

Parcel: 16-28-304.020

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

BTC: 5-103041

12997677
5/29/2019 3:39:00 PM \$40.00
Book - 10785 Pg - 8350-8355
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (hereinafter referred to as the "Agreement") is made and executed as of May 15, 2019 by and between UTAH SMALL BUSINESS LOAN FUND and Mountain West Small Business Finance for the benefit of its assignee, the SMALL BUSINESS ADMINISTRATION, an Agency of the Government of the United States of America (collectively hereinafter referred to as the "SBA").

RECITALS

A. There heretofore has been executed, delivered and recorded, for the benefit of UTAH SMALL BUSINESS LOAN FUND, the following:

A Deed of Trust:
Stated Amount: \$106,000.00
Trustor(s): EBS INVESTMENT CO., L.L.C.
Trustee: Robert Lund Esq.
Beneficiary: UTAH SMALL BUSINESS LOAN FUND
Dated: April 30, 2019
Recorded: May 2, 2019
Entry No.: 12980120
Book/Page: 10776/5009

B. The Document referred to in Paragraph A above is hereinafter referred to as the "UTAH SMALL BUSINESS LOAN FUND Document."

C. The UTAH SMALL BUSINESS LOAN FUND Document affects that certain real property located in Salt Lake County, State of Utah, together with certain improvements now or hereafter located thereon, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. EBS INVESTMENT CO., L.L.C. is currently vested with fee title to the Property.

E. Conditional upon the execution of this Agreement, the SBA has agreed to make, or has made, a loan (hereinafter referred to as the "Loan") to EBS INVESTMENT CO., L.L.C. in the aggregate principal sum not to exceed \$575,000.00 to provide, in part, for the purchase of and/or

construction of a building and improvements upon the Property. In connection with the Loan, the following described instruments have been, are being, or will be executed as evidence of the transaction or as security for the obligation of EBS INVESTMENT CO., L.L.C. related thereto:

(i) One (1) Promissory Note (hereinafter referred to as the "SBA Note") in the aggregate principal amount of \$575,000.00, payable as provided therein to the order of Mountain West Small Business Finance.

(ii) One (1) Trust Deed, Fixture Filing and Assignment of Rents dated April 30, 2019 executed by EBS INVESTMENT CO., L.L.C., as Trustor, to the SBA, as Trustee, in favor of Mountain West Small Business Finance, as Beneficiary, which shall, by separate instrument, be assigned to the SBA, covering the Property, and securing, among other things, the SBA Note.

F. All of the Documents and foregoing instruments referred to in Paragraph E above, together with such other instruments as have been, are being, or will be executed and delivered by EBS INVESTMENT CO., L.L.C. or by any guarantor or accommodation party, to or for the benefit of the SBA, in connection with the execution and delivery of the foregoing instruments are hereinafter collectively referred to as the "SBA Loan Documents."

G. The parties hereto desire that the SBA Loan fund and as a condition thereto, SBA requires this Subordination Agreement be signed and recorded.

NOW THEREFORE, for the reasons recited above, based upon the mutual promises set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, UTAH SMALL BUSINESS LOAN FUND and the SBA do hereby mutually covenant, consent, and agree as follows:

1. Incorporation by Reference. The Recitals, above, are incorporated herein by this reference.

2. Subordination of the UTAH SMALL BUSINESS LOAN FUND Document. The UTAH SMALL BUSINESS LOAN FUND Document together with any and all right, interest, estate, title, lien or charge against or respecting the Property (or any portion thereof) arising by virtue of the UTAH SMALL BUSINESS LOAN FUND Document shall be and the same are hereby made subject, subordinate, inferior, and junior to all rights, powers, title and authority of the SBA arising out of the SBA Loan Documents and each of them, including all ordinary costs incurred as fees, expenses, or charges in connection with the SBA Loan Documents or the SBA Loan advanced for unpaid property taxes or insurance required to be paid by the Trustor or collection costs involved in enforcing the terms of the SBA Loan Documents, the same and as fully as if the SBA Loan Documents had been executed and delivered and recorded or filed prior to the execution, delivery or filing of the UTAH SMALL BUSINESS LOAN FUND Document.

3. No Personal Liability. Notwithstanding any of the other provisions hereof, this Agreement is not intended to create, shall not be deemed to create, and does not create any personal liability on the part of UTAH SMALL BUSINESS LOAN FUND for repayment of the SBA Loan or on the part of SBA for repayment of the UTAH SMALL BUSINESS LOAN FUND Loan.

4. Obligation Current. The obligation secured by the UTAH SMALL BUSINESS LOAN FUND Document is paid current and UTAH SMALL BUSINESS LOAN FUND hereby certifies and promises that it is not aware of any adverse change to the credit worthiness of EBS INVESTMENT CO., L.L.C.

