

WHEN RECORDED RETURN TO:  
Greater Salt Lake Business District  
2595 East 3300 South  
Salt Lake City, Utah 84109

9085831  
06/10/2004 09:35 AM 20.00  
Book - 8999 Pg - 3631-3634  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: ZJM, DEPUTY - WI 4 P.

**Lease**

1. **The Parties and The Property.** Mark L. Stewart and Deborah E. Stewart, husband and wife, as joint tenants, hereinafter referred to as "Lessor", hereby leases to Stewish Automotive Services, Inc. hereinafter referred to as "Lessee", all those premises situate, lying and being in the County of Salt Lake, State of Utah, commonly known as 2888 East 3300 South, Salt Lake City, Utah 84109 and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

*TAX PARCEL NO'S 16-26-351-042 and 16-26-351-051*

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of approximately twenty (20) years commencing June 7, 2004, for and during the latest of June 7, 2024 or until the SBA 504 Loan under SBA Loan Authorization No. CDC 739 811 4005 UT is paid in full.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$2,650.00 on the first day of each month during the term of this Lease provided, however, that the amount of rent paid 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.

4. **The Return of the Property.** Lessee further agrees to deliver up to Lessor at the expiration of said term in as good order and condition as when the same were entered upon by Lessee, reasonable use and wear thereof and damage by the elements excepted.

5. **No Sublease or Assignment.** The Lessee will not let, underlet, assign the Property, or any part thereof, without the prior written consent of Lessor, which consent will not be unreasonably withheld.

6. **Default/Remedies.** And Lessee further covenants and agrees that if any monthly lease payment or any part thereof shall be unpaid for 20 days after the same shall become due; or if default in any of the covenants herein contained to be kept by Lessee is not cured within 20 days from written notice, or if Lessee shall vacate such premises, Lessor may elect, without notice or legal process, to re-enter and take possession of the Property and every and any part thereof and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and Lessee agrees to pay any deficiency.

7. **Utilities, Taxes and Insurance.** Responsibility for utilities, taxes and insurance shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Power T, Heat T, Water T, Sewer T, Telephone T, Real Property Tax T,  
Personal Property Tax T, Fire Insurance on Personal Property T, Glass Insur-  
ance T, Others:  
None

8. **Maintenance and Repair.** Responsibility for the maintenance and repair of the Property shall be as indicated [Lessee responsible for (T), Lessor responsible for (L)]:

Roof L, Exterior Walls L, Interior Walls L, Structural Repair L, Interior  
Decorating T, Exterior Painting L, Yard Surfacing L, Plumbing Equipment  
L, Heating and Air Conditioning Equipment L, Electrical Equipment L,

THE TALON GROUP  
96841  
JUH#

Light Globes and Tubes T, Glass Breakage T, Trash Removal T, Snow Removal T, Janitorial T, Others:  
None

9. **Negligence.** Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.

10. **Lessor's Lien.** Furniture, furnishings and personal property of Lessee may not be removed from the premises until all lease payments and other charges are fully paid, and Lessor shall have a lien upon said personal property until the same are paid in full.

11. **Attorney's Fees and Collection Costs.** In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement or any right arising out of such breach.

12. **SBA Loan Requirements.** In consideration of SBA Loan No. CDC 739 811 4005 UT, Lessor and Lessee agree as follows, anything to the contrary notwithstanding:

- (a) The term of this Lease shall be equal to or longer than the term of the said SBA Loan;
- (b) Lessor and Lessee hereby assign, set over, and transfer to the Small Business Administration and Deseret Certified Development Company all of their right, title, and interest in and to this Lease, as security for said SBA Loan; and
- (c) Lessor and Lessee hereby agree to maintain exactly the present ownership (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.

13. **No Other Agreements.** This agreement supercedes and replaces any and all previous lease agreements between the parties; and said previous lease agreements are hereby canceled by the mutual consent of the parties.

This Lease is executed and effective June 7, 2004.

LESSOR:



Mark L. Stewart

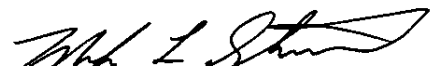


Deborah E. Stewart

LESSEE:

STEWISH AUTOMOTIVE SERVICES, INC.

By:

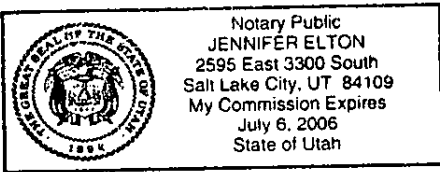


Mark L. Stewart, President

LEASE NOTARY PAGE

STATE OF UTAH )  
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COUNTY OF Salt Lake )

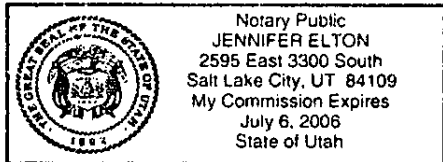
The foregoing instrument was acknowledged before me this June 7, 2004 by Mark L. Stewart and Deborah E. Stewart.



*J. Elton*  
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Notary Public

STATE OF UTAH )  
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COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this June 7, 2004 by Mark L. Stewart, President, Stewish Automotive Services, Inc.



*J. Elton*  
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Notary Public

SBA 504 Loan No.: CDC 739 811 4005 UT

**EXHIBIT A**

The land described in the foregoing document is located in Salt Lake County, State of Utah and is described more particularly as:

PARCEL 1:

Lot 4, and the West 40 feet of Lot 5, CAPSON SUBDIVISION, according to the Official Plat thereof, on file and of record in the Salt Lake County Recorder's Office.

PARCEL 2:

That certain right of way for ingress and egress over Lot 3, CAPSON SUBDIVISION, provided that the subject property is used for business purposes as set forth in that certain Notice of Contract recorded March 8, 1982 as Entry No. 3654497 in Book 5348 at Page 531 of Official Records.

PARCEL 3:

Beginning at the Southwest Corner of Lot 4, CAPSON SUBDIVISION, according to the Official Plat thereof, on file and of record in the Salt Lake County Recorder's Office and running thence South 6.52 feet; thence East 136.08 feet; thence North 6.52 feet to the South line of Lot 5, Capson Subdivision; thence West along said South line 136.08 feet to the point of beginning.