REQUESTED BY

PHAST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

Assessor Parcel No(s): 1320-08-410-016

RECORDATION REQUESTED BY:

Wells Fargo Bank Nevada, National Association Carson City Business Banking Group 211 North Stewart Street MAC # \$4624-011 Carson City, NV 89701

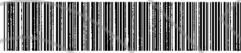
WHEN RECORDED MAIL TO:

Wells Fargo Bank Nevada, National Association BBG-Boise Loan Operations Center, MAC#U1851-015 Attn: Collateral Monitoring, PO Box 8203 Boise, ID 83707-2203 2003 SEP -4 PM 12: 20

WERNER CHRISTEN RECORDER

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FOR RECORDER'S USE ONLY



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NOTICE: THIS SUBORDINATION OF DEED OF TRUST RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST dated August 26, 2003, is made and executed among Assadollah Noori and Mahvash Maher Noori ("Beneficiary"); First American Title Company of Nevada ("Trustee"); Steam Turbine Blading & Parts, LLC; and Turbine Repair Services, LLC ("Borrower"); and Wells Fargo Bank Nevada, National Association ("Lender").

SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations (the "Subordinated Indebtedness") to Steam Turbine Blading & Parts, LLC ("Trustor"):

a Note in the sum of \$460,000.00 dated March 20, 2003 in favor of First American Title Company of Nevada.

SUBORDINATED DEED OF TRUST. The Subordinated Indebtedness is secured by a deed of trust dated March 20, 2003 from Trustor to Trustee in favor of Beneficiary (the "Subordinated Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded on March 21, 2003, File No. 570722 at Page No. 9648, Volume No. 0303.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Douglas County, State of Nevada:

See Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 2185 Park Place, Minden, NV 89423. The Real Property tax identification number is 1320-08-410-016

REQUESTED FINANCIAL ACCOMMODATIONS. Beneficiary, who may or may not be the same person or entity as Trustor, and Borrower each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises



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Page 2

regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its deed of trust or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Deed of Trust.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary hereby represents and warrants to Lender that Beneficiary has heretofore delivered to Lender a true, correct and complete copy of the Lease, which constitutes the entire agreement between the parties thereto and Beneficiary further acknowledges that the Lease is in full force and effect and that no default by Beneficiary or, to Beneficiary's knowledge, by other party under the terms and provisions of the Lease exists as of the date hereof.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be



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Page 3

admissible as evidence of the document and the signer's execution.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Beneficiary institutes. The fees and expenses are secured by this Subordination and are recoverable from the Property.

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada. This Subordination has been accepted by Lender in the State of Nevada.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED AUGUST 26, 2003.



SUBORDINATION OF DEED OF TRUST (Continued)

BORROWER:
STEAM TURBINE BLADING & PARTS, LLC
By: Assadoliah Noori, Managing Member of Steam Turbine Blading & Parts LLC
By: Menh. Stephen J. Stevens, Managing Member of Steam Turbine Blading & Parts LLC
By List Wills William Turbine Blading & Parts,
OILC .
By: James E. Harris, Member of Turbine Repair Services, LLC
By: Jesse Llewellyn, Member of Turbine Repair Services, LLC
By: Assadollah Noori, Member of Turbine Repair Services, LLC
By Social Member of Turbine Repair Services, LLC
By: Mover, Member of Turbine Repair Services, LLC
By: Daniel Sanchez, Member of Terbine Repair Services, LLC
By: McL Com L Michael Dorrel Member of Turbine Repair Services, LLC



SUBORDINATION OF DEED OF TRUST (Continued)

BENEFICIARY:
X Mahvash Mahar Noori, Individually
X Mahyash Maher Noori, Individually
TRUSTEE:
FIRST AMERICAN TITLE COMPANY OF NEVADA
By: Sayle Bernard
Authorized Signer for First American Title Company of Nevada By: Authorized Signer for First American Title Company of Nevada LENDER: X Authorized Officer Authorized Officer



SUBORDINATION OF DEED OF TRUST (Continued)

LIMITED LIABILITY (COMPANY ACKNOWLEDGMENT
STATE OF CALIFORNIA	
COUNTY OF SAN BELLARDING	-) SS
This instrument was acknowledged before me on _ Member of Steam Turbine Blading & Parts, LLC, as	8-27-03 by Assadollah Noori, Managing designated agent of Steam Turbine Blading & Parts, LLC.
FELIX M. MEZA COMM. #1351186	Signature of notarial officer)
NOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Exp. April 13, 2006 (Seal, if any)	Notary Public in and for State of CALIFORNIA
STATE OF CALIFORNIA	COMPANY ACKNOWLEDGMENT
COUNTY OF SAN BERNARDING) SS }
This instrument was acknowledged before me Managing Member of Steam Turbine Blading & Part	on 8-27-03 by Stephen J. Stevens, ts, LLC, as designated agent of Steam Turbine Blading & Parts, LLC.
FELIX M. MEZA COMM. #1351186 NOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Corum. Exp. April 13, 2006	(Signature of notarial officer) Notary Public in and for State of CALIFORNIA
(Seal, if any)	nasaŭ



Page 7

*		COMPANY	A ~ 1/ 1 M 4 / 1	
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) SS

) SS

STATE OF <u>CALIFORNIA</u>
COUNTY OF <u>SAN BERNALDINO</u>

This instrument was acknowledged before me on Member of Steam Turbine Blading & Parts, LLC,

of Steam Turbine Blading & Parts, LLC.

