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10/16/2013 3:24:00 PM \$18.00  
Book - 10185 Pg - 7137-7140  
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

5062499  
2299-256-035, -041, -042

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this October 2, 2013 between the Lessor and Lessee identified below.

### RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated February 8, 2013 (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 \$ 1,074,000.00 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

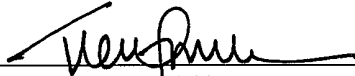
company under the terms of the SBA Loan, the lease payments of all operating companies shall be considered together and shall be reduced, pro rata, in the event, when considered together, they are in excess of amount needed to meet the debt service and expenses above described.

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 October 2, 2013.

LESSOR:

TMA HOLDINGS, LLC



By: Trenton S. Michie, Manager

LESSEE:

THOMPSON MICHIE ASSOCIATES, LLC



By: Roger E. Thompson, Manager



## SCHEDULE A

Order Number: 5-082499

### LEGAL DESCRIPTION

#### Parcel A:

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 06' 12" East 220.00 feet to the South Boundary Line of 6400 South Street; thence South 84° 35' 37" East along said South Boundary Line of 6400 South Street 200.52 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right; thence West 185 feet to the point of beginning.

#### Parcel B: "West ½ of Common Drive"

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet and East 185.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 33.00 feet; thence North 199.41 feet to the South Boundary Line of 6400 South Street; thence North 84° 35' 37" West along said South Boundary Line of 6400 South Street 18.08 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right to the point of beginning.

#### Parcel C: "East ½ of Common Drive"

Beginning at a point which is South 89° 48' 29" East 782.00 feet and North 0° 06' 12" East 149.47 feet and East 218.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 199.41 feet to the South Boundary Line of 6400 South Street; thence South 84° 35' 37" East along said South Boundary Line of 6400 South Street 18.08 feet; thence South 182.70 feet; thence Southeasterly 23.54 feet along the arc of a 15.00 foot radius curve to the left; thence West 33.00 feet to the point of beginning.

#### Parcel D: Easement Estate

The above parcels being together with the non-exclusive Easements for Parking and Ingress and Egress, over and across the "Access Areas" and "Parking Areas" as more particularly defined and described in that certain Declaration of Easements recorded January 31, 1996 as Entry No. 6270469 in Book 7321 at Page 1784 of the Official Records.

Parcel No.: 22-19-256-035-Parcel A, 22-19-256-041-Parcel B, 22-19-256-042-Parcel C