (\$900,000), which sum Lender has escrowed for the purpose of reimbursing Tenant or Landlord, as applicable, for said tenant improvements.

Lender shall not, either by virtue of the Mortgage or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Property. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Property as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property. In the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

6. Rent Payment. Tenant agrees to pay all rents directly to Lender immediately upon notice that Lender's is exercising its rights to such rents under the Mortgage or any other loan documents following a default by Landlord or other applicable party. Tenant shall be under no obligation to ascertain whether a default by Landlord has occurred under the Mortgage or any other loan documents. Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Lender and agrees that such direct payment to Lender shall discharge all obligations of Tenant to make such payment to Landlord.

7. Cure by Lender of Landlord Defaults. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

9. Modification. This Agreement can be modified only in writing executed by all parties.

10. Notice. Any notice, request, demand or other communication required or permitted hereunder shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the following address:

TENANT:

Carson Tahoe Regional Healthcare, a Nevada non-profit corporation  
1600 Medical Parkway/P.O. Box 2168  
Carson City, NV 89702  
ATTN: Ed Epperson, President and Chief Executive Officer  
Telephone: (775) 445-8669  
Facsimile: (775) 888-3200

With copy to:  
Mike Pavlakis, Esq.  
Allison MacKenzie, et al.  
402 N. Division Street/P.O. Box 646  
Carson City, NV 89702  
Telephone: (775) 886-2229  
Facsimile: (775) 882-7918

And to:  
Bruce Robertson, CCIM  
Sperry Van Ness  
311 UP North Carson Street  
Carson City, NV 89701  
Telephone: (775) 883-3936, ext. 12  
Facsimile: (775) 884-7904

LENDER:

Phoenix Life Insurance Company, a New York life insurance company  
c/o CorAmerica Capital, LLC  
Attention: Commercial Mortgage Division  
13375 University Ave., Suite 200  
Clive, IA 50325  
Attention: Commercial Mortgage Division  
Reference: **[Carson Tahoe]**

LANDLORD:

Minden APL MP, LLC  
c/o MB Real Estate  
181 West Madison Street  
47th Floor  
Chicago, Illinois 60602  
Attention: Peter Westmeyer

or to such different address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein.