FELIX M. MEZA COMM. #1351186 OTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Exp. April 13, 2006 (Seal, if any)

Notary Public in and for State of CALIFORNIA

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CALIFORNIA

An BERNARDINO COUNTY OF.

This instrument was acknowledged before me of by James E. Harris, Member of Turbine Repair Services, LLC, as designated agent of Turbine Repair Services, LLC.

FELIX M. MEZA COMM. #1351186 IOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Exp. April 13, 2008 (Seal, if any)

Notary Public in and for State of <u>CALIFORIA</u>



Page 8

	COMPANY	

LIMITED LIAB	ILITY COMPANY ACKNOWLEDGMENT
STATE OF CALIFORNIA	
COUNTY OF SANBERNAR DIN	1) 18-27-03
This instrument was acknowledged befor Turbine Repair Services, LLC, as designated	e me en by Jesse Llewellyn, Member of ted agent of Turbine Repair Services, LLC.
FELIX M. MEZA Z COMM. #1351186 S NOTARY PUBLIC - CALIFORNIA	(Signature of notarial officer)
SAN BERNARDINO COUNTY My Comm. Exp. April 13, 2006 (Seal, If any)	Notary Public in and for State of CALIFORNIA

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CALIFORNIA) SS AN BERNATDINO

This instrument was acknowledged before me on 8-27-03 of Turbine Repair Services, LLC, as designated agent of Turbine Repair Services, LLC.

by Assadollah Noori, Member

FELIX M. MEZA COMM. #1351186 NOTARY PUBLIC - CALIFORNIA SAN BERNARDING COUNTY My Comm. Exp. April 13, 2006 (Seal, if any)

Signature of notarial officer)

Notary Public in and for State of CALIFORNIA



SUBORDINATION OF DEED OF TRUST (Continued)

Page 9

			_	
1	IMITED	LIABILITY COMPANY ACKNO	O	WIFDGMENT

STATE OF <u>CALIFORNIA</u>

COUNTY OF SAN BERNARDING

) SS

This instrument was acknowledged before me on 8-27-03

Turbine Repair Services, LLC, as designated agent of Turbine Repair Services, LLC.

by Cesar Siordia, Member of

FELIX M. MEZA
COMM. #1351186
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDING COUNTY
My COMM. Exp. April 13, 2003

(Signature of notarial officer)

Notary Public in and for State of CALIFORNIA

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CALIFORNIA

(Seal, if any)

COUNTY OF SAN BERNARDING

This instrument was acknowledged before me on Services, LLC, as designated agent of Turbine Repair Services, LLC.

FELIX M. MEZA
COMM. #1351186
NOTARY PUBLIC - CALIFORNI
SAN BERNARDINO COUNTY
My Comm. Exp. April 13, 2006

(Seal, if any)

(Signature of notarial officer)

Notary Public in and for State of CALIFORNIA



Page 10

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LIIVII I ED	LIABILIIY	COMPANY	ACKNOWL	_EDGIVIEN I

STATE OF CALIFORNIA SS Daniel Sanchez, Member of This instrument was acknowledged before me on 3 Turbine Repair Services, LLC, as designated agent of Turbine Repair Services, LLC. FELIX M. MEZA COMM. #1351186 NOTARY PUBLIC - CALIFORNIA Notary Public in and for State of CALIFORNIA SAN BERNARDINO COUNTY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

) SS

STATE OF CALIFORNIA

(Seal, if any)

COUNTY OF SAN BERARDING

My Comm. Exp. April 13, 2008

-27-03 by Michael Dorrel, Member of

FELIX M. MEZA COMM. #1351186 IOTARY PUBLIC - CALIFORNIA SAN BERNARDING COUNTY My Comm. Ехр. April 13, 2006

(Seal, if any)

(Signature of notarial officer)

Notary Public in and for State of CALIFORNIA



SUBORDINATION OF DEED OF TRUST (Continued)

INDIVIDUAL A	CKNOWLEDGMENT
STATE OF CALIFORNIA	
COUNTY OF SAN BERNIARDING) SS
This instrument was acknowledged before me on g	- 27-03 by Assadollah Noori.
FELIX M. MEZA Z	+ close Mr-
S COMM. #1351186 S P NOTARY PUBLIC - CALIFORNIA P SAN BERNARDINO COUNTY	(\$/gnature of notarial officer)
My Comm. Exp. April 13, 2006 (Seal, if any)	Notary Public in and for State of <u>CALIFORNIA</u>
INDIVIDUAL A	CKNOWLEDGMENT
STATE OF	
COUNTY OF) \$5
This instrument was acknowledged before me on	by Mahvash Maher Noori.
This instrument was auxhowiedged before the on	by Manvash Maner Noon.
(Seal, if any)	(Signature of notarial officer)
Santaco	Notary Public in and for State of
(Seal, if any)	
\ / /	•

