

When recorded return to:

Prepared By
Travis R. Terry

✓ Markus Williams Young & Zimmermann LLC
2720 Homestead Rd., Suite 150
Park City, UT 84098
435-214-3806

MEMORANDUM OF LANDLORD'S DISCLAIMER AND CONSENT

To induce WELLS FARGO BANK, NATIONAL ASSOCIATION (with all its participants, successors and assigns, "Wells Fargo"), acting through its WELLS FARGO BUSINESS CREDIT operating division, to make one or more loans to INTERMOUNTAIN COLOR, INC., a Colorado corporation ("Company"), secured by Company's property, and for other good and valuable consideration, C. Edward Chu and Yoon Young Chu, as trustees of the C. EDWARD CHU AND YOON YOUNG CHU REVOCABLE TRUST DATED AUGUST 23, 1996 ("Landlord"), has executed and delivered to Wells Fargo a Landlord's Disclaimer and Consent (the "Disclaimer"), the original of which is on file with Wells Fargo.

Landlord owns certain premises located in DeSoto County, Mississippi, described in Exhibit A attached hereto (the "Premises") and has leased the Premises to Company pursuant to a lease (the "Lease").

Pursuant to the Disclaimer, Landlord has disclaimed certain rights and liens granted to Landlord by the Lease in favor of the rights, claims and liens claimed by Wells Fargo.

This Memorandum of Landlord's Disclaimer and Consent (this "Memorandum") may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Memorandum by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Memorandum. Any party delivering an executed counterpart of this Memorandum by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Memorandum but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Memorandum.

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Dated: July 29, 2011.

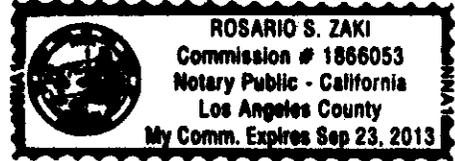
C. EDWARD CHU AND YOON YOUNG CHU REVOCABLE TRUST DATED AUGUST 23, 1996

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By: [Signature]
Name: C. Edward Chu
Its: Trustee

By: _____
Name: _____
Its: Authorized Signatory

By: [Signature]
Name: Yoon Young Chu
Its: Trustee

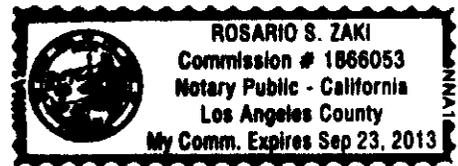


STATE OF California)
COUNTY OF Los Angeles) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 2011, by C. Edward Chu, trustee of the C. Edward Chu and Yoon Young Chu Revocable Trust dated August 23, 1996, on behalf of the trust.

[Signature]
Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.



The foregoing instrument was acknowledged before me this 29th day of July, 2011, by Yoon Young Chu, trustee of the C. Edward Chu and Yoon Young Chu Revocable Trust dated August 23, 1996, on behalf of the trust.

[Signature]
Notary Public

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this ____ day of July, 2011, by _____, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Notary Public

Dated: July 29, 2011.

C. EDWARD CHU AND YOON YOUNG CHU REVOCABLE TRUST DATED AUGUST 23, 1996

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By: [Signature]
Name: C. Edward Chu
Its: Trustee

By: [Signature]
Name: KAREN KENNEY
Its: Authorized Signatory

By: [Signature]
Name: Yoon Young Chu
Its: Trustee

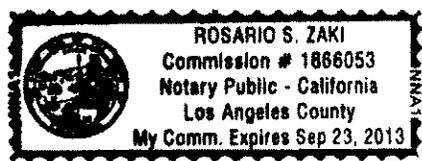


STATE OF California)
COUNTY OF Los Angeles) ss.

The foregoing instrument was acknowledged before me this 29th day of July, 2011, by C. Edward Chu, trustee of the C. Edward Chu and Yoon Young Chu Revocable Trust dated August 23, 1996, on behalf of the trust.

[Signature]
Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.



The foregoing instrument was acknowledged before me this 29th day of July, 2011, by Yoon Young Chu, trustee of the C. Edward Chu and Yoon Young Chu Revocable Trust dated August 23, 1996, on behalf of the trust.

[Signature]
Notary Public

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2011, by KAREN KENNEY, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

[Signature]
Notary Public

4825-7872-820213



2 My Commission Expires: 7/20/2013

**EXHIBIT A
TO
MEMORANDUM OF LANDLORD'S DISCLAIMER AND CONSENT**

The Premises described in the referenced document are located in DeSoto County, Mississippi and are described as follows:

BEING A SURVEY OF LOT 29 OF PHASE 3 - SECTION "B" OF THE METRO INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 22, PAGE 56 AT THE DESOTO COUNTY CHANCERY COURT CLERKS OFFICE, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1, RANGE 6 WEST - OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE SOUTHWEST CORNER OF LOT 30 PHASE 3 - SECTION "B" OF METRO INDUSTRIAL PARK (PLAT BOOK 22, PAGE 56), SAID POINT LIES ON THE NORTH LINE OF RIDGEWOOD DRIVE (68.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE N89°28'38"W ALONG THE NORTH LINE OF SAID RIDGEWOOD DRIVE A CALLED AND MEASURED DISTANCE OF 550.00 FEET TO THE SOUTHEAST CORNER OF LOT 28 PHASE 3 - SECTION "B" OF METRO INDUSTRIAL PARK (PLAT BOOK 22, PAGE 56); THENCE N00°31'22"E ALONG THE EAST LINE OF SAID LOT 28 A CALLED AND MEASURED DISTANCE OF 425.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 23 PHASE 2 - SECTION "B" METRO INDUSTRIAL PARK (PLAT BOOK 20, PAGE 49); THENCE S89°28'38"E ALONG THE SOUTH LINE OF SAID LOT 23 AND LOT 24 OF SAID PHASE 2 - SECTION "B" A CALLED AND MEASURED DISTANCE OF DISTANCE OF 550.00 FEET TO THE NORTHWEST CORNER OF LOT 30 OF SAID PHASE 3 - SECTION "B"; THENCE S00°31'22"W ALONG THE WEST LINE OF SAID LOT 30 A CALLED AND MEASURED DISTANCE OF 425.00 FEET TO THE POINT OF BEGINNING.

Exh. A