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9/13/2012 9:21:00 AM \$17.00
Book - 10055 Pg - 7696-7699
Gary W. Ott
Recorder, Salt Lake County, UT
ARTISAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

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

Real Estate Lease Subordination Agreement and Assignment of Rents

This Subordination Agreement is entered into by:

SCOTT MACHINERY COMPANY

("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:

SCOTT MACHINERY VENTURE, LLC

("Lessor") by lease dated July 1, 2012 for a term of twenty years (the "Lease") certain real and personal property described in SBA Loan Authorization, SBA 504 No.: 48734350-10 (the "Leased Premises") known as:

2129 S. Technology Parkway, West Valley City, UT 84119

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. 48734350-10, to Lessor in the amount of \$ 806,000.00, 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.

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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 \$ 806,000.00 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, 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.

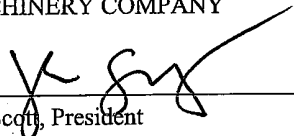
3. Assignment of Rents. The undersigned Lessee, for and in consideration of the moneys lent pursuant to the aforesaid note and other valuable consideration, receipt of which is hereby acknowledged, assign, transfer, and set over to CDC/SBA all sub-leases, including rents, profits, and income derived 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.

This Lease is executed and effective September 11, 2012.

LESSEE:

SCOTT MACHINERY COMPANY

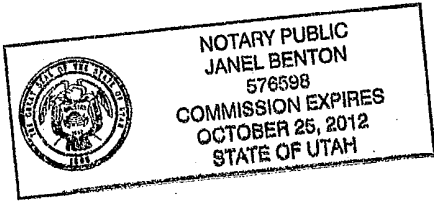

By: Jeffrey K. Scott, President

LEASE SUBORDINATION NOTARY PAGE

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

The foregoing instrument was acknowledged before me this September 11, 2012
by Jeffrey K. Scott, President

SCOTT MACHINERY COMPANY
Janel Benton
Notary Public



ORDER NUMBER: 2184

EXHIBIT "A"

A part of the Northeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South right-of-way line of 2100 South Street, said point being North 89°43'44" East 994.49 feet along the Section line and South 50.00 feet from the North Quarter corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°43'44" East along said south right-of-way line 331.11 feet; thence South 0°04'45" East 482.23 feet; thence South 89°43'44" West 362.11 feet to a point on the East right-of-way line of Technology Park Way (3445 West Street); thence North along said East right-of-way line 452.00 feet to a point on a 30.48 foot radius curve to the right; thence Northeasterly along the arc of said curve 47.73 feet through a central angle of 89°43'44" to the point of beginning.

Less and excepting the following described property:

A part of the Northeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East right of way line of Technology Park Way (3455 West), according to the official plat entitled, "Dedication Plat of Technology Drive, 2400 South Street & Technology Park Way", recorded in Book 89-5 at Page 45 in the office of the Salt Lake County Recorder, said point being 964.16 feet North 89°43'44" East along the Section line and 80.34 feet South from the North Quarter corner of said Section 20; and running thence Northeasterly along the arc of a 30.48 foot radius curve to the right a distance of 17.71 feet (central angle equals 33°17'03" and long chord bears North 16°38'32" East 17.46 feet) along said East right-of-way line; thence South 622.71 feet to a point of curvature; thence Southwesterly along the arc of a 125.00 foot radius curve to the right a distance of 98.17 feet (central angle equals 45°00'00" and long chord bears South 22°30'00" West 95.67 feet); thence South 45°00'00" West 43.31 feet to the Southwesterly boundary of Grantor's property; thence North 45°00'00" West 5.00 feet along said Southwesterly boundary to the Easterly right-of-way of Technology Park Way; thence along said Easterly right-of-way the following three (3) courses: (1) North 45°00'00" East 43.31 feet to a point of curvature, (2) Northeasterly along the arc of a 120.00 foot radius curve to the left a distance of 94.25 feet (central angle equals 45°00'00" and long chord bears North 22°30'00" East 91.84 feet), and (3) North 605.98 feet to the point of beginning.