

Parcel: 16-28-304-020

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

BTC: 5-103041

12997675  
5/29/2019 3:39:00 PM \$40.00  
Book - 10785 Pg - 8342-8345  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 4 P.

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this April 30, 2019 between the Lessor and Lessee identified below.

### RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated April 29, 2019 (the "Lease").

B. The Small Business Administration ("SBA") has authorized the guarantee of a debenture to be sold by Mountain West Small Business Finance in the amount of \$ 575,000.00 to assist Lessor and Lessee pursuant to section 504 of the Small Business Investment Act of 1958, as amended (the "SBA Loan").

C. Lessor and Lessee desire to amend the Lease to satisfy all of the terms and conditions of the Loan Authorization and Guaranty Agreement for the SBA Loan.

### AGREEMENT

Now, therefore, for the reasons recited above, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows, anything to the contrary notwithstanding:

1. The term of this Lease shall be equal to or longer than the term of the said SBA Loan. The monthly lease payment stated in this Lease shall continue in the same monthly amount stated in the Lease throughout the term herein stated.

2. Lessor and Lessee hereby assign, set over, and transfer to the Small Business Administration and Mountain West Small Business Finance all of their right, title, and interest in and to this Lease, as security for said SBA Loan.

3. Lessor and Lessee hereby agree to maintain exactly the present ownership of both entities (both identity of owners and percent of ownership) during the entire term of said SBA Loan except for ownership changes of up to 5 per cent beginning six months after the SBA 504 Loan closes.

4. Lessor and Lessee agree that the amount of rent paid under the terms of the lease must be substantially the same as the debt service on the Third Party Lender Loan and the SBA 504 Loan together with an amount necessary to cover taxes and assessments, utilities and insurance and a repair/replacement reserve. The lease payment shall be reduced to the extent that it is in excess of the amount needed to meet the debt service and expenses. In the event there is more than one operating

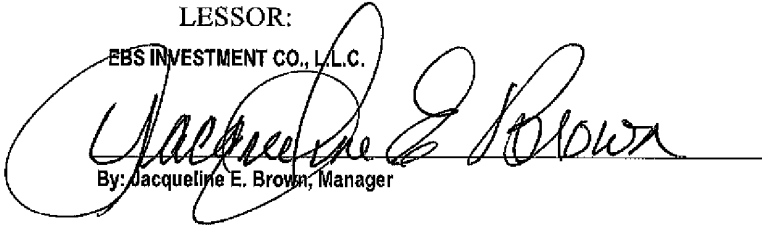
company under the terms of the SBA Loan, the lease payments of all operating companies shall be considered together and shall be reduced, pro rata, in the event, when considered together, they are in excess of amount needed to meet the debt service and expenses above described.

5. The demised premises which is the subject of the Lease consists of all of those premises and real property purchased in connection with the SBA 504 Loan and Authorization referenced above notwithstanding anything to the contrary in the Lease. In the event there is more than one operating company under the terms of the SBA Loan, the demised premises which is the subject of the Lease, when combined with the demised premises under the terms of the leases between Lessor and those other operating companies identified in the SBA Loan Authorization, consists of all of those premises and real property purchased in connection with the SBA 504 Loan and Authorization referenced above notwithstanding anything to the contrary in the Leases.

DATED April 30, 2019

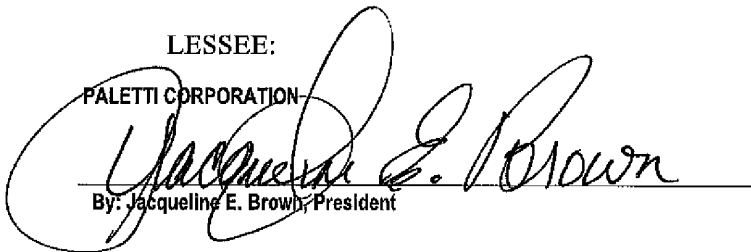
LESSOR:

EBS INVESTMENT CO., L.L.C.

  
By: Jacqueline E. Brown, Manager

LESSEE:

PALETTI CORPORATION

  
By: Jacqueline E. Brown, President



Order No.: 5-103041

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1

All of Parcel A, Shupe Subdivision, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P at Page 312.

PARCEL 1A

Together with and subject to the reciprocal easements and benefits as disclosed by that certain Reciprocal Easement Agreement recorded December 19, 2008 as Entry No. 10582915 in Book 9666 at Page 7145 and that certain affidavit recorded March 26, 2009, as Entry No. 10657377 in Book 9702 at Page 1412 in the office of the Salt Lake County Recorder, which reciprocal easement is described as follows:

Beginning at a point South 1109.97 feet and East 324.60 feet from the West corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°20'00" East 35.75 feet; thence South 00°17'49" West 4.67 feet; thence Southeasterly 3.70 feet along the arc of a 2.57 foot radius curve to the left, chord bears South 41°55'38" East 3.39 feet; thence North 89°28'14" East 30.19 feet; thence South 00°40'25" East 15.09 feet; thence South 89°28'14" West 11.61 feet; thence South 00°51'46" East 31.46 feet; thence North 89°23'47" East 31.74 feet; thence South 46°09'19" East 1.04 feet; thence North 43°11'12" East 8.37 feet; thence North 88°20'54" East 0.74 feet; thence South 47°24'56" East 8.76 feet; thence North 42°59'21" East 8.96 feet; thence South 00°40'25" East 3.74 feet; thence North 89°19'35" East 12.59 feet; thence North 00°40'25" West 3.74 feet; thence South 48°15'51" East 9.47 feet; thence North 43°53'30" East 8.22 feet; thence North 89°10'56" East 0.71 feet; thence South 46°46'56" East 8.55 feet; thence North 44°03'13" East 8.44 feet; North 89°08'26" East 5.99 feet; thence South 42°57'38" East 22.66 feet; thence Easterly 10.76 feet along the arc of a 9.5 foot radius curve to the left, chord bears South 75°24'13" East 10.19 feet; thence North 72°09'13" East 1.62 feet; thence South 15°15'50" East 60.66 feet; thence South 75°42'04" West 3.790 feet; thence Southwesterly 4.64 feet along the arc of a 3.50 foot radius curve to the left, chord bears South 37°41'02" West 4.31 feet; thence South 00°20'01" East 13.96 feet; thence North 89°45'40" West 190.97 feet; thence North 00°02'24" East 39.35 feet; thence Northwesterly 12.58 feet along the arc of a 7.34 foot radius curve to the left, chord bears North 49°07'41" West 11.09 feet; thence North 00°00'08" West 10.02 feet; thence North 89°36'35" West 9.67 feet; thence North 00°18'15" West 76.27 feet; thence North 01°23'30" East 3.03 feet; thence North 88°40'39" East 17.99 feet; thence Northeasterly 0.61 feet along the arc of a 0.50 foot radius curve to the left, chord bears North 53°48'47" East 0.57 feet; thence North 18°56'56" East 4.90 feet to the point of beginning.

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