

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

13906505 B: 11314 P: 4137 Total Pages: 4
03/08/2022 12:34 PM By: ggasca Fees: \$40.00
SUBORD- SUBORDINATION
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MOUNTAIN VIEW TITLE - OGDEN
5732 S 1475 E STE 100 OGDEN, UT 844037006

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

This Subordination Agreement is entered into by SKG MANAGEMENT, LLC, 801 TOWING LLC; and LEGACY TOWING, INC. (collectively "Lessee") for the benefit of Mountain West Small Business Finance ("MWSBF") and its successor in interest, the Small Business Administration ("SBA").

RECITALS

15-29-202-013
15-29-252-001
15-29-252-002

A. Lessee has heretofore leased from NOYESNO, LLC, a Utah limited liability company ("Lessor") by lease dated March 1, 2022 for a term of twenty-five years (the "Lease") certain real property (the "Leased Premises") known as 2965, 2959, 2953 South 3600 West, West Valley City, UT 84119, 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. 15379391-08, to Lessor in the amount of \$578,000.00, 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 \$578,000.00 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.

Dated March 1, 2022.

LESSEE:

SKG MANAGEMENT, LLC, a Utah limited liability company

By: 

MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager

801 TOWING LLC, a Utah limited liability company

By: 

MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager

LEGACY TOWING, INC., a Utah corporation

By: 

Schafer D. Magana, President

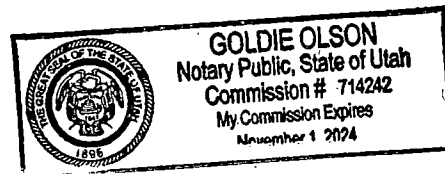
STATE OF UTAH)
)
COUNTY OF Salt Lake) :ss.

The foregoing instrument was acknowledged before me this March 1, 2022 by SKG MANAGEMENT, LLC, By: MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager.

[Signature]

Notary Public

STATE OF UTAH)
)
COUNTY OF Salt Lake) :ss.

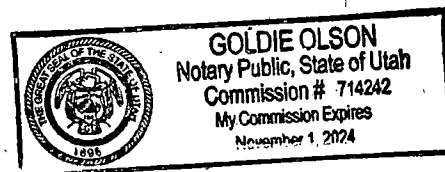


The foregoing instrument was acknowledged before me this March 1, 2022 by 801 TOWING LLC, By: MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager.

[Signature]

Notary Public

STATE OF UTAH)
)
COUNTY OF Salt Lake) :ss.



The foregoing instrument was acknowledged before me this March 1, 2022 by LEGACY TOWING, INC., By: Schafer D. Magana, President.

[Signature]

Notary Public

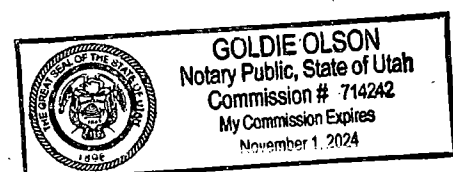


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT NORTH 00°07'30" WEST 856.34 AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 856.34 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°55'45" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 71.25 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 71.25 TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 00°07'30" WEST 927.59 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 927.59 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°58'55" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 12.41 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 12.41 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING NORTH 00°07'30" WEST 856.34 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, THENCE SOUTH 89°55'45" EAST 7 FEET; THENCE NORTH 00°07'30" WEST 83.66 FEET; THENCE NORTH 89°58'55" WEST 7 FEET; THENCE SOUTH 00°07'30" EAST 83.66 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT WHICH IS NORTH 00°07'30" WEST 1055.86 FEET ALONG THE SECTION LINE AND SOUTH 89°55'45" EAST 40.00 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 83.89 FEET; THENCE SOUTH 00°08'50" EAST 35.91 FEET; THENCE NORTH 89°51'10" EAST 30.75 FEET; THENCE SOUTH 00°07'20" EAST 79.17 FEET, THENCE SOUTH 89°58'55" WEST 114.65 FEET; THENCE NORTH 00°07'30" WEST 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3A:

TOGETHER WITH THE FOLLOWING DESCRIBED SURFACE DRAINAGE EASEMENT: BEGINNING AT A POINT WHICH IS NORTH 1023.45 FEET AND EAST 152.41 FEET FROM THE CENTER OF SECTION 29 (HISTORICALLY SECTION 9), TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 93.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 37.00 FEET; THENCE SOUTH 89°58'55" EAST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 92.86 FEET; THENCE NORTH 00°07'20" WEST 57.00 FEET TO THE POINT OF BEGINNING.