

341539

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

10370009  
3/11/2008 12:49:00 PM \$16.00  
Book - 9580 Pg - 7358-7361  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 4 P.

## Sub-Lease

1. **The Parties and The Property.** FINDLAY HOLDINGS, LLC, a Utah limited liability company, hereinafter referred to as "Lessor", hereby sub-leases to LITTLE COTTONWOOD QWIK LUBE, LLC hereinafter referred to as "Lessee", all those premises and personal situate, lying and being in the County of Salt Lake, State of Utah, commonly known as 9492 S. Highland Drive, Sandy, UT 84092 and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

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 February 27, 2008, for and during the latest of February 27, 2008 or until the SBA 504 Loan under SBA Loan Authorization No. 26564060-02 is paid in full.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$5,000.00 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, 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. 26564060-02, Lessor and Lessee agree as follows, anything to the contrary notwithstanding:

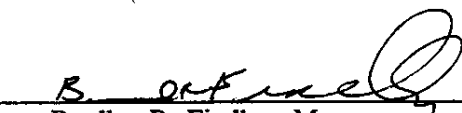
- (a) The term of this Lease shall be equal to or longer than the term of the said SBA Loan;
- (b) Lessor and Lessee hereby assign, set over, and transfer to the Small Business Administration and Mountain West Small Business Finance all of their right, title, and interest in and to this Lease, as security 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 February 27, 2008.


LESSOR:

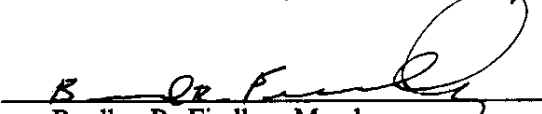
FINDLAY HOLDINGS, LLC

By:   
Bradley R. Findlay, Manager

LESSEE:

LITTLE COTTONWOOD QWIK LUBE, LLC

By:   
Catherine R. Findlay, Member

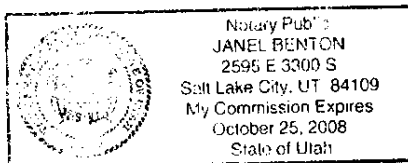
By:   
Bradley R. Findlay, Member

**LEASE NOTARY PAGE**

**STATE OF Utah** )  
 )  
 ) **:ss.**  
**COUNTY OF Salt Lake** )

The foregoing instrument was acknowledged before me this February 27, 2008 by Bradley R. Findlay, Manager, FINDLAY HOLDINGS, LLC.

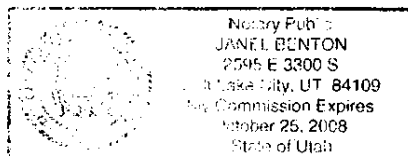
*Janel Benton*  
\_\_\_\_\_  
Notary Public



**STATE OF Utah** )  
 )  
 ) **:ss.**  
**COUNTY OF Salt Lake** )

The foregoing instrument was acknowledged before me this February 27, 2008 by Catherine R. Findlay and Bradley R. Findlay, Members, LITTLE COTTONWOOD QWIK LUBE, LLC .

*Janel Benton*  
\_\_\_\_\_  
Notary Public



**EXHIBIT 'A'**

File No.: **NCS-341539-SLC1 (jt)**  
Property: **9492 South Highland Drive, Sandy, UT 84092**

**02/29/2008**

**A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:**

**BEGINNING AT A POINT WHICH IS 582.62 FEET SOUTH 0°08'12" WEST ALONG THE EAST LINE OF SAID QUARTER SECTION AND 478.62 FEET WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 0°54'52" EAST 141.16 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 69.99 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 25.94 FEET (CENTRAL ANGLE EQUALS 21°14'07" AND LONG CHORD BEARS SOUTH 20°33'18" EAST 25.79 FEET); THENCE SOUTH 57°38'04" WEST 61.04 FEET; THENCE SOUTH 89°58'14" WEST 77.35 FEET; THENCE NORTH 158.76 FEET; THENCE NORTH 88°23'15" EAST 7.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 46.08 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 21.68 FEET (CENTRAL ANGLE EQUALS 26°57'22" AND LONG CHORD BEARS NORTH 61°04'08" EAST 21.48 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF A 77.07 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 19.95 FEET (CENTRAL ANGLE EQUALS 14°49'54" AND LONG CHORD BEARS NORTH 31°13'48" EAST 19.90 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF A 25.54 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 11.80 FEET (CENTRAL ANGLE EQUALS 26°28'30" AND LONG CHORD BEARS NORTH 5°41'17" EAST 11.70 FEET); THENCE SOUTH 89°59'38" EAST 79.45 FEET TO THE POINT OF BEGINNING.**

**(SAID TRACT OF LAND BEING A PART OF LOT 1, LITTLE COTTONWOOD CENTER SUBDIVISION, RECORDED DECEMBER 12, 2006, AS ENTRY NO. 9937456 OF OFFICIAL RECORDS.)**

**A.P.N. 28-09-226-045-0000**

Initials: \_\_\_\_\_