



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bank of America, N.A.
Doc Retention - GCF
CT2-515-BB-03
70 Batterson Park Road
Farmington, CT 06032

Attn.: Loan Administration

12219689
2/9/2016 1:55:00 PM \$18.00
Book - 10401 Pg - 8050-8054
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

Parcel Tax Serial No. 15-24-351-016

CT - 81128 - AF

Space above for Recorder's Use

SUBORDINATION AGREEMENT - LEASE

This Agreement is made as of February 5, 2016, by and among Cytozyme Laboratories, Inc. ("Lessee") and Aquila Partners, LLC, a Utah limited liability company ("Lessor") in favor of Bank of America, N.A. ("Bank").

Factual Background

A. Lessor and Lessee have entered into a lease agreement dated as of February 4, 2016 ("Lease"), covering certain premises located at 2700 South 600 West, Salt Lake City, UT, 84115 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the beneficiary of Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust"), dated as of February 5, 2016, which Deed of Trust will be recorded concurrently herewith in the Official Records of Salt Lake County, Utah, encumbering the Property. The Deed of Trust secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Deed of Trust shall at all times be senior and prior to the interest of Lessee under the Lease.

Agreement

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

1. The lien of the Deed of Trust, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Deed of Trust, as the same may be amended from time to time.

Aquila Partners, LLC
Utah Subordination Agreement - Lease

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the day and year first above written.

LESSEE:

Cytozyme Laboratories, Inc.

By: 
Eric Baughman, Chief Executive Officer

LESSOR:

Aquila Partners, LLC, a Utah limited liability company

By: 
Eric Baughman, Manager

[All signatures must be acknowledged]

Lessee:

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) :ss

The foregoing instrument was acknowledged before me this 8th day of February, 2016, by Eric Baughman, the Chief Executive Officer of Cytozyme Laboratories, Inc.

Michael F Chabring
(Signature of person taking acknowledgment)
(Title) Escrow officer

(Seal)

My Commission expires:
8-27-2019

Residing at:
Davis, UT

Lessor:

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake)
:ss

The foregoing instrument was acknowledged before me this 8th day of February, 2016, by Eric Baughman, the Manager of Aquila Partners LLC.

Michael P Chabries
(Signature of person taking acknowledgment)
(Title) Escrow Officer

(Seal)

My Commission expires:
8-27-2019

Residing at:
Davis, UT.



**EXHIBIT A
PROPERTY DESCRIPTION**

Beginning at a point on the West line of 600 West Street, said point being East 937.03 feet and North 173.42 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being South 00°03'00" West 341.30 feet and North 89°57'23" West from the street monument found at the intersection of 2700 South Street and 600 West Street and running thence Northwesterly 433.40 feet along the arc of a 345.27 foot radius curve to the right (center bears North 12°18'49" East and the chord bears North 41°43'36" West 405.50 feet with a central angle of 71°55'11") along the East line of the South Pacific Railroad Spur; thence North 05°46'00" West 68.82 feet along the East line of said South Pacific Railroad Spur; thence Northerly 305.57 feet along the arc of a 5,715.65 foot radius curve to the right (center bears North 84°14'00" East and the chord bears North 04°14'06" West 305.54 feet with a central angle of 03°03'47") along the East line of said South Pacific Railroad Spur; thence North 85°38'15" East 300.84 feet to a point on the West line of 600 West Street; thence South 00°03'00" West 698.68 feet along the West line of 600 West Street back to the point of beginning.

Tax Id No.: 15-24-351-016