11. Miscellaneous.

- (a) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT - Page 4**

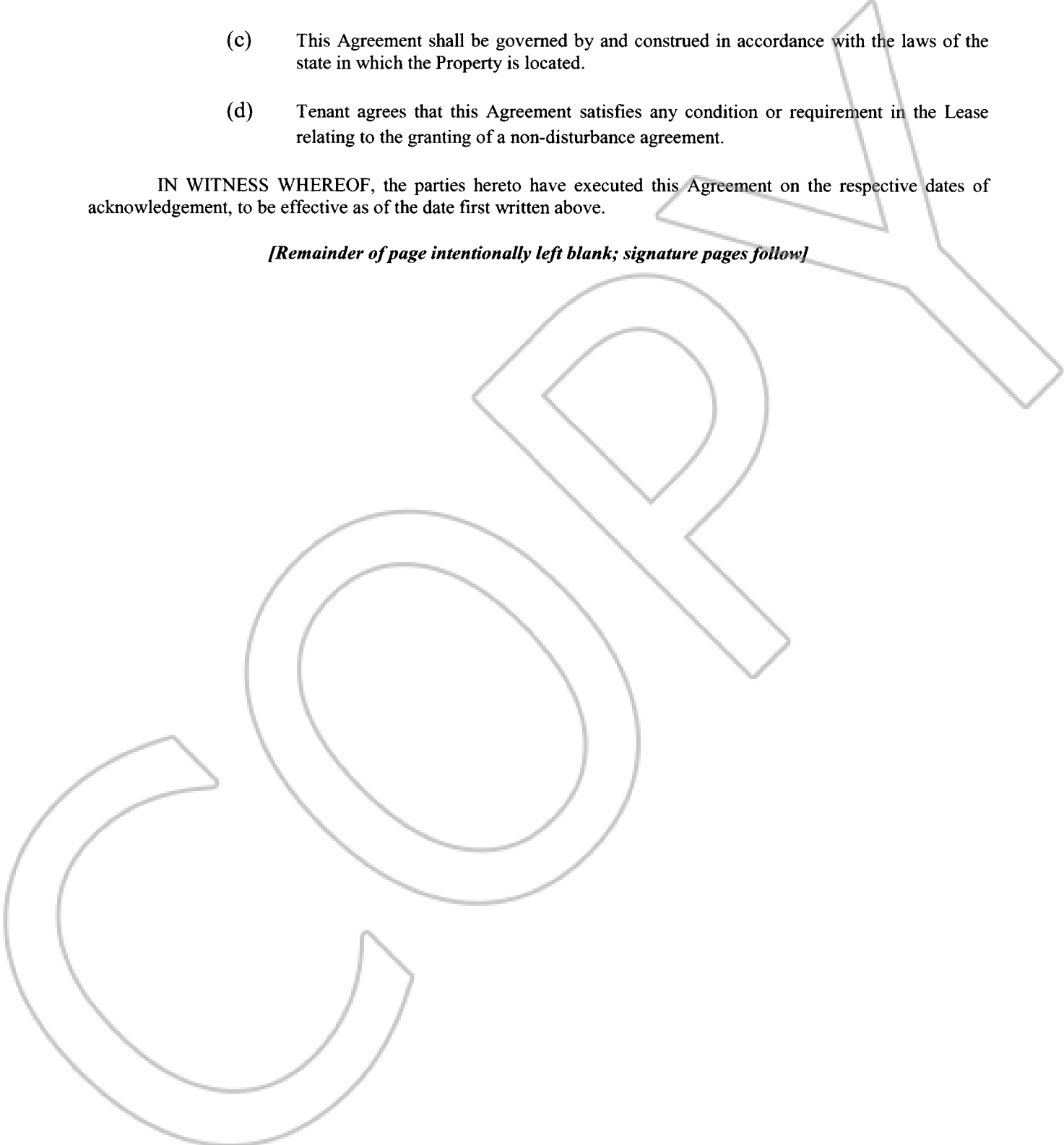
**CARSON TAHOE MINDEN MEDICAL CENTER**

55275742.2

- (b) This Agreement shall be deemed to amend any provisions of the Lease which are inconsistent with the terms hereof.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- (d) Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates of acknowledgement, to be effective as of the date first written above.

*[Remainder of page intentionally left blank; signature pages follow]*





SIGNATURE PAGE OF LANDLORD TO  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

LANDLORD:

Minden APL MP, LLC, a Delaware limited liability  
company

By: [Signature]  
Name: Krista Baulsik  
Title: Authorized Signatory

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF Cook )

This instrument was acknowledged before me on February 26, 2018 by  
Krista Baulsik as Authorized Signatory of Minden APL MP, LLC, a  
Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last  
above written.

[Signature]  
Notary Public in and for Said County and State  
Michelle Robertson  
(Type, print or stamp the Notary's name below  
his or her signature)

My Commission Expires:  
11/3/19



Michelle Robertson  
Illinois

SIGNATURE PAGE OF ADMINISTRATIVE AGENT TO  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

LENDER

Phoenix Life Insurance Company, a New York life insurance  
company

By: CorAmerica Capital, LLC, a Delaware limited  
liability company, its attorney-in-fact

By: *William Petak*  
William Petak/CEO

A Notary Public or other officer completing this certificate verifies only the  
identity of the individual who signed the document, to which this certificate is  
attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 02/22/18, before me, Catherine Nuslein,  
Notary Public, personally appeared William Petak, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Catherine Nuslein* (Seal)  
(Signature)



*Catherine Nuslein*  
*NO. 2097418*  
*Los Angeles County*  
*Exp 1-14-19*



EXHIBIT A TO SNDA

[LEGAL DESCRIPTION]

All that certain lot, piece, or parcel of land situated in Douglas County, State of Nevada, and more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B & M., more particularly described as follows:

A portion of Adjusted Parcel 3 as shown on that certain Final Map LDA 07-023 MINDEN MEDICAL MALL, a commercial subdivision, recorded in the office of the Douglas County Recorder, State of Nevada on April 22, 2009 in Book 0409, at Page 5589 as Document No. 741788, Official Records, described as follows:

Lot 3A, as shown on that certain Record of Survey for CTH MINDEN, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on the 5th day of February, 2018 as file No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3A monumented with a 5/8" brass tag stamped PLS 9392 nailed into asphalt;

THENCE along the north line of said Adjusted Parcel 3, S. 89°00'27" E., 36.18 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE continuing along the north line of said Adjusted Parcel 3, N. 69°22'43" E. 173.43 feet to the northeast corner of said Adjusted Parcel 3 and a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE southerly along the east line of said Adjusted Parcel 3 along a curve to the left from a radial that bears N. 20°37'18" W. having a radius of 715.76 feet, an arc length of 525.96 feet, a delta of 42°06'09" and a chord that bears S. 41°40'22" E., 514.21 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into concrete;

THENCE continuing along the east line of said Adjusted Parcel 3, S. 62°43'27" E., 70.28 feet to a 5/8" brass tag stamped PLS 14346 nailed into concrete;

THENCE continuing along the east line of said Adjusted Parcel 3, S. 62°43'27" E., 50.00 feet to the southeast corner of said Adjusted Parcel 3 monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE along the southeasterly line of said Adjusted Parcel 3, S. 27°16'33" W., 455.06 feet to the southerly corner of said Adjusted Parcel 3 Monumented with a 5/8" rebar with a 1" cap stamped PLS 11172:

THENCE along the southwesterly line of said Adjusted Parcel 3, N.  $62^{\circ}37'27''$  W., 30.00 feet to a  $5/8''$  rebar with a 1" cap stamped PLS 14346:

THENCE continuing along the southwesterly line of said Adjusted Parcel 3, N.  $62^{\circ}37'27''$  W., 492.54 feet to a corner monumented with a  $5/8''$  rebar with a 1.5" aluminum cap stamped PLS 9392:

THENCE N.  $44^{\circ}44'12''$  E., 231.18 feet to a corner monumented with a  $5/8''$  brass tag stamped PLS 9392, nailed into concrete;

THENCE N.  $01^{\circ}13'11''$  E., 199.27 feet to a corner monumented with a  $5/8''$  rebar with a 1.5" aluminum cap stamped PLS 9392:

THENCE N.  $88^{\circ}46'49''$  W., 145.07 feet to a corner monumented with a  $5/8''$  brass tag stamped PLS 9392, nailed into concrete;

THENCE N.  $01^{\circ}05'22''$  E., 176.44 feet to the POINT OF BEGINNING

Lot 3A contains 6.52 Acres more or less

Tax Parcel Identification No(s). 1320-30-613-001