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WHEN RECORDED RETURN TO: Mountain West Small Business Finance 2595 East 3300 South Salt Lake City, Utah 84109 11470197 9/13/2012 9:21:00 AM \$17.00 Book - 10055 Pg - 7692-7695 Gary W. Ott Recorder, Salt Lake County, UT ARTISAN TITLE BY: eCASH, DEPUTY - EF 4 P.

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this September 11, 2012 between the Lessor and Lessee identified below.

RECITALS

- A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated <u>July 1, 2012</u> (the "Lease").
- 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

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	Se	ptember	11,	2012	

LESSOR:

SCOTT MACHINERY VENTURE, LLC

By: Jeffrey K. Scott, Member

LESSEE:

SCOTT MACHINERY COMPANY

By: Jeffrey K. Scott, President

LEASE ADDENDUM NOTARY PAGE

STATE OF	Utah	.)·.	
COUNTY OF	Salt Lake	:ss.)	
The fo	regoing instrument wa	s acknowledged before me this	September 11.2012
Uy	cott, Member ACHINERY VENTURE, (Me Bent)	LLC ,	
0		Notary Public NOTARY PUBLIC JANEL BENTON 576598 COMMISSION EXPIRES	
		OCTOBER 25, 2012 STATE OF UTAH	·
STATE OF COUNTY OF	Utah Salt Lake) :SS.)	
		s acknowledged before me this	September 11.2012
Dy -	Scott, President ACHINERY COMPANY ONE BONTO	<u> </u>	•
		Notary Public	
_		NOTARY PUBLIC JANEL BENTON 576598 MMISSION EXPIRES OCTOBER 25, 2012 STATE OF UTAH	

ORDER NUMBER: 2184

EXHIBIT "A"

A part of the Northeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South right-of-way line of 2100 South Street, said point being North 89°43'44" East 994.49 feet along the Section line and South 50.00 feet from the North Quarter corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°43'44" East along said south right-of-way line 331.11 feet; thence South 0°04'45" East 482.23 feet; thence South 89°43'44" West 362.11 feet to a point on the East right-of-way line of Technology Park Way (3445 West Street); thence North along said East right-of-way line 452.00 feet to a point on a 30.48 foot radius curve to the right; thence Northeasterly along the arc of said curve 47.73 feet through a central angle of 89°43'44" to the point of beginning.

Less and excepting the following described property:

A part of the Northeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East right of way line of Technology Park Way (3455 West), according to the official plat entitled, "Dedication Plat of Technology Drive, 2400 South Street & Technology Park Way", recorded in Book 89-5 at Page 45 in the office of the Salt Lake County Recorder, said point being 964.16 feet North 89°43'44" East along the Section line and 80.34 feet South from the North Quarter corner of said Section 20; and running thence Northeasterly along the arc of a 30.48 foot radius curve to the right a distance of 17.71 feet (central angle equals 33°17'03" and long chord bears North 16°38'32" East 17.46 feet) along said East right-of-way line; thence South 622.71 feet to a point of curvature; thence Southwesterly along the arc of a 125.00 foot radius curve to the right a distance of 98.17 feet (central angle equals 45°00'00" and long chord bears South 22°30'00" West 95.67 feet); thence South 45°00'00" West 43.31 feet to the Southwesterly boundary of Grantor's property; thence North 45°00'00" West 5.00 feet along said Southwesterly boundary to the Easterly right-of-way of Technology Park Way; thence along said Easterly right-of-way the following three (3) courses: (1) North 45°00'00" East 43.31 feet to a point of curvature, (2) Northeasterly along the arc of a 120.00 foot radius curve to the left a distance of 94.25 feet (central angle equals 45°00'00" and long chord bears North 22°30'00" East 91.84 feet), and (3) North 605.98 feet to the point of beginning.