



ENT 34462:2017 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Apr 11 11:43 am FEE 16.00 BY MA
RECORDED FOR BARLETT TITLE

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

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this April 7, 2017 between the Lessor and Lessee identified below.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated March 1, 2017 (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 \$3,549,000.00 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 percent 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 referend 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 7, 2017

LESSOR:

IMN REAL ESTATE HOLDINGS LLC,
a Utah limited liability company

By: 

Name: Ryan Gledhill

Its: President

LESSEE:

INTERMOUNTAIN NUTRITION LLC,
a Utah limited liability company

By: 

Name: Ryan Gledhill

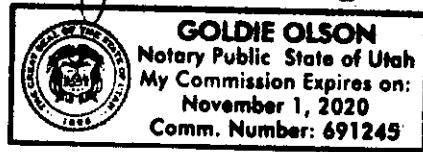
Its: President

LEASE ADDENDUM
NOTARY PAGE

STATE OF UTAH)
)
COUNTY OF Utah :SS)

The foregoing instrument was acknowledged before me this 7th day of April, 2016, by Ryan Gledhill, President of IMN REAL ESTATE HOLDINGS LLC.

[Handwritten Signature]



STATE OF UTAH)
)
COUNTY OF Utah :SS)

The foregoing instrument was acknowledged before me this 7th day of April, 2016, by Ryan Gledhill, President of INTERMOUNTAIN NUTRITION LLC.

[Handwritten Signature]

Notary Public

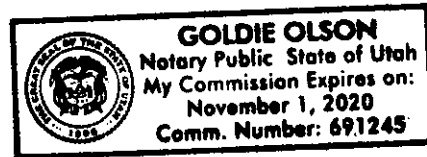


EXHIBIT "A"**LEGAL DESCRIPTION**

The land referred to is located in Utah County, State of Utah, and is described as follows:

Beginning at a point on the South right-of-way fence of a county road (10400 South), said point being South $0^{\circ}29'58''$ East 37.00 feet from the Northeast corner of Section 13, Township 9 South, Range 1 East, Salt Lake Base and Meridian; and running thence South $0^{\circ}29'58''$ East 2516.66 feet along the Section line to a railroad right-of-way line; thence North $35^{\circ}51'32''$ East 2225.18 feet along said railroad right-of-way line; thence North 86.31 feet; thence North $35^{\circ}51'32''$ East 218.82 feet to the Northerly line of a ditch; thence North $89^{\circ}53'28''$ West 590.00 feet along the North line of said ditch; thence North $0^{\circ}19'10''$ West 451.27 feet along a fence to said 10400 South right-of-way fence; thence South $89^{\circ}48'23''$ West along the South line of said 10400 South, 861.10 feet to beginning.

Parcel No. 30:061:0008