WHEN RECORDED, RETURN TO: Mountain West Small Business Finance 2595 East 3300 South Salt Lake City, Utah 84109 10749635 7/9/2009 12:48:00 PM \$17.00 Book - 9743 Pg - 9886-9889 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

TENANT SUBORDINATION AGREEMENT and SUBSTITUTION OF LANDLORD

THIS SUBORDINATION AGREEMENT	(the "Subordination Agreement") is made and
executed SVM 25, 2009	, by and between Mountain West Small Business
Finance of 2595 East 3300 South, Salt Lake City,	Utah 84109, ("Lender") and Hilda Hernandez
("Tenant").	

RECITALS

- A. Tenant has heretofore entered into a written, unrecorded 12 month lease agreement with LLORET LEASING LLC 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 4643 W. 3500 S. West Valley City, UT 84120, 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 LLORET LEASING LLC ("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:

- I. <u>Subordination to Loan Documents</u>. 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. <u>Substitution of Landlord.</u> ADVANCED R.V. SUPPLY, INC. is hereby substituted as Landlord in the place of LLORET LEASING LLC. The Lease Agreement shall be treated in all respects as a sublease between ADVANCED R.V. SUPPLY, INC. and Hilda Hernandez.
- 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. <u>Successors</u>. 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
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By: Adda & A
LLORET LEASING LES
By: David S. Lloret, Manager
ADVANCED R.V. SUPPLY, INC.
ву:
David S. Lloret, President
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STATE OF UTAH)
COUNTY OF Salt Lake)

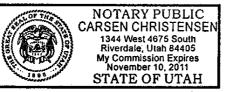
The foregoing instrument was acknowledged before me this June 25, 2009, by Robert Edminster, Vice President, Mountain West Small Business Finance.

NOTARY PUBLIC JANEL BENTON 576598 COMMISSION EXPIRES

OCTOBER 25, 2012 STATE OF UTAH

STATE OF UTAH COUNTY OF Salt Lake) :ss.)	Jeronim Notary Public Commissic My Commissi July 2	o Santos , State of Utah n #567666 Sision Expires e, 2012	
The foregoing July 1	Jew	was acknowledged lilda Hernandez . Samo OTARY PUBLIC	before me this	
STATE OF Utah COUNTY OF Salt Lake) :ss.)			
The foregoing instrument was acknowledged before me this June 25, 2009 by David S. Lloret, Manager, LLORET LEASING LLC. NOTARY PUBLIC CARSEN CHRISTENSEN 1344 West 4675 South Riverdale, Utah 84405 My Commission Expires My Commission Expires My Commission Expires Notary Public Notary Public STATE OF UTAH				
STATE OF Utah COUNTY OF Salt Lake) :ss.)			

The foregoing instrument was acknowledged before me this June 25, 2009 by David S. Lloret, President, ADVANCED R.V. SUPPLY, INC.



Notary Public

SCHEDULE A

Order Number: 5-052238

LEGAL DESCRIPTION

Beginning at a point on the South boundary line of 3500 South Street which is distant 1115.4 feet East and 40.0 feet South from the Northwest corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 355.09 feet; thence South 571.80 feet, more or less, to the center of a canal; thence North 69 deg. 45' West 6.69 feet, more or less; thence North 69 deg. 10' West 382.5 feet, more or less, to a point which is distant South 440.19 feet from the point of beginning; thence continuing Northwesterly along said canal to a point which is distant West 135.65 feet and South 381.0 feet from the point of beginning; thence North 381.0 feet, more or less, to the South boundary of said street; thence East along said South boundary 135.65 feet, more or less, to the point of beginning.

Less and excepting therefrom that portion of subject property as disclosed by that Quit Claim Deed recorded October 5, 2007 as Entry No. 10241759 in Book 9523, Page 839, being described as follows:

Beginning at point on the South boundary line of 3500 South Street which is distant 1115.4 feet East and 40.0 feet South and West 135.65 feet, more or less, from the Northwest corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 183 feet; thence East 135 feet; thence North 183 feet; thence West 135 feet to the point of beginning.

Less and excepting any portion lying within the bounds of 3500 South Street.

Parcel No.: 15-31-101-027