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9/9/2015 9:05:00 AM \$16.00
Book - 10360 Pg - 23-26
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 4 P.

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

5-090037
16-06-454-023

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this August 11, 2015 between the Lessor and Lessee identified below.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated January 5, 2015 (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 \$ 720,000.00 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

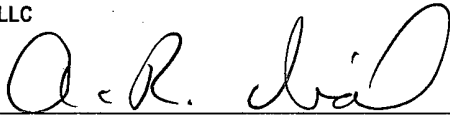
company under the terms of the SBA Loan, the lease payments of all operating companies shall be considered together and shall be reduced, pro rata, in the event, when considered together, they are in excess of amount needed to meet the debt service and expenses above described.

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 August 11, 2015

LESSOR:

THIRD SOUTH LLC



By: A. Richard Vial, Manager

LESSEE:

VIAL FOTHERINGHAM LLP



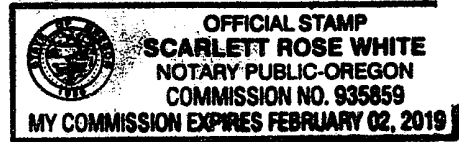
By: A.R. VIAL ASSOCIATES, P.C., Partner, By: A. Richard Vial, President

LEASE ADDENDUM
NOTARY PAGE

STATE OF Oregon)
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COUNTY OF Multnomah)

The foregoing instrument was acknowledged before me this 11th day of August 2015

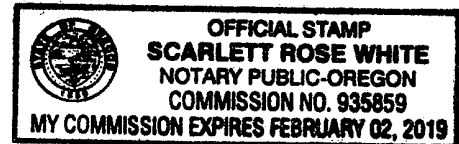
by A. Richard Vial, Manager
THIRD SOUTH LLC
[Signature]
Oregon Notary Public



STATE OF Oregon)
)
) :ss.
)
COUNTY OF Multnomah)

The foregoing instrument was acknowledged before me this 11th day of August 2015

by A.R. VIAL ASSOCIATES, P.C., Partner, By: A. Richard Vial, President
VIAL FOTHERINGHAM LLP
[Signature]
Oregon Notary Public



Order No.: 5-090037

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Beginning at a point on the West line of Lot 5, and the East line of 400 East Street, said point being South 00°01'50" East 90.00 feet from the Northwest corner of Lot 5, Block 23, Plat "B", Salt Lake City Survey, and running thence North 89°57'37" East 97.24 feet; thence along the West face of an existing wall South 00°03'19" East 132.75 feet; thence South 89°57'37" West 97.30 feet; thence North 00°01'50" West 132.75 feet to the point of beginning.

Parcel 2:

Together with the appurtenant rights, terms and conditions as set forth in that certain Declaration of Easements and Covenants for joint use of parking terrace, recorded March 28, 1979 as Entry No. 3256391 in Book 4835 at Page 697 of Official Records.

Parcel No.: **16-06-454-023**