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8/21/2015 2:45:00 PM \$22.00
Book - 10354 Pg - 7915-7921
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:
Zions First National Bank
2460 South 3270 West
West Valley City, Utah 84119
ATTN: LOAN SERVICING GROUP UT-RDWG-0187

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made and executed as of the 13th day of August, 2015 by and between **ZIONS FIRST NATIONAL BANK**, a national banking association, together with its successors and assigns ("Holder") GSH Geotechnical, Inc. ("Tenant"), and GSH Holdings Inc ("Landlord").

RECITALS

A. Tenant has executed and entered into a Lease Agreement dated August 3, 2015, (together with any and all amendments, modifications and extensions, the "Lease"), whereby Tenant has agreed to lease from Landlord, the real property described in the Lease as the leased or demised premises, which leased or demised premises are located in Salt Lake County, State of UTAH, together with the improvements now or hereafter located thereon, and are more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. On the condition that the Lease and all of Tenant's rights in the Property (the "Lease Rights") be subordinated as provided below, Holder has agreed to make a loan(s) (the "Loan") to Landlord, in the principal amount of \$423,000.00 to provide loan financing for Landlord and Tenant. In connection with the Loan, Landlord has or will be executing a Promissory Note, (the "Note"), an Assignment of Rents (the "Assignment of Rents"), Loan Agreement (the "Loan Agreement"), and other documents required by Holder to evidence and/or secure Landlord and Tenant's obligations under the Loan (collectively the "Loan Documents").

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Holder, Landlord, and Tenant agree as follows:

1. Subordination to Loan Documents. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and the liens created by the Loan Documents, and to all sums advanced on the security for the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan, and including all renewals, modifications, consolidations, replacements, and extensions of the Loan and any of the Loan Documents, and any future lien or liens affecting the Property held by or made for the benefit of Holder. The Lease and Lease Rights are hereby subordinated to the Loan Documents and the liens created by the Loan Documents, the same and as fully as if the Loan Documents had been executed and delivered, and recorded, where applicable, prior to execution, delivery, and recording of the Lease. If there is any inconsistency between the provisions of the Loan Documents and the provisions of the Lease, the provisions of the Loan Documents shall prevail and govern the Lease.

Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Holder, and its successors and assigns, without the prior written consent of Holder.

2. Acknowledgement of Assignment of Rents. Tenant agrees and acknowledges that it has notice, and notwithstanding anything to the contrary in the Lease hereby consents, that the Lease, the Lease Rights, the rents, and all other sums due under the Lease have been assigned or are to be assigned to Holder. Specifically, but without limitation, Tenant consents to the **Assignment of Rents** executed by Landlord in favor of Holder. In the event that Holder notifies Tenant of a default under any of the Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease to Holder, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Holder or as otherwise required pursuant to such notice.

3. Refinancing of Loan. Upon any refinancing of the Loan, Tenant agrees to subordinate the Lease and the Lease Rights to the lien of any new deed of trust, mortgage, security agreement, collateral assignment or collateral document incurred in order to repay all or any portion of the Loan, in whole or part.

4. Release or Compromise by Holder. Holder may, in its sole discretion, without affecting the subordination of the Lease or the Lease Rights, and without notice to, or the consent of, the Tenant:

- (a) Release, waive, discharge, subordinate, or compromise any obligation pursuant to the Loan Documents;
- (b) Release, waive, discharge, subordinate, or compromise any of the Holder's liens or security interests in, or surrender, or release, or permit any substitution or

exchange of, all or any part of any collateral securing repayment of the Loan Documents;

- (c) Retain or obtain a lien or security interest in any property to further secure payment or performance of any obligation under the Loan Documents;
- (d) Retain or obtain the obligation of any other obligor with respect to the Loan or any part thereof; or
- (e) Sell, exchange, realize upon, or otherwise deal with, in any manner and in any order, any collateral for the Loan or any part thereof.

5. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Holder: ZIONS FIRST NATIONAL BANK
12271 South 900 East
Draper, UT 84020

Tenant: GSH Geotechnical, Inc.
473 West 4800 South
Murray, Utah 84123

Landlord: GSH Holdings Inc
473 West 4800 South
Murray, Utah 84123

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

6. Attorneys' Fees. Upon the occurrence of a default under this Agreement, Holder may employ an attorney or attorneys to protect Holder's rights under this Agreement, and Tenant shall pay Holder reasonable attorneys' fees and costs actually incurred by Holder, whether or not action is actually commenced against Tenant by reason of such breach. Tenant shall also pay to Holder any attorneys fees and costs incurred by Holder with respect to any insolvency or bankruptcy proceeding or other action involving Tenant or any guarantor as a debtor.