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

\
State of California
\$ ss.
County of VENTUCH Sss.
and Market 28 03 minus Denvise Verlasson Val
on AUSUST 28,03 before me, Stories of Officer (e.g., "Jane Doe, Notary Public")
personally appeared MAHVA8H MAHGE NOORI
personally appeared 1 177 VISC 1 177 VISC 1
Name(s) of Signer(s)
∐ personally known to me
proved to me on the basis of satisfactory
evidence
DENISE V. HESSING to be the (person(s) whose (name(s) is are
Commission # 1267338 7 subscribed to the within instrument and
1 Company of the 12 MM.
department of the property of the control of the co
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.
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Signature of Notary Public
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OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent \bigvee
fraudulent removal and reattachment of this form to another document.
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Description of Attached Document
Title or Type of Document: 80BORDINATION OF DOOD OF TRUST
Title or Type of Document: SUDURDI OTTION OF TRUS
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Document Date: 105051 08,05 Number of Pages:
Signer(s) Other Than Named Above:
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Capacity(ies) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Signer Is Representing:
Signer's Name:
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Corporate Officer — Title(c):
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
Ŭ ∐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:
() De l'active de

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Prod. No. 5907

Reorder: Call Toll-Free 1-800-876-6827



SUBORDINATION OF DEED OF TRUST (Continued)

CORPORATE ACI	KNOWLEDGMENT
country of Causan City	I SS
This instrument was acknowledged before me on	9-3-03 by Gayle Bengn
as designated agent(s) of First American Title Company of N	levada.
KIMBERLY KERSTEN NOTARY PUBLIC - NEVADA Appt. Recorded in DOUGLAS CO. No.94-1762-5 My Appt. Exp. May 11, 2006	(Signature of notarial officer) Notary Public in and for State of
STATE OF Wade . COUNTY OF CAUSEN Cet.	(NOWLEDGMENT
This instrument was acknowledged before me on	9-3-03 by W.D. Bernard
as designated agent(s) of First American Title Company of M	Nevada.
KIMBERLY KERSTEN NOTARY PUBLIC - NEVADA	(Signature of notarial officer)
Appt. Recorded in DOUGLAS CO. No. 1, 2006 S. No. 1, 2006 S.	Notary Public in and for State of MUVALL



Page 13

ACKNOWI	

STATE OF NEVAOR

COUNTY OF CARSON & TY

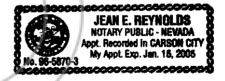
) SS

This instrument was acknowledged before me on SEPTEMBER 3,2003 by RAYMOND RODRIG 4EZ as designated agent of

(Signature of notarial officer)

Notary Public in and for State of <u>ルピレドロカ</u>

(Seal, if any)



DESCRIPTION

All that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

A parcel of land being comprised of a portion of that Tract shown on the MERIDIAN BUSINESS PARK FINAL MAP, PHASE 1, as recorded in Book 689, Page 1931 as Document #204160 of Official Records and a portion of that Tract shown on the Record of Survey #7 for MERIDIAN BUSINESS PARK as recorded in Book 693, Page 5413 as Document #310727 of Official Records, both being located within portions of the South one-half of Section 8 and the North one-half of Section 17, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

Commencing at the South one-quarter corner of said Section 8; thence South 83°56'00" West, 1484.27 feet to the True Point of Beginning; said point being on the Southerly property line of said Meridian Business Park Final Map, Phase 1. Thence South 89°46'14" West on said Southerly property line a distance of 9.50 feet to the Southeast corner of that tract shown on said Document No. 310727; thence continuing South 89°46'14" West on the Southerly property line of that tract shown on said Document No. 310727 a distance of 105.50 feet to the Southwest corner of said Tract as shown on said Document No. 310727; thence on a 690.81 foot radius curve concave to the East, said curve being also the Westerly property line of that tract shown on said Document No. 310727, whose radius point bears North 54°09'43" East, thru a central angle of 15°09'00", an arc distance of 182.66 feet to a point on the Easterly right of way of Meridian Boulevard; thence continuing on said Easterly right of way, being also a continuation of said 690.81 foot radius curve concave to the East, thru a central angle of 20°27'32", an arc distance of 246.67 feet to the beginning of a compound curve with a 30.00 foot radius, thru a central angle of 90°00'00", an arc distance of 47.12 feet to a point on the Southerly right of way of Park Place; thence on said Southerly right of way the following two courses:

North 89°46'14" East, 87.92 feet;

Thence on a 305.00 foot radius curve concave to the South, thru a central angle of 23°57'55", an arc distance of 127.57 feet; thence South 00°33'49" East, 405.93 feet to the True Point of Beginning.

Reference is made to Record of Survey filed March 31, 1995 as File No. 359154.

The above metes and bounds description appeared previously in that certain document recorded February 28, 2001 as Instrument No. 509588.

131-2089005