12237272 3/9/2016 4:45:00 PM \$17.00 Book - 10409 Pg - 9590-9593 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

5-092134 08-35-456-043 ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this	March 4, 2016	between the Lessor and Lessee
identified below.		

RECITALS

	A. Lessor and Lessee have	ve heretofore executed and entered into	a certain Lease Agreement
dated_	March 7, 2016	(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 \$263,000.00 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 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 March 4, 2016	<u>·</u>
LESSOR;	
EQUITABLE PROPERTIES, LLC	
Alle Lee	
By. Richard G. Walker, Manager	-

LESSEE:

Richard & Walker President

LEASE ADDENDUM NOTARY PAGE

STATE OF Utah COUNTY OF Cache) :ss.)		
The foregoing instrument was a	cknowledged befo	ore me this 3	·4-1Le
by Richard G. Walker, Manager			
EQUITABLE PROPERTIES, LLC HOOLE	Notary Public		MALINDA RHODES Notary Public State of Utah Comm. No. 683984 My Comm. Expires Jul 13, 2019
STATE OF Utah COUNTY OF Cache) :ss.)		
The foregoing instrument was a by Richard G. Walker, President	cknowledged bef	ore me this3	3-4-14
EZ II RENT TO OWN, INC. Hallinda Hodes	Notary Public		MALINDA RHODES Notary Public State of Utah Comm. No. 683984 My Comm. Expires Jul 13, 2019

Order No.: 5-092134

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at a point 4 rods West from the Northeast corner of Lot 8, Block 57, Plat "C", Salt Lake City Survey, and running thence South 6 ½ rods; thence West 30 feet; thence South 2 rods; thence West 22 feet; thence South 24.75 feet; thence West 80 feet; thence North 10 rods; thence East 8 rods to the point of beginning.

Less and excepting that portion conveyed in that certain Warranty Deed recorded June 1, 2010 as Entry No. 10963061 in Book 9829, Page 9750, described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in Lots 7 and 8, Block 57, Plat "C", Salt Lake City Survey, in the SW ¼ SE ¼ of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project known as "ALRT" and described as follows:

Beginning at the intersection of the Easterly boundary line of said entire tract and the existing Southerly right of way line of North Temple Street, which point is 66.00 feet South 89 deg. 58'38" West (Record West) from the Northeast corner of said Lot 8; and running thence South 00 deg. 00'55" East (Record South) 9.46 feet along the Easterly boundary line of said entire tract; thence West 132.00 feet to a point in the Westerly boundary line of said entire tract; thence North 00 deg. 00'55" West (Record North) 9.41 feet along said Westerly boundary line; thence North 89 deg. 58'38" East (Record East) 132.00 feet along the Northerly boundary line of said entire tract to the point of beginning.

Parcel No.: 08-35-456-043