

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

10214752
 9/6/2007 2:18:00 PM \$14.00
 Book - 9512 Pg - 4982-4984
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BACKMAN TITLE SERVICES
 BY: eCASH, DEPUTY - EF 3 P.

Real Estate Lease Subordination Agreement

This Subordination Agreement is entered into by JUDD CONSTRUCTION, INC. ("Lessee") for the benefit of Mountain West Small Business Finance ("MWSBF") and its successor in interest, the Small Business Administration ("SBA").

RECITALS

A. Lessee has heretofore leased from IMAGINE PROPERTIES II, LLC ("Lessor") by lease dated August 30, 2007 for a term of twenty years (the "Lease") certain real and personal property (the "Leased Premises") known as 76 West 13775 South, Suite 5, Draper, UT 84020, located in the County of Salt Lake, State of Utah and described as follows:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan No. 27823460-09, to Lessor in the amount of \$129,000.00, due and payable on or before a time to be determined by the U.S. Secretary of the Treasury (the "Loan").

C. The Loan is for the benefit of both Lessee and Lessor, in that the funds are to be used for the benefit of the business conducted on the Leased Premises purchased and/or renovated by Loan proceeds.

D. A condition of the Loan is that the Lease be subordinated to the lien of a trust deed executed by Lessor and recorded as a lien superior to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of disbursement of the Loan or any part thereof, and for other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, Lessee covenants and agrees as follows:

1. No Default. Lessee is not now in default in the performance of the Lease; and Lessee will perform the covenants and conditions required of is by the Lease for the term of the Loan and any extensions or renewals of it.

2. Subordination of Lease. All rights under the Lease together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, shall be and the same are hereby made subject, subordinate, inferior, and junior to the lien and title of MWSBF and the SBA represented by the SBA Note in the amount of \$129,000.00 and security instruments related to the Loan, including without limitation the Promissory Note, Deed of Trust, Security Agreement and UCC Financing Statements (filed with the Uniform Commercial Code Division for the State of Utah and as fixture filings in Salt Lake County, Utah) (the "Loan Documents") and to all rights, powers, title, and authority of MWSBF and the SBA under or in any way related to or arising out of the Loan Documents and to all sums heretofore or hereafter advanced on the security of the Loan Documents or any of them, including all sums advanced or costs incurred as fees, expenses, disbursements, or charges in connection with the Loan Documents or the Loan. The Lease Rights,

SCHEDULE A

Order Number: 5-031835

LEGAL DESCRIPTION

Unit 5, Building 76 W, contained within the BANGERTER 15 CONDOMINIUMS, a Condominium Project as the same is identified in the Record of Survey Map recorded on April 05, 2007 in Salt Lake County, as Entry no. 10057350 in Book 2007P at Page 156 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration on April 05, 2007 in Salt Lake County, as Entry No. 10057351 in Book 9446 at Page 90 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's Common Areas as established in said Declaration and allowing for periodic alteration both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Parcel No.: 33-01-277-005