


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



ENT 19089:2011 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2011 Mar 08 2:31 pm FEE 16.00 BY SS  
RECORDED FOR BARTLETT TITLE INSURANCE AG

SL10624

**Real Estate Lease  
Subordination Agreement and Assignment of Rents**

This Subordination Agreement is entered into by DAVID W. NICHOLLS DDS, PC  
("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 DAVID W. NICHOLLS ("Lessor") by  
lease dated February 28, 2011 for a term of twenty years (the "Lease") certain real  
and personal property described in SBA Loan Authorization, SBA 504 No. : 41186450-10 (the  
"Leased Premises") known as 76 East Commerce Drive #203, Saratoga, located in the County of  
Utah, State of Utah and described as follows:

See Exhibit "A" which is attached hereto and incor-  
porated herein by this reference.

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan  
No. 41186450-10, to Lessor in the amount of \$ 228,000.00  
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, inter-  
est, 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

\$ 228,000.00 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 Utah 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, 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, are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed, delivered and, where appropriate, filed, prior to execution, delivery and filing of the Lease.

3. Assignment of Rents. The undersigned Lessee, for and in consideration of the moneys lent pursuant to the aforesaid note and other valuable consideration, receipt of which is hereby acknowledged, assign, transfer, and set over to CDC/SBA all sub-leases, including rents, profits, and income derived from the real estate and the building and improvements thereon, the full and complete right in SBA, in case of default in the payment of the indebtedness or any part thereof or failure to comply with any of the terms or conditions of the Note, Deed of Trust and Loan Agreements, as its assignee, to demand, collect, receive, and receipt for such rents, income and profits, to take possession of the premises and all leaseholds without having a receiver appointed therefore, to rent and manage the same from time to time and apply the net proceeds of the rents, income, and profits from the property on the indebtedness until all delinquencies, advances, and the indebtedness are paid in full by the application of the rents, or until title, is obtained through foreclosure otherwise.

4. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated: ~~February 28, 2011~~ March 2, 2011

LESSEE: DAVID W. NICHOLLS DDS, PC


David Nicholls DDS

By: David W. Nicholls, President

**LEASE SUBORDINATION NOTARY PAGE**

STATE OF Utah                                )  
  :SS.  
COUNTY OF Utah                            )

The foregoing instrument was acknowledged before me this March 2, 2011  
by David W. Nicholls, President, DAVID W. NICHOLLS DDS, PC

  
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Notary Public



**Property Description**

The land referred to is located in **Utah County, State of Utah**, and is described as follows:

Unit 203, contained within the Saratoga Town Center Office Condominium Plat B, Amending Unites 203 & 204 By Change to Demising Wall, as the same is identified in the Record of Survey Map recorded in Utah County, Utah as Entry No. 63784:2010, (as said Record of Survey Map may have heretofore been amended or supplemented), and in the Declaration of Condominium (Including Association Bylaws) of the Saratoga Town Center Office Condominium Plat B, recorded in Utah County, as Entry No. 63785:2010 (as said Declaration may have heretofore been amended or supplemented).

Together with: (a) the undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in according with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.