

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

**Real Estate Lease  
Subordination Agreement**

This Subordination Agreement is entered into by Piano Piano, 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 Piedmont Properties LLC ("Lessor") by lease dated September 27, 2006 for a term of twenty years (the "Lease") certain real and personal property (the "Leased Premises") known as 210 & 220 North Main Street, Heber City, Utah 84032, located in the County of Wasatch, State of Utah and described as follows:

See Exhibit "A" which is attached hereto and incorporated herein by this reference. #OHE-0913 & OHE-0914

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan No. 10489460-02, to Lessor in the amount of \$548,000.00, 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, 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 \$548,000.00 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 Wasatch 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,

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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 September 27, 2006.

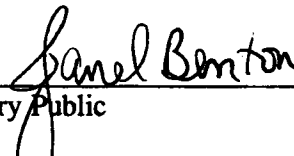
LESSEE:

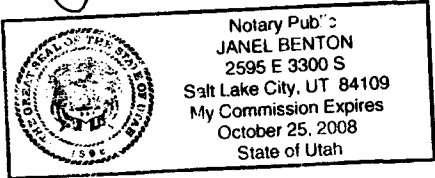
PIANO PIANO, INC.

By:   
 Vincent Esposito, President

STATE OF UTAH )  
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 COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this September 27, 2006 by Vincent Esposito, President, Piano Piano, Inc.

  
 Notary Public



SBA 504 Loan No.: 10489460-02

**EXHIBIT A**

The land described in the foregoing document is located in Wasatch County, State of Utah and is described more particularly as:

**PARCEL NO. 1:**

Beginning at the Southwest Corner of Lot 2 in Block 115, in the Heber City Survey of Building Lots; thence North 01°01'00" East 199.36 feet; thence South 88°58'00" East 133.32 feet; thence South 01°01'00" West 2.04 feet; thence South 88°58'00" East 66.00 feet; thence South 01°01'00" West 197.32 feet; thence North 88°58'00" West 199.32 feet to the point of beginning.

LESS and EXCEPTING the following portion:

Beginning at the Southwest Corner of Lot 2, Block 115, Heber City Survey of Building Lots, thence North 00°37'30" East 79.32 feet; thence South 89°09'30" East 100 feet; thence South 00°37'30" West 79.32 feet; thence North 89°09'30" West 100 feet to the point of beginning.

**PARCEL NO. 2:**

Beginning at the Southwest Corner of Lot 2, Block 115, Heber City Survey of Building Lots; thence North 00°37'30" East 79.32 feet; thence South 89°09'30" East 100 feet; thence South 00°37'30" West 79.32 feet; thence North 89°09'30" West 100 feet to the point of beginning.