

12068574  
6/10/2015 4:04:00 PM \$25.00  
Book - 10332 Pg - 8814-8820  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 7 P.

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

5-089248  
22-23-252-020  
22-23-252-021  
22-23-252-022

Lease

1. **The Parties and The Property:**

BUSINESS, MAN LLC, a Utah limited liability company

hereinafter referred to as "Lessor", hereby leases to:

FENS BUSINESS CENTER, LLC

hereinafter referred to as "Lessee", all those premises and personal property described in SBA Loan Authorization, SBA 504 No. 73780250-01 situate, lying and being in Salt Lake County, State of Utah, commonly known as:

3115 East Lion Lane, Units #140, #150, #160, Holladay, UT 84121

and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of approximately twenty (20) years commencing

June 3, 2015, for and during the latest of

June 3, 2035 or until the SBA 504 Loan under SBA Loan Authorization No.

73780250-01 is paid in full.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$ 8,500.00 on the first day of each month during the term of this Lease provided, however, that the amount of rent paid 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.

4. **The Return of the Property.** Lessee further agrees to deliver up to Lessor at the expiration of said term in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

5. **No Sublease or Assignment.** The Lessee will not let, underlet, assign the Property, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

6. **Default/Remedies.** And Lessee further covenants and agrees that if any monthly lease payment or any part thereof shall be unpaid for 20 days after the same shall become due; or if default in any of the covenants herein contained to be kept by Lessee is not cured within 20 days from written notice, or if Lessee shall vacate such premises, Lessor may elect, without notice or legal process, to re-enter and take possession of the Property and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and Lessee agrees to pay any deficiency.

7. **Utilities, Taxes and Insurance.** Responsibility for utilities, taxes and insurance shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Power T, Heat T, Water T, Sewer T, Telephone T, Real Property  
Tax T, Personal Property Tax T, Fire Insurance on Personal Property  
T, Glass Insurance T, Others:  
None

8. **Maintenance and Repair.** Responsibility for the maintenance and repair of the Property shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Roof L, Exterior Walls L, Interior Walls L, Structural Repair L,  
Interior Decorating T, Exterior Painting L, Yard Surfacing L, Plumb-  
ing Equipment L, Heating and Air Conditioning Equipment L, Electri-  
cal Equipment L, Light Globes and Tubes T, Glass Breakage T, Trash  
Removal T, Snow Removal T, Janitorial T, Others:  
None

9. **Negligence.** Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.

10. **Lessor's Lien.** Furniture, furnishings and personal property of Lessee may not be removed from the premises until all lease payments and other charges are fully paid, and Lessor shall have a lien upon said personal property until the same are paid in full.

11. **Attorney's Fees and Collection Costs.** In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement or any right arising out of such breach.

12. **SBA Loan Requirements.** In consideration of SBA Loan  
No. 73780250-01, Lessor and Lessee agree as follows, anything to the contrary  
notwithstanding:

- (a) The term of this Lease shall be equal to or longer than the term of the said SBA Loan;
- (b) 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; and
- (c) Lessor and Lessee hereby agree to maintain exactly the present ownership (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.

13. **No Other Agreements.** This agreement supercedes and replaces any and all previous lease agreements between the parties; and said previous lease agreements are hereby canceled by the mutual consent of the parties.

This Lease is executed and effective June 3, 2015

LESSOR:

BUSINESS, MAN LLC

  
By: James K. Balderson, Manager

LESSEE:

FENS BUSINESS CENTER, LLC

  
By: James K. Balderson, Manager

LEASE NOTARY PAGE

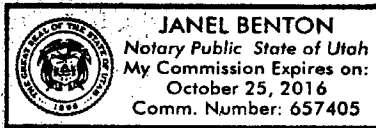
STATE OF Utah )  
 )  
 ) :ss.  
 )  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this June 3, 2015  
by James K. Balderson, Manager

