

Recording Requested by and After Recording  
Return To:  
U.S. Bank National Association  
555 SW Oak St  
Portland, OR 97204  
Obligor #:0028589558

10495781  
8/8/2008 3:03:00 PM \$18.00  
Book - 9633 Pg - 5487-5491  
Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 5 P.

TAXID 15-24-280-000

**SUBORDINATION OF LEASE**

**THIS SUBORDINATION OF LEASE** is made by Mine & Industrial Equipment ("Tenant") as of the date set forth below.

Tenant and UFI LLC ("Landlord") are parties to a lease dated 08/01/08, as amended by agreements dated n/a (the "Lease"), covering premises (the "Premises") which are located on the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference.

U.S. Bank National Association ("Bank") has made or agreed to make a loan or loans to Landlord secured by a Mortgage or Deed of Trust covering the Premises dated 08/01/08 and recorded in the office of the \_\_\_\_\_ for Salt Lake County, UT on 9/01/09 as Document No. 10492050 in Book 9132 of 5104 at Page \_\_\_\_\_ (as modified, supplemented, renewed, extended, consolidated, increased or replaced, and which may also secure future advances made by Bank, the "Mortgage"); provided, however, that said Lease is subordinate to the lien of the Mortgage.

Tenant hereby covenants that the Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises, including but not limited to any option or right of first refusal to purchase all or any portion of the Premises, or any acquisition of title to the Premises or any portion thereof by Tenant while the Mortgage may be in effect, are and shall be subject and subordinate in all respects to the Mortgage and Lender's right, title and interest in the Premises and to all of the terms and conditions contained in the Mortgage, to any increases in the amounts secured by the Mortgage, and to any renewals, modifications, replacements, consolidations and extensions thereof. Tenant further acknowledges and agrees that in the event of foreclosure of the Mortgage, or in the event that the Bank shall acquire the Premises by conveyance in lieu of foreclosure of the Mortgage, the Lease shall be terminated and of no further force and effect.

Tenant further agrees that if at the time of execution of this Subordination the recording information for the Mortgage has not yet been completed, Tenant hereby authorizes Bank or its recording agent to complete such information. When so completed, such information shall, absent manifest error, be deemed part of this Subordination as if it had been included in this Subordination at the time of execution by each party hereto.

Dated as of: August 1, 2008

TENANT:

Mine & Industrial Equipment  
Name (Organization)  
a(an) Utah General Partnership

(Individual)

By [Signature] *As Attorney In Fact for*  
*MARK R. UJIFUSA*

Tenant Name n/a

Name and Title Mark R Ujifusa, Partner

By [Signature]

Tenant Name n/a

Name and Title Glen H Ujifusa, Partner

U.S. Bank National Association

By [Signature] *Business Banking Officer*

Name and Title Jason M Hart, Business  
Banking Officer

CORPORATE

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \* authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

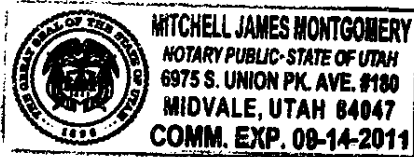
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF UTAH )  
County of Salt Lake ) ss.

**PARTNERSHIP**

On this the 1ST day of August, before me, the undersigned, a Notary Public in and for the State of UTAH, duly commissioned and sworn, personally appeared the within named \_\_\_\_\_, to me known to be the identical individual(s) who executed the within and foregoing instrument as a \_\_\_\_\_ partner of Mine & Industrial Equip the partnership mentioned in the foregoing instrument, and They acknowledged to me that They signed the same as \_\_\_\_\_ free and voluntary act and deed on behalf of said partnership for the uses and purposes therein mentioned, and under due authority to sign on its behalf.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]  
Notary Public in and for the State of UTAH  
My commission expires 9-14-2011

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

**CORPORATE GENERAL PARTNER**

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared the within named \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, and General Partner of \_\_\_\_\_, Partnership, the partnership mentioned in the foregoing instrument, and that the said instrument was signed by said Corporation by authority of its Board of Directors in behalf of and by authority of the said \_\_\_\_\_ Partnership, and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said \_\_\_\_\_ Partnership and Corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**

Commencing at a point which is South  $00^{\circ}03'06''$  West 224.63 feet and South  $89^{\circ}51'26''$  West 357.18 feet from the Northeast Corner of Lot 7, Block 40, TEN ACRE PLAT "A", Big Field Survey, and running thence South  $00^{\circ}03'06''$  West 180.00 feet; thence South  $89^{\circ}51'26''$  West 115.00 feet; thence North  $00^{\circ}03'06''$  East 180.00 feet; thence North  $89^{\circ}51'26''$  East 115.00 feet to the point of beginning.