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 Book - 9949 Pg - 514-517
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BACKMAN TITLE SERVICES
 BY: eCASH, DEPUTY - EF 4 P.

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

5-020637
 2217-377-020
 22-17-377-026

**Real Estate Lease
 Subordination Agreement and Assignment of Rents**

This Subordination Agreement is entered into by:

FREIGHTLINK, 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:

VICTOR VENTURES, LLC

("Lessor") by lease dated September 1, 2011 for a term of twenty years (the "Lease") certain real and personal property described in SBA Loan Authorization, SBA 504 No.: 45597850-01 (the "Leased Premises") known as:

6084 S. 900 E., Murray, UT 84121

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. 45597850-01, to Lessor in the amount of \$ 297,000.00, 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 \$ 297,000.00 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 1, 2011

LESSEE:

FREIGHTLINK, INC.



By: H. Brent Fowler, President

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at a point on the West line of 900 East Street said point being located South 00°19'30" West 361.68 feet along the monument line marking the center line of said 900 East and North 89°40'30" West 33.00 feet from the Brass Cap Monument in the left turn lane of the South bound lanes of 900 East and the intersection of 6000 South Street, said point also being North 941.85 feet and East 1705.49 feet from the Salt Lake County Surveyors Brass Cap Monument marking the Southwest Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah; and running thence South 00°19'30" West 75.00 feet along said right of way to the Northeast Corner of Lot 464 of the Southwood No. 4 Subdivision, recorded as Entry No. 1898060, in Book Z, at Page 55, of the Salt Lake County Plats; thence North 89°40'30" West 175.00 feet along the North line of said lot; thence South 00°19'30" West 90.00 feet to a point on the South line of the particular parcel of land recorded as Entry No. 5484102, in Book 6645, at Page 1275, of the Salt Lake County Public Records; thence North 89°40'30" West 75.00 feet along said South line to a point on the West line of said Lot 464; thence North 00°19'30" East 169.27 feet along said West line, to a point on the boundary line described in the Boundary Line Agreement, recorded September 19, 2002, as Entry No. 8359390, in Book 8651, at Page 1728, of the Salt Lake County Public Records; thence along said boundary line South 88°04'37" East 83.46 feet; thence continuing along said boundary line and its extension South 89°22'09" East 166.58 feet to the said West line of 900 East Street; thence South 0°19'30" West 1.05 feet along said right of way to the point of beginning.

Parcel No.: 22-17-377-020, 22-17-377-026