Tax ID: 15-36-427-021

WHEN RECORDED RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109
BTC: 5-9690

12531683 5/9/2017 3:03:00 PM \$17.00 Book - 10555 Pg - 7934-7937 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

## ADDENDUM TO LEASE AGREEMENT

	This Agreement is entered into this	May 3, 2017	between the Lessor and Lessee
identif	ied below.		
		RECITALS	
A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agre			
dated_	September 27, 2016	_ (the "Lease").	
	B. The Small Business Administrat	tion ("SBA") has autho	orized the guarantee of a debentur
to be s	old by Mountain West Small Busines	ss Finance in the amou	nt of
\$ 474,00	0.00 to assist Lesson	r and Lessee pursuant	to section 504 of the Small
Busine	ess Investment Act of 1958, as amend	-	
	C. Lessor and Lessee desire to ame	nd the Lease to satisfy	all of the terms and conditions of
the Lo	an Authorization and Guaranty Agree	ement for the SBA Loa	an.

#### **AGREEMENT**

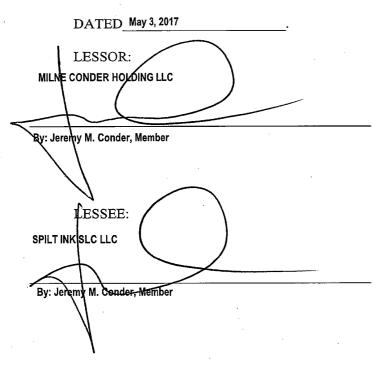
Now, therefore, for the reasons recited above, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows, anything to the contrary not withstanding:

- 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

Page 1 of 3

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.



# LEASE ADDENDUM NOTARY PAGE

STATE OF Utah	)				
COUNTY OF Salt Lake	:ss. )				
The foregoing instrument was	s acknowledged before	me this 6 3 1 +			
by Jeremy M. Conder, Member					
MILNE CONDER HOLDING LLC	Notary Public	HEATHER HAWKINS Notary Public State of Utah My Commission Expires on: September 23, 2020 Comm. Number: 691243			
STATE OF Utah COUNTY OF Salt Lake	) :ss. )				
The foregoing instrument was acknowledged before me this 6/3/17					
by Jeremy M. Conder, Member					
SPILT INK-SLC LLG	Notary Public	HEATHER HAWKINS Notary Public State of Utah My Commission Expires on: September 23, 2020 Comm. Number: 691243			

Order No.: 5-096901

#### **EXHIBIT "A"**

## LEGAL DESCRIPTION

PARCEL 1:

Beginning at a point on the North right of way line of 3900 South Street, said point being North 89 deg. 44'50" East along said North line 258.60 feet from the Southwest corner of Lot 2, Block 16, Ten Acre Plat "A", Big Field Survey, and running thence North 00 deg. 03'00" West 247.17 feet; thence South 89 deg. 52'28" East 32.03 feet; thence North 00 deg. 18'36" West 38.25 feet; thence North 89 deg. 45'21" East 25.00 feet; thence North 00 deg. 18'36" West 5 feet; thence North 89 deg. 45'21" East 102.23 feet; thence South 00 deg. 01'30" East 290.19 feet to the North right of way line of 3900 South Street; thence South 89 deg. 44'50" West along said North line 158.94 feet to the point of beginning.

PARCEL 1A:

Together with the following described right of way:

Beginning at a point on the North right of way line of 3900 South Street, said point being North 89 deg. 44'50" East 188.98 feet from the Southwest corner of Lot 2, Block 16, Ten Acre Plat "A", Big Field Survey, and running thence North 00 deg. 01'33" West 245.86 feet; thence South 89 deg. 58'27" West 188.98 feet to the East right of way line of West Temple Street; thence North 00 deg. 01'33" West along said East line 20.00 feet; thence North 89 deg. 58'27" East 188.98 feet; thence North 00 deg. 01'33" West 142.20 feet; thence South 89 deg. 58'27" West 172.01 feet; thence North 53 deg. 32'34" West 21.10 feet to said East line; thence North 00 deg. 01'33" West along said East line 28.66 feet; thence North 53 deg. 29'28" East 21.10 feet; thence North 89 deg. 58'27" East 192.01 feet; thence South 00 deg. 01'33" East 324.43 feet; thence North 89 deg. 57'00" East 49.57 feet; thence North 00 deg. 03'00" West 110.03 feet; thence South 89 deg. 52'28" East 20.00 feet; thence South 00 deg. 03'00" East 129.97 feet; thence South 89 deg. 57'00" West 69.58 feet; thence South 00 deg. 01'33" East 117.31 feet to the right of way line of 3900 South Street; thence South 89 deg. 44'50" West along said North line 20.00 beginning. of the point to feet

### PARCEL 1B:

Those appurtenant rights set forth and disclosed in that certain Reciprocal Easement Agreement dated July 6, 2016 by Lone Rock Properties, LLC aka Lone Rock Properties, L.L.C., a Utah limited liability company, recorded July 7, 2016 as Entry No. 12316088 in Book 10449 at Page 9642 of official records.

Parcel No.: 15-36-427-021