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

11312704 1/12/2012 9:50:00 AM \$16.00 Book - 9982 Pg - 4297-4300 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

15-36-377-01

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this January 7, 2012 between the Lessor and Lessee identified below.

### RECITALS

- A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated October 1, 2011 (the "Lease").
- 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 not withstanding:

- 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

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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 January 7, 2012

LESSOR:

3960 SOUTH 300 WEST, LL

By: David J. Ottoes, Manager

LESSEE:

ARROW MOVING & STORAGE CO., INC

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By: David J. Ottoes, President

# LEASE ADDENDUM NOTARY PAGE

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by Dayid J. Ottoes, Manager		<i>'</i>	
My Commission	San Sers Notary Public		
" July Commission	ZXPIRES: 3/04/	3	
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STATE OF Colorado  COUNTY OF El Paso	) :ss.		
The foregoing instrument	was acknowledged before me t	his1/09/201	2
by David J. Ottoes, President  ARROW MOVING & STORAGE  ARROW MOVING & STORAGE	Sanders		
My Commission	Notary Public EXPIRES: 3/04/1	<i>3</i>	
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Order No.: 5-072834

## **EXHIBIT "A"**

## LEGAL DESCRIPTION

Beginning at a point which is South 0°08'30" East 776.17 feet from the Northeast Corner of Lot 10, Block 11, Ten Acre Plat "A", Big Field Survey; and running thence West 643.72 feet, more or less; to the East line of the State Road Commission Property; thence North 4°56' West 225.84 feet; thence East 662.58 feet, more or less; to the West line of the Street; thence South 0°08'30" East 224.00 feet to the point of beginning.

Parcel No.: 15-36-377-010