

Parcel: 15-24-233-003, 15-24-233-022

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

BTC: 5-109086

13389737
9/10/2020 3:56:00 PM \$40.00
Book - 11016 Pg - 4474-4479
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

Lease

1. The Parties and The Property:

LAWSON REAL ESTATE SALT LAKE CITY, LLC, a Utah limited liability company

hereinafter referred to as "Lessor", hereby leases to

CHRISLAW INC.

hereinafter referred to as "Lessee", all those premises and personal property described in SBA Loan Authorization, SBA 504 No. 60451282-10 situate, lying and being in

Salt Lake County, State of Utah, commonly known as

85 West 2100 South, South Salt Lake, UT 84115

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-five (25) years commencing

September 2, 2020, for and during the latest of

September 2, 2045 or until the SBA 504 Loan under SBA Loan Authorization No.

60451282-10 is paid in full.

3. The Lease Payment. Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$3,000.00 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. 60451282-10, 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 September 2, 2020.

LESSOR:


LAWSON REAL ESTATE SALT LAKE CITY, LLC



By: Gregory B. Lawson, Manager

LESSEE:

CHRISLAW INC.



By: Gregory B. Lawson, President

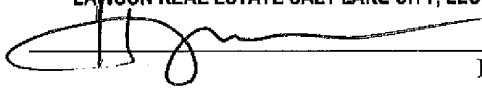
LEASE NOTARY PAGE

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



The foregoing instrument was acknowledged before me this 9/2/2020
by Gregory B. Lawson, Manager

LAWSON REAL ESTATE SALT LAKE CITY, LLC


Notary Public

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



The foregoing instrument was acknowledged before me this 9/2/2020
by Gregory B. Lawson, President

CHRISLAW INC.


Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 20 and 21, Block 5, South Boulevard, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Less and excepting therefrom that portion of the herein described property contained within a parcel of land granted to the State Road Commission of Utah by instrument recorded January 7, 1943 as Entry No. 944011 in Book 333 at Page 78 of official records, said parcel of land being 41 feet wide, 41 feet on the South side of the following described centerline:

Beginning at the intersection of the East boundary line, produced of said Lot 21 and said center line of survey at Engineer's Station 6+44.5, which point is 152.2 feet South 89 deg. 58'51" East along said center line of survey from the city monument at the intersection of Twenty-First South and West Temple Streets; thence North 89 deg. 58'51" West 50 feet to the intersection of said center line of survey at Engineer's Station 6+94.5 and the West boundary line produced of said Lot 20, which point is 102.2 feet South 89 deg. 58'51" East along said center line of survey from said city monument, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Note: Said point of beginning is also approximately 32.0 feet Northerly along said East boundary line produced of Lot 21 from the Northeast corner of said Lot 21.

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PARCEL 2:

Lots 17, 18 and 19, Block 5, South Boulevard, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Less and excepting therefrom that portion of the herein described property contained within a parcel of land granted to the State Road Commission of Utah by instrument recorded February 19, 1943 as Entry No. 946441 in Book 336 at Page 374 of official records, said parcel of land being 41 feet wide, 41 feet on the South side of the following described centerline:

Beginning at the intersection of the East boundary line, produced of said Lot 19 and said center line of survey at Engineer's Station 6+94.5, which point is 102.2 feet South 89 deg. 58'51" East along said center line of survey from the city monument at the intersection of Twenty-First South and West Temple Streets; thence North 89 deg. 58'51" West 79.5 feet to the intersection of said center line of survey at Engineer's Station 7+74 and the West boundary line produced of said Lot 17, which point is 22.7

feet South 89 deg. 58'51" East along said center line of survey from said city monument, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Note: Said point of beginning is also approximately 32.2 feet Northerly along said East boundary line produced of Lot 19 from the Northeast corner of said Lot 19.

Less and excepting that portion conveyed in Warranty Deed recorded February 12, 2018 as Entry No. 12715435 in Book 10646 at Page 6026 being more particularly described as follows:

A parcel of land in fee, being part of an entire tract of property situate in Lot 17, Block 5, South Boulevard being a subdivision of Lots 9 and 10, Block 40, Ten Acre Plat "A", Big Field Survey, situate in the Northeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, for the construction of improvements incident to SR-201 roadway rehabilitation, known as project number F-0201(36)17.

Beginning at the Northwest corner of said entire tract, which point is at the intersection of the Easterly right of way line of West Temple Street and the Southerly right of way line of 2100 South, which point is also 30.35 West feet and 115.50 feet North 00°02'47" East feet from the Southwest corner of said Lot 17, which point is also 41.00 feet South and 23.12 feet East from Salt Lake County Monument 15242002 at the intersection of West Temple Street and 2100 South; thence along the Northerly boundary line of said entire tract and said Southerly right of way line East 11.00 feet to a point which is 41.00 feet perpendicularly distant Southerly from the control line of said project, opposite Engineer Station 117+19.39; thence South 57°32'32" West 13.04 feet to the Westerly boundary line of said entire tract and the Easterly right of way line of said West Temple Street, which point is also 48.00 feet perpendicularly distant Southerly from the control line of said project, opposite Engineer Station 117+08.38; thence North 00°02'47" East (*North by record*) 7.00 feet, more or less, to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation.

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