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9/16/2010 2:48:00 PM \$22.00  
Book - 9859 Pg - 3637-3643  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 7 P.

NCS 450222 AH

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.  
Doc Retention - GCF  
CT2-515-BB-03  
70 Batterson Park Road  
Farmington, CT 06032

Attn.: Loan Administration  
Loan No.:358150

Parcel Tax Serial No. 14-12-102-017-0000

Space above for Recorder's Use

**SUBORDINATION AGREEMENT - LEASE**

This Agreement is made as of September 14, 2010, by and among Biotron Laboratories Inc ("Lessee") and Fouad Enterprises LLC ("Lessor") in favor of Bank of America, N.A. ("Bank").

**Factual Background**

A. Lessor and Lessee have entered into a lease agreement dated as of September 1, 2010 ("Lease"), covering certain premises located at 722 South 5300 West, Salk Lake City, Utah, 84104 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust"), dated as of September 14, 2010, which Deed of Trust will be recorded concurrently herewith in the Official Records of Salt Lake City County, Utah, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Deed of Trust shall at all times be senior and prior to the interest of Lessee under the Lease.

**Agreement**

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Deed of Trust, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

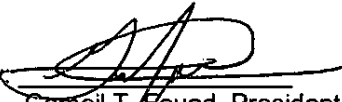
3. Lessee consents to and approves of all provisions of the Secured Obligations and the Deed of Trust, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the day and year first above written.

LESSEE:

Biotron Laboratories Inc

By:   
Gameil T. Fouad, President

By:   
Karen Sue Fouad, Vice President

By:   
Rheda Fouad, Treasurer

By:   
Karima K. Fouad, Secretary

LESSOR:

Fouad Enterprises LLC

By:   
Karen Sue Fouad, Manager

[All signatures must be acknowledged]

**ACKNOWLEDGMENT**

Lessee:

State of Utah )  
County of Davis ) :ss

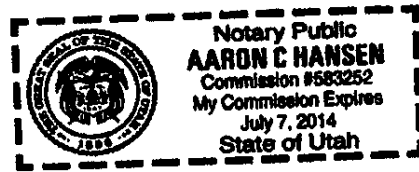
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept, 2010, by Gameil T. Fouad, the president of Biotron Laboratories Inc

(Seal)

Aaron Hansen  
(Signature of person taking acknowledgment)  
(Title) Escrow officer

My Commission expires:  
7/7/14

Residing at:  
SUC, UT



State of Utah )  
County of Davis ) :ss

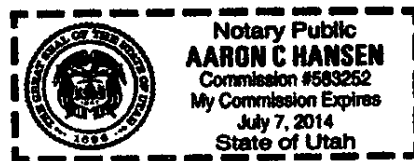
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept., 2010, by Karen Sue Fouad, the vice president of Biotron Laboratories Inc

(Seal)

Aaron Hansen  
(Signature of person taking acknowledgment)  
(Title) Escrow officer

My Commission expires:  
7/7/14

Residing at:  
SUC, UT



State of Utah )  
 )  
 ) :ss  
County of Davis )

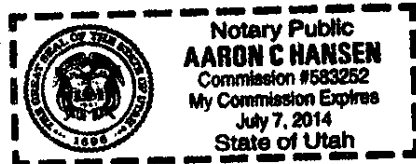
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
Sept., 20 10, by Rheda Fouad the  
Treasurer of Biotron Laboratories Inc.

[Signature]  
(Signature of person taking acknowledgment)  
(Title) escrow officer

(Seal)

My Commission expires:  
7/7/14

Residing at:  
SLC, UT



State of Utah )  
 )  
 ) :ss  
County of Davis )

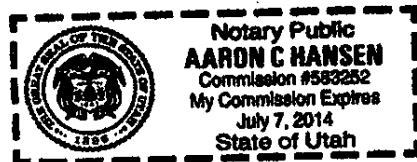
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
Sept., 20 10, by Karima K. Fouad the  
Secretary of Biotron Laboratories Inc.

[Signature]  
(Signature of person taking acknowledgment)  
(Title) escrow officer

(Seal)

My Commission expires:  
7/7/14

Residing at:  
SLC, UT



ACKNOWLEDGMENT

Lessor:

State of Utah )  
 )  
 ) :ss  
County of Davis )

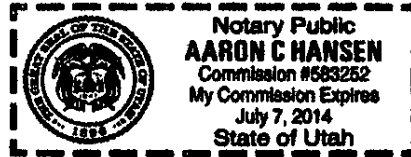
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept, 2010, by Karen Sue Fouad, the manager of Fouad Enterprises LLC.

Aaron Hansen  
(Signature of person taking acknowledgment)  
(Title) escrow officer

(Seal)

My Commission expires:  
7/7/14

Residing at:  
Salt Lake City, UT



**EXHIBIT A**

See attached description consisting of 1 page(s) and attach prior to recordation.

Parcel Tax Serial No: 14-12-102-017-0000

**EXHIBIT 'A'**

File No.: **NCS-450222-SLC1 (ach)**

**09/07/2010**

Property: **722 South 5300 West, Salt Lake City, UT 84104**

**LOT 1, CAL-UTE INDUSTRIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE  
AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.  
A.P.N. 14-12-102-017-0000**