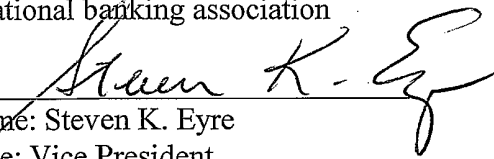
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. Successors and Assigns. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Holder and their respective successors and assigns.

EXECUTED as of the day and year first above written.

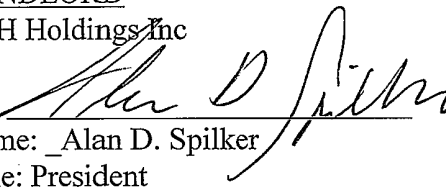
HOLDER

ZIONS FIRST NATIONAL BANK,
a national banking association

By: 
Name: Steven K. Eyre
Title: Vice President

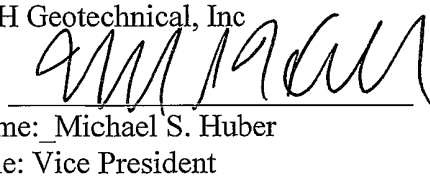
LANDLORD

GSH Holdings Inc

By: 
Name: Alan D. Spilker
Title: President

TENANT

GSH Geotechnical, Inc

By: 
Name: Michael S. Huber
Title: Vice President

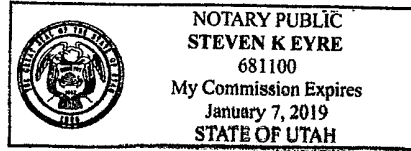
CORPORATE ACKNOWLEDGMENT

State of UTAH)
 SS
County of SALT LAKE)

Subscribed in my presence and sworn to before me, the undersigned Notary Public, on this 13th day of August, 2015, by Alan D. Spilker, who being duly sworn, did say that he is the President of GSH Holdings Inc and that the foregoing document was signed by Alan D. Spilker in behalf of said corporation by authority of a resolution of its Board of Directors, and Alan D. Spilker acknowledged to me that said corporation executed the same.



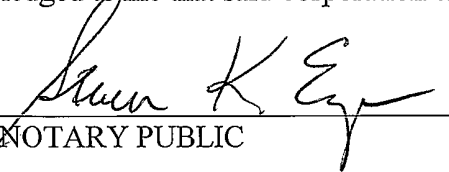
NOTARY PUBLIC



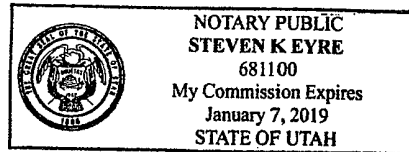
CORPORATE ACKNOWLEDGMENT

State of UTAH)
 SS
County of Salt Lake)

Subscribed in my presence and sworn to before me, the undersigned Notary Public, on this 13th day of August, 2015, by Michael S. Huber, who being duly sworn, did say that he is the Vice President of GSH Geotechnical, Inc. and that the foregoing document was signed by Michael S. Huber in behalf of said corporation by authority of a resolution of its Board of Directors, and Michael S. Huber acknowledged to me that said corporation executed the same.



NOTARY PUBLIC



ZIONS FIRST NATIONAL BANK CORPORATE ACKNOWLEDGMENT

State of UTAH)
 SS
County of SALT LAKE)

On the 13th day of August, 2015, personally appeared before me Steven K. Eyre, who being duly sworn, did say that he is an Officer of ZIONS FIRST NATIONAL BANK, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Steven K. Eyre acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

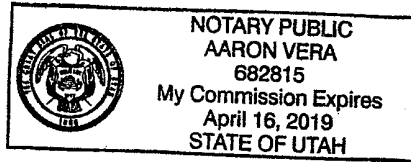


EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 3, KMS P.U.D., according to the official plat thereof, filed in Book "2003P" of Plats, at Page 60 of the Official Records of the Salt Lake County Recorder.

For Reference Purposes only: Tax Parcel No. 21-01-453-062