

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

BT-6917

Real Estate Lease Subordination Agreement

This Subordination Agreement is entered into by Performance Tire of Tooele, 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 Venture Property & Investment, L.C. ("Lessor") by lease dated February 27, 2007 for a term of twenty years (the "Lease") certain real and personal property (the "Leased Premises") known as 855 North Main Street, Tooele, Utah 84074, located in the County of Tooele, 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. 26550460-10, to Lessor in the amount of \$641,000.00, 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 it 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 \$641,000.00 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 Tooele 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. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated February 27, 2007.

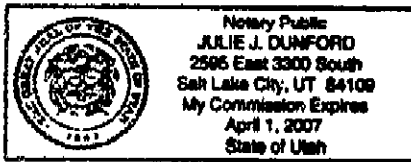
LESSEE:

PERFORMANCE TIRE OF TOOELE, INC

By: Robert J. Miller
Robert J. Miller, President

STATE OF UTAH)
)
) ss.
)
COUNTY OF Tooele)

The foregoing instrument was acknowledged before me this February 27, 2007 by Robert J. Miller, President, Performance Tire of Tooele, Inc.



Julie J. Dunford
Notary Public

Exhibit "A"

Property Description

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

BEGINNING 1054 FEET NORTH AND 770.88 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 200 FEET; THENCE EAST 383.46 FEET TO THE WEST LINE OF MAIN STREET OF TOOELE CITY; THENCE SOUTH 385 FEET ALONG THE WEST LINE OF SAID MAIN STREET; THENCE WEST 333.96 FEET; THENCE NORTH 165 FEET; THENCE WEST 49.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING:

BEGINNING 1054 FEET NORTH AND 770.88 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EAST 49.5 FEET; THENCE SOUTH 1064 FEET; THENCE WEST 49.5 FEET; THENCE NORTH 1064 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING 1054 FEET NORTH AND 770.88 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 200 FEET; THENCE EAST 383.46 FEET MORE OR LESS, TO THE WEST LINE OF MAIN STREET OF TOOELE CITY; THENCE SOUTH 200 FEET; THENCE WEST 383.46 FEET, MORE OR LESS TO THE POINT OF BEGINNING.