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 3/8/2006 2:06:00 PM \$14.00  
 Book - 9264 Pg - 1765-1767  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 TALON GROUP  
 BY: eCASH, DEPUTY - EF 3 P.

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

## Real Estate Lease Subordination Agreement

This Subordination Agreement is entered into by Intermountain Heart Center, P.C. ("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 Interlude, L.L.C. ("Lessor") by lease dated February 24, 2006 for a term of twenty years (the "Lease") certain real and personal property (the "Leased Premises") known as 5292 South College Drive, Suite 201, Murray, Utah 84123, 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. *TAX Parcel No. 21-D-379-014*

B. MWSBF and the SBA have authorized the making of an SBA 504 Loan, Loan No. 91502440-04, to Lessor in the amount of \$476,000.00, 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 \$476,000.00 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

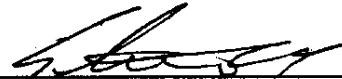
Documents or the Loan. The Lease Rights, together with any and all right, interest, estate, title, lien, or charge against or respecting the Leased Premises (or any portion thereof) by virtue of the Lease, are hereby subordinated to the Loan Documents the same and as fully as if the Loan Documents had been executed, delivered and, where appropriate, filed, prior to execution, delivery and filing of the Lease.

3. This Agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

Dated February 24, 2006.

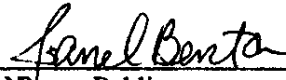
LESSEE:

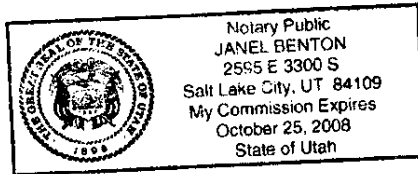
INTERMOUNTAIN HEART CENTER, P.C.

By:   
Stephen L. Miller, President

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

The foregoing instrument was acknowledged before me this February 24, 2006 by Stephen L. Miller, President, Intermountain Heart Center, P.C.

  
Notary Public



SBA 504 Loan No.: 91502440-04

**EXHIBIT A**

The land described in the foregoing document is located in Salt Lake County, State of Utah and is described more particularly as:

Unit 201, COLLEGE DRIVE OFFICE BUILDING CONDOMINIUM AMENDED, as the same is identified in the recorded Survey Map in Salt Lake County, Utah, as Entry No. 8830860 in Book 2003P at Page 309 (as said record of Survey Map, may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in Salt Lake County, Utah, as Entry No. 8424454 in Book 8685 at Page 9004 (as said Declaration may have heretofore been amended or supplemented).

Together with the undivided percentage ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements set forth in Declaration of Condominium recorded in Salt Lake County, Utah, as Entry No. 8424454 in Book 8685 at Page 9004 (as said Declaration may have heretofore been amended or supplemented).