WHEN RECORDED RETURN TO: Mountain West Small Business Finance 2595 East 3300 South Salt Lake City, Utah 84109 11226542
08/11/2011 04:27 PM \$17.00
Book - 9942 P9 - 6637-6640
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PATRIOT TITLE LLC
204 E 7200 S STE. 201
MIDVALE UT 84047
BY: TMW, DEPUTY - WI 4 P.

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this August 2, 2011 identified below.	between the Lessor and Lessee
<u>RECITALS</u>	
A. Lessor and Lessee have heretofore executed and dated June 1, 2011 (the "Lease").	entered into a certain Lease Agreement
B. The Small Business Administration ("SBA") has to be sold by Mountain West Small Business Finance in the \$_644,000.00 to assist Lessor and Lessee pur Business Investment Act of 1958, as amended (the "SBA Le	amount of suant to section 504 of the Small

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 August 2, 2011	
LESSOR:	
CLEAR POINT INVESTMENTS, LLC	
American A Out	
By: Bassam A. Omar, Member	

LESSEE:

MURRAY AUTO SALES, INC.

By: Bassam A. Omar, President

LEASE ADDENDUM NOTARY PAGE

STATE OF	Utah)					
COUNTY OF	Salt Lake	:ss.)					
The fo	regoing instrur	nent was acknow	ledged before m	e this	August	2.	2011
by Bassam A. C CLEAR PO	Omar, Member	ENTS, LLC			J		
	Mux 1	Notai	ry Public				
		NOTARY PUBL JANEL BENTO 576598 COMMISSION EXI OCTOBER 25, 2	PIRES				
STATE OF	Utah	STATE OF UTA					
COUNTY OF	Salt Lake	:ss.)			•		
	regoing instrur Omar, President	nent was acknow	ledged before m	e this	August	2.	2011
	AUTO SALES.	inc.	 ,				
		Nota	ry Public				
		COMMIS	ARY PUBLIC EL BENTON 578598 SSION EXPIRES BER 25, 2012 E OF UTAM				

EXHIBIT "A"

BEGINNING AT A POINT ON THE EAST LINE OF STATE STREET, SAID POINT BEING EAST 913.23 FEET AND SOUTH 1557.00 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN THENCE EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH, A DISTANCE OF 33.50 FEET; THENCE EAST, A DISTANCE OF 180.00 FEET; THENCE SOUTH, A DISTANCE OF 197.53 FEET; THENCE WEST, A DISTANCE OF 350.37; THENCE N 00°05'30" E, A DISTANCE OF 231.03 FEET TO THE POINT OF BEGINNING. CONTAINING 74,873.28 SQUARE FEET OR 1.7189 ACRES, MORE OR LESS.

SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS:

BEGINNING AT A POINT ON THE EAST LINE OF STATE STREET, BEING 66 FEET MEASURED PERPENDICULAR FROM THE MONUMENTED CENTERLINE OF SAID STREET, SAID POINT BEING EAST 913.23 FEET, AND SOUTH 00°05'30" WEST 1768.03 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 50.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 50.00 FEET TO THE EAST LINE OF SAID STATE STREET; THENCE NORTH 00°05'30" EAST ALONG SAID LINE 20.00 FEET TO THE POINT OF BEGINNING.

TAX IDENTIFICATION NO. 22-06-153-031

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