#### 2972609 BK 6618 PG 55

RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/10/2016 11:18:00 AM
FEE \$16.00 Pgs: 4
DEP eCASH REC'D FOR BACKMAN TITLE SER

E 2972609 B 6618 P 55-58

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

6-070749 10-258-0007

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this	September 30, 2016	between the Lessor and Lessee	
identified below.			
	RECITALS		
A. Lessor and Lessee have heretofodated August 31, 2016	ore executed and enteronal (the "Lease").	ed into a certain Lease Agreement	
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			
\$236,000.00 to assist Lessor and Lessee pursuant to section 504 of the Small			
Business Investment Act of 1958, as amend	ied (the "SBA Loan").		
C. Lessor and Lessee desire to ame the Loan Authorization and Guaranty Agree	•		

#### **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.

LESSOR: BREMEN 334/LC	
By: Tyler C. Deters, Member	
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recee. A	
LESSEE:	
PARADIGM COMMERCIAL CAPITAL GROUP CORP	•
MV	

DATED September 30, 2016

By: Tyler C. Deters, President

# NOTARY PAGE

STATE OF Utah	)
COUNTY OF Davis	:ss. )
The foregoing instrument was	acknowledged before me this Sept 30 2016
by Tyler C. Deters, Member	<b>,</b>
BREMEN 334 LLC   Blaton	
	Notary Public
STATE OF Utah	JANEL BENTON Notary Public, State of Utah Commission # 691052 My Commission Expires On October 25, 2020
COUNTY OF Davis	) :ss. )
The foregoing instrument was	acknowledged before me this Sopt. 30 2016
by Tyler C. Deters, President	,
PARADIGM COMMERCIAL CAPITAL GROUP	CORP
	Notary Public

Order No.: 6-070749

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

### **LEGAL DESCRIPTION**

Unit G, contained within Layton Warehouse Phase 2, a Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah, October 25, 2004 as Entry No. 2026879 in Book 3651, Page 292 and described in the Declaration recorded October 25, 2004 as Entry No. 2026880 in Book 3651, Page 293 and any amendments thereto.

Together with: (a) The undivided ownership interest in said Condominium Project's common areas and facilities which is appurtenant to said Unit, (the referenced declaration of condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the common areas and facilities to which said interest relates); (b) the exclusive right to use and enjoy each of the limited common areas which is appurtenant to said Unit; (c) the nonexclusive right to use and enjoy the common areas and facilities included in said condominium project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

Parcel No.: 10-258-0007