BUSINESS MAN LLC

*Janel Benton*

Notary Public



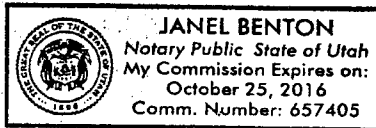
STATE OF Utah )  
 )  
 ) :ss.  
 )  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this June 3, 2015  
by James K. Balderson, Manager

FENS BUSINESS CENTER, LLC

*Janel Benton*

Notary Public



Order No.: 5-089248

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL 1:**

Unit No. 140 of the Millpointe Office Phase 1 Condominiums – Amended Plat, according to the record of survey map filed for record in Book 2002P of Plats at Page 152 of official records, formally known as Convertible Space #6 of the Millpointe Office Condominiums – Phase 1, according to the record of survey map filed of record in Book 9911P of Plats at Page 306, together with the right of use in the “Common Areas and Facilities”, all of which is defined and described in the Declaration of Condominiums – Phase 1 recorded November 19, 1999 as Entry No. 7516419 in Book 8324 at Page 1321 and the First Amendment to Declaration of Condominium of Millpointe Office Condominiums Phase 1, recorded June 18, 2002 as Entry No. 8268250 in Book 8610 at Page 5460 of official records.

Parcel No.: 22-23-252-020

**PARCEL 2:**

Unit No.150 of the Millpointe Office Phase 1 Condominiums – Amended Plat, according to the record of survey map filed for record in Book 2002P of Plats at Page 152 of official records, formally known as Convertible Space #5 of the Millpointe Office Condominiums – Phase 1, according to the record of survey map filed of record in Book 9911P of Plats at Page 306, together with the right of use in the “Common Areas and Facilities”, all of which is defined and described in the Declaration of Condominiums – Phase 1 recorded November 19, 1999 as Entry No. 7516419 in Book 8324 at Page 1321 and the First Amendment to Declaration of Condominium of Millpointe Office Condominiums Phase 1, recorded June 18, 2002 as Entry No. 8268250 in Book 8610 at Page 5460 of official records.

Parcel No.: 22-23-252-021

**PARCEL 3:**

Unit No. 160 of the Millpointe Office Phase 1 Condominiums – Amended Plat, according to the record of survey map filed for record in Book 2002P of Plats at Page 152 of official records, formally known as Convertible Space #6 of the Millpointe Office Condominiums – Phase 1, according to the record of survey map filed of record in Book 9911P of Plats at Page 306, together with the right of use in the “Common Areas and Facilities”, all of which is defined and described in the Declaration of Condominiums – Phase 1 recorded November 19, 1999 as Entry No. 7516419 in Book 8324 at Page 1321 and the First Amendment to Declaration of Condominium of Millpointe Office

Condominiums Phase 1, recorded June 18, 2002 as Entry No. 8268250 in Book 8610 at  
Page 5460 of official records.

Parcel No.: 22-23-252-022

PARCEL 4:

Together with a 60 foot wide right of way, beginning at the Southeast corner of the above described property, said point being North 0 deg. 03'09" West 491.53 feet along the quarter section line and East 43.25 feet from the center of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 61 deg. 33'26" East 114.07 feet; thence Northeasterly along the arc of a 141.64 foot radius curve to the right, chord bears North 82 deg. 59'24" East 103.51 feet, a distance of 105.97 feet; thence South 75 deg. 34'40" East 124.89 feet; thence South 61.95 feet; thence North 75 deg. 34'40" West 140.32 feet; thence Southwesterly along the arc of an 81.64 foot radius curve to the left, chord bears South 82 deg. 59'24" West 59.66 feet a distance of 61.08 feet; thence South 61 deg. 33'26" West 114.63 feet; thence Northwesterly along the arc of a 348.55 foot radius curve to the left and the Easterly right of way line of Big Cottonwood Canyon Road, chord bears North 27 deg. 54'18" West 60.00 feet a distance of 60.08 feet to the point of beginning.

Parcel No.: **22-23-252-020-Parcel 1, 22-23-252-021-Parcel 2, 22-23-252-022-Parcel 3**