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10/17/2013 12:07:00 PM \$17.00
Book - 10185 Pg - 8844-8847
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109

5-0982465
1402-478-004

**TENANT SUBORDINATION
AGREEMENT and SUBSTITUTION OF LANDLORD**

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed Navajo Express, Inc, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender") and NAVAJO EXPRESS, INC. ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded two (2) year lease agreement with WARRCO, LLC for the lease of commercial space (the "Lease Agreement").

B. The Lease Agreement relates to and encumbers a portion of that certain real property located at 5701 West 700 South Salt Lake City, UT 84104, Salt Lake County, State of Utah, together with certain improvements now or hereafter located thereon (the "Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. On the condition that all of Tenant's rights in the Property and the Lease Agreement (the "Tenant's Rights") be subordinated as provided below, Lender has agreed to make a loan under Section 504 of the Small Business Investment Act of 1958, as amended (the "Loan") to WARRCO, LLC ("Landlord"), to improve or purchase the Property.

D. In connection with the Loan, Landlord has or will be executing a Promissory Note, Deed of Trust, Loan Agreement, and certain other documents required by Lender to evidence and/or secure Landlord's obligations respecting the Loan (the "Loan Documents").

AGREEMENT

In consideration of Lender's making the Loan to Landlord, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

1. Subordination to Loan Documents. The Tenant's Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and to all sums advanced on the security of the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan. The Tenant's Rights are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed and delivered (and recorded, where applicable) prior to commencement of the Lease Agreement.


2. Substitution of Landlord. PETES DIESEL REPAIR, INC. is hereby substituted as Landlord in the place of WARRCO, LLC. The Lease Agreement shall be treated in all respects as a sublease between PETES DIESEL REPAIR, INC. and NAVAJO EXPRESS, INC. .
3. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create and shall not be deemed to create any personal liability on the part of Tenant for repayment of or otherwise in connection with the Loan.
4. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

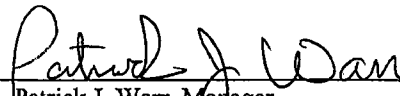
EXECUTED as of the day and year first above written.

MOUNTAIN WEST SMALL BUSINESS FINANCE

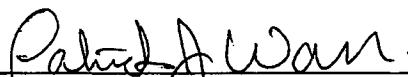
By: 
Keler B. Soffe, Vice President

NAVAJO EXPRESS, INC.

By:  Owner President
WARRCO, LLC

By: 
Patrick J. Warr, Manager

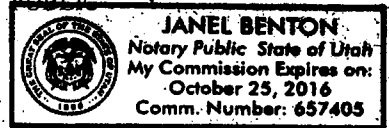
PETES DIESEL REPAIR, INC.

By: 
Patrick J. Warr, President

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

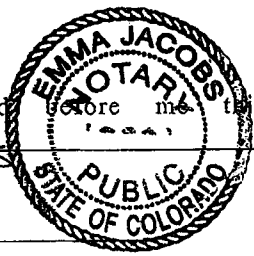
The foregoing instrument was acknowledged before me this October 1, 2013, by Keler B. Softe, Vice President, Mountain West Small Business Finance.

Janel Benton
NOTARY PUBLIC



^{Colorado}
STATE OF UTAH)
)
:SS.
COUNTY OF ~~Salt Lake~~ Adams)

The foregoing instrument was acknowledged ^{before me this}
9th Oct 2013, by Don Dighu
president (title), NAVAJO EXPRESS, INC.

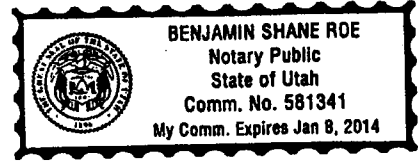


Emma Jacobs
NOTARY PUBLIC
My Commission Expires
06/12/2014

STATE OF Utah)
)
:SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this October 1, 2013 by ^{Patrick S. Larr}
~~epc title~~, WARRCO, LLC.
manager

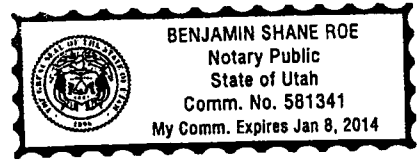
BQR
Notary Public



STATE OF Utah)
)
:SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this October 1, 2013 by ^{Patrick S. Larr}
~~sbe title~~, PETES DIESEL REPAIR, INC.
president

BQR
Notary Public



SCHEDULE A

Order Number: 5-082485

LEGAL DESCRIPTION

Parcel 1:

A tract of land which is a part and portion of Lot 22, all of Lot 23, Westport Industrial Park Plat 6 as recorded in the Office of the Salt Lake County Recorder and of that certain property described in Book 9849 at Page 3597 and located in the Southeast Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point 297.12 feet North 89°54'09" West along the Section line from the Southeast corner of said Section 2 and running thence North 89°54'09" West 777.27 feet along said Section line to a point on the southerly boundary line of 700 South Street and on a 1042.00 foot radius curve to the left; thence Northeasterly 373.67 feet along said Street and the arc of said curve through a central angle of 20°32'49" (chord bears North 63°30'04" East 371.67 feet) to a point of reverse curvature with a 958.00 foot radius curve to the right; thence Northeasterly 344.33 feet along said Street and the arc of said curve through a central angle of 20°35'38" (chord bears North 63°31'29" East 342.48 feet); thence North 82°06'27" East 138.06 feet along said Street; thence South 00°13'25" East 338.80 feet to the Section line and the POINT OF BEGINNING.

Parcel 1A:

Together with an easement estate created in that certain Cross Access, Cross Drainage and Maintenance Reservation, Dedication and Easement recorded June 21, 2012, as Entry No. 11414483, in Book 10028 at Page 1944 being described as follows:

Description of a 15-foot wide Cross Access, Cross Drainage and Maintenance Easement, being more particularly described as follows:

Beginning at a point which is North 89°54'09" West 282.12 feet from the Southeast Corner of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°54'09" West 15.00 feet to the Southwest Corner of the adjusted Lot 22 (Parcel Number 14-02-478-002), recorded as Entry Number 1355311, in Book 10001, at Page 5254-5255, on file with the Salt Lake County Recorder's Office; thence North 00°13'25" West along the Westerly line of said adjusted Lot 22 338.80 feet to the Southerly line of 700 South Street and point of a 948.00 foot radius curve to the right; thence Easterly along said curve a distance of 15.12 feet through a central angle of 0°54'50" (chord bears North 82°33'51" East 15.12 feet) to a point 15.00 feet perpendicularly distant from the Westerly line of said adjusted Lot 22; thence South 00°13'25" East 340.78 feet to the point of beginning

Parcel No.: 14-02-478-004