

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

10727101
6/11/2009 4:30:00 PM \$15.00
Book - 9734 Pg - 6183-6185
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

Real Estate Lease Subordination Agreement

This Subordination Agreement is entered into by RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC ("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 YELLOWSTONE CARE, LLC ("Lessor") by lease dated June 1, 2009 for a term of twenty years (the "Lease") certain real and personal property (the "Leased Premises") known as 3419 West 12600 South, Riverton, UT 84065, 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. 29059860-03, to Lessor in the amount of \$1,500,000.00, 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 it 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 \$1,500,000.00 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 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. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated June 2, 2009.

LESSEE:

RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC

By: _____

Amelinda Spek, Manager

By: _____

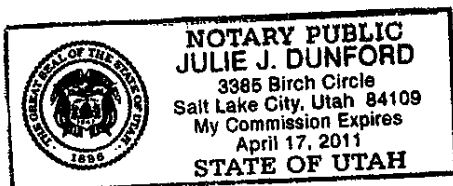
Barrett Spek, Manager

STATE OF UTAH)

:ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this June 2, 2009 by Amelinda Spek and Barrett Spek, Managers, RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC.



Notary Public

SCHEDULE A

Order Number: **5-051380**

LEGAL DESCRIPTION

PARCEL 1:

Lot 2, Riverton Care Center Subdivision, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

PARCEL 1A:

Subject to and together with a Cross Access Easement as set forth on the plat of Riverton Care Center Subdivision recorded May 24, 2007 as Entry No. 10111229 in Book 2007P at Page 216 and being described as follows:

A 25.00' wide cross access easement, 12.50 feet on each side of the following described centerline:

Beginning at a point on the South line of 12600 South Street said point being North 89 deg. 53'40" East 1189.03 feet and South 00 deg. 06'20" East 71.88 feet from the North quarter corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00 deg. 06'20" East 298.91 feet; thence South 89 deg. 53'40" West 97.00 feet; thence South 00 deg. 06'20" East 79.83 feet; thence South 14 deg. 53'10" West 57.29 feet to the point of termination.

Parcel No.: **27-32-202-002**