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 10/8/2009 2:56:00 PM \$18.00
 Book - 9769 Pg - 5368-5371
 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

TENANT SUBORDINATION AGREEMENT and SUBSTITUTION OF LANDLORD

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement") is made and executed 9/25/09, by and between Mountain West Small Business Finance of 2595 East 3300 South, Salt Lake City, Utah 84109, ("Lender") and FAST TRACK THERAPY AND SPORTS MEDICINE, PLLC ("Tenant").

RECITALS

A. Tenant has heretofore entered into a written, unrecorded 3 year lease agreement with MK LAYTON, L.C. 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 6717 South 900 East Midvale, UT 84047, 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 MK LAYTON, L.C. ("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

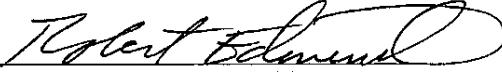
In consideration of Lender's making the Loan to Landlord, the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Lender and Tenant, the parties hereto do hereby agree as follows:

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. CHIROPRACTIC PLACE, L.C. is hereby substituted as Landlord in the place of MK LAYTON, L.C.. The Lease Agreement shall be treated in all respects as a sublease between CHIROPRACTIC PLACE, L.C. and FAST TRACK THERAPY AND SPORTS MEDICINE, PLLC .

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.

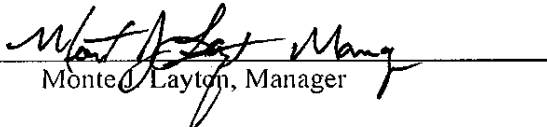
MOUNTAIN WEST SMALL BUSINESS FINANCE

By: 
Robert Edminster, Vice President

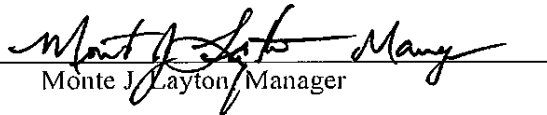
FAST TRACK THERAPY AND SPORTS MEDICINE, PLLC

By: 

MK LAYTON, L.C.

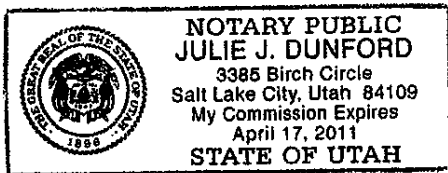
By: 
Monte Layton, Manager

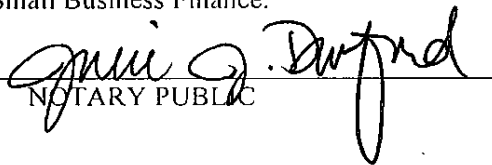
CHIROPRACTIC PLACE, L.C.

By: 
Monte J. Layton, Manager

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

The foregoing instrument was acknowledged before me this September 25, 2009, by Robert Edminster, Vice President, Mountain West Small Business Finance.




NOTARY PUBLIC

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

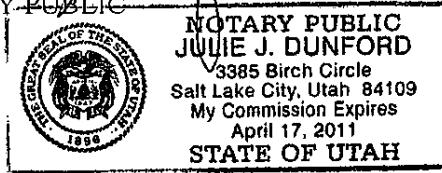


NOTARY PUBLIC
JULIE J. DUNFORD
3385 Birch Circle
Salt Lake City, Utah 84109
My Commission Expires
April 17, 2011
STATE OF UTAH

The foregoing instrument was acknowledged before me this
Sept. 25th, 2009, by Kevin Selman (name),
Manager (title), FAST TRACK THERAPY AND SPORTS MEDICINE, PLLC .

Julie J. Dunford
NOTARY PUBLIC

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

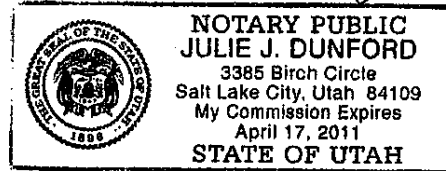


NOTARY PUBLIC
JULIE J. DUNFORD
3385 Birch Circle
Salt Lake City, Utah 84109
My Commission Expires
April 17, 2011
STATE OF UTAH

The foregoing instrument was acknowledged before me this September 25, 2009 by Monte J. Layton, Manager, MK LAYTON, L.C.

Julie J. Dunford
Notary Public

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



NOTARY PUBLIC
JULIE J. DUNFORD
3385 Birch Circle
Salt Lake City, Utah 84109
My Commission Expires
April 17, 2011
STATE OF UTAH

The foregoing instrument was acknowledged before me this September 25, 2009 by Monte J. Layton, Manager, CHIROPRACTIC PLACE, L.C.

Julie J. Dunford
Notary Public

SCHEDULE A

Order Number: 5-055249

LEGAL DESCRIPTION

Parcel 1:

Beginning 636.6 feet West and 768.62 feet South from the center of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence North $78^{\circ}41'24''$ West 118.23 feet, more or less; thence South $48^{\circ}24'42''$ West 86.29 feet; thence South 100 feet; thence East 99 feet, more or less; thence North 131.5 feet; thence East 85 feet to the point of beginning.

Parcel 2:

Beginning in the center of a 33 foot right of way, 6740 South, South $0^{\circ}01'30''$ East 977.97 feet and 212.0 feet, East from a Salt Lake County Monument at the intersection of 900 East and 6600 South Streets, said point also being 897.6 feet South and 1921.23 feet East of the West one quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 131.5 feet; thence East 85.0 feet; thence South 131.5 feet, to the center of the aforesaid 33 foot right of way; thence West 85.0 feet to the point of beginning.

Subject to the right of way described below

Beginning in the center of a 33 foot right of way at a point South $0^{\circ}02'$ East 978.00 feet and 61.0 feet East of the Salt Lake County Survey Monument at the intersection of 6600 South and 900 East Streets; and point also being 897.54 feet South and 1770.37 feet East of West one quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $7^{\circ}00'$ East 16.62 feet; thence East 717.25 feet; thence North 156.70 feet; thence East 645.12 feet; thence South 24.75 feet; thence West 612.12 feet; thence South 164.94 feet; thence West 754.31 feet; thence North $7^{\circ}00'$ East 16.62 feet to the point of beginning.

Parcel 3:

Beginning 820.6 feet West and 907.5 feet South from the center of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence West 35 feet; thence North 201.16 feet; thence South $66^{\circ}12'23''$ East 108.73 feet; thence South $48^{\circ}24'42''$ West 86.29 feet; thence South 100 feet, more or less, to the point of beginning.

Parcel No.: 22-20-327-001, 22-20-327-002, 22-20-327-015