5. Prepayment. Notwithstanding any provisions to the contrary in any instrument or document which memorializes or establishes the obligation secured by the UTAH SMALL BUSINESS LOAN FUND Document, UTAH SMALL BUSINESS LOAN FUND shall not require nor shall it accept payment or prepayment faster than the term of the SBA Note without SBA's prior written consent. To the extent Lender's note contains terms contrary to this requirement, said terms are hereby modified and amended to conform to this requirement. In the event UTAH SMALL BUSINESS LOAN FUND breaches this covenant, it agrees, upon request of SBA, to pay to SBA such amounts received in advance of a 20 year amortization.

6. SBA Requirements. The Loan was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

7. Authority. The persons executing this Agreement hereby warrant and represent that they have full power and authority to enter into this Agreement and to execute this Document.


8. Successors and Benefits. This Agreement is and shall be binding upon and shall inure to the benefit of UTAH SMALL BUSINESS LOAN FUND , SBA and their respective successors and assigns.

9. Integration Clause. This writing sets forth the entire understanding of the parties and oral representations may not alter or vary the terms of this agreement.


10. Attorney's Fees. In the event this Agreement is breached, costs and attorneys fees shall be awarded the prevailing party to any litigation or action to enforce the terms of this Agreement.

EXECUTED as the day and year first above written.

UTAH SMALL BUSINESS LOAN FUND

By: 
Title: TRUSTEE Steve Guité

MOUNTAIN WEST SMALL BUSINESS FINANCE

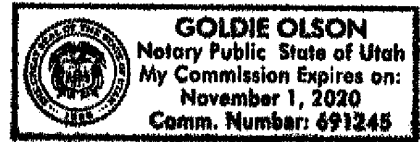
By: 
Spencer Davis, Vice President

Subordination Agreement Notary Page

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

The foregoing instrument was acknowledged before me this April 30, 2019 by Spencer Davis, Vice President, Mountain West Small Business Finance.

Goldie Olson
_____, Notary Public



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

The foregoing instrument was acknowledged before me this May 15, 2019
by Steve Suite (name), Trustee (title),
UTAH SMALL BUSINESS LOAN FUND.

Goldie Olson
_____, Notary Public

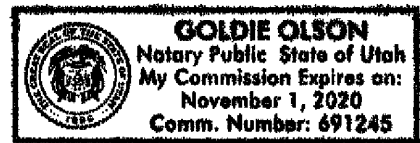


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

All of Parcel A, Shupe Subdivision, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P at Page 312.

PARCEL 1A

Together with and subject to the reciprocal easements and benefits as disclosed by that certain Reciprocal Easement Agreement recorded December 19, 2008 as Entry No. 10582915 in Book 9666 at Page 7145 and that certain affidavit recorded March 26, 2009, as Entry No. 10657377 in Book 9702 at Page 1412 in the office of the Salt Lake County Recorder, which reciprocal easement is described as follows:

Beginning at a point South 1109.97 feet and East 324.60 feet from the West corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°20'00" East 35.75 feet; thence South 00°17'49" West 4.67 feet; thence Southeasterly 3.70 feet along the arc of a 2.57 foot radius curve to the left, chord bears South 41°55'38" East 3.39 feet; thence North 89°28'14" East 30.19 feet; thence South 00°40'25" East 15.09 feet; thence South 89°28'14" West 11.61 feet; thence South 00°51'46" East 31.46 feet; thence North 89°23'47" East 31.74 feet; thence South 46°09'19" East 1.04 feet; thence North 43°11'12" East 8.37 feet; thence North 88°20'54" East 0.74 feet; thence South 47°24'56" East 8.76 feet; thence North 42°59'21" East 8.96 feet; thence South 00°40'25" East 3.74 feet; thence North 89°19'35" East 12.59 feet; thence North 00°40'25" West 3.74 feet; thence South 48°15'51" East 9.47 feet; thence North 43°53'30" East 8.22 feet; thence North 89°10'56" East 0.71 feet; thence South 46°46'56" East 8.55 feet; thence North 44°03'13" East 8.44 feet; North 89°08'26" East 5.99 feet; thence South 42°57'38" East 22.66 feet; thence Easterly 10.76 feet along the arc of a 9.5 foot radius curve to the left, chord bears South 75°24'13" East 10.19 feet; thence North 72°09'13" East 1.62 feet; thence South 15°15'50" East 60.66 feet; thence South 75°42'04" West 3.790 feet; thence Southwesterly 4.64 feet along the arc of a 3.50 foot radius curve to the left, chord bears South 37°41'02" West 4.31 feet; thence South 00°20'01" East 13.96 feet; thence North 89°45'40" West 190.97 feet; thence North 00°02'24" East 39.35 feet; thence Northwesterly 12.58 feet along the arc of a 7.34 foot radius curve to the left, chord bears North 49°07'41" West 11.09 feet; thence North 00°00'08" West 10.02 feet; thence North 89°36'35" West 9.67 feet; thence North 00°18'15" West 76.27 feet; thence North 01°23'30" East 3.03 feet; thence North 88°40'39" East 17.99 feet; thence Northeasterly 0.61 feet along the arc of a 0.50 foot radius curve to the left, chord bears North 53°48'47" East 0.57 feet; thence North 18°56'56" East 4.90 feet to the point of beginning.

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