

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

Lease

1. The Parties and The Property:

MASSA HOLDING LIMITED LIABILITY COMPANY, a Utah limited liability company
hereinafter referred to as "Lessor", hereby leases to
HDS UTAH LLC, a Utah limited liability company
hereinafter referred to as "Lessee", all those premises and personal property described in SBA
Loan Authorization, SBA 504 No. 18991991-08 situate, lying and being in
Salt Lake County, State of Utah, commonly known as
3090 West 3500 South, West Valley City, UT 84119
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 appurte-
nances, unto the Lessee for a term of approximately twenty-five (25) years commencing

March 8, 2022, for and during the latest of

March 8, 2047 or until the SBA 504 Loan under SBA Loan Authorization No.

18991991-08 is paid in full.

3. The Lease Payment. Lessee covenants and agrees to pay Lessor a lease payment
in the sum of \$1,500.00 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 Proper-
ty, 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 Insurance 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, Plumb-
ing Equipment L, Heating and Air Conditioning Equipment L, Electri-
cal 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. 18991991-08, 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

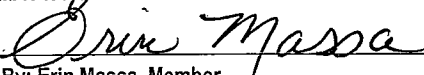
identity of owners and percent of ownership) during the entire term of said SBA Loan except for ownership changes of up to 5 per cent beginning six months after the SBA 504 Loan closes.

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 March 8, 2022.

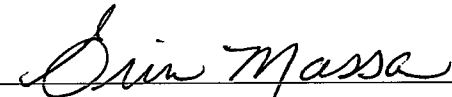
LESSOR:

MASSA HOLDING LIMITED LIABILITY COMPANY, a Utah limited liability company


By: Erin Massa, Member

LESSEE:

HDS UTAH LLC, a Utah limited liability company


By: Erin Massa, Manager/Member

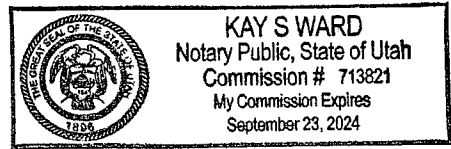
LEASE NOTARY PAGE

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

The foregoing instrument was acknowledged before me this 3/8/2022
by Erin Massa, Member

MASSA HOLDING LIMITED LIABILITY COMPANY, a Utah limited liability company

Kays Ward
Notary Public



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)
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The foregoing instrument was acknowledged before me this 3/8/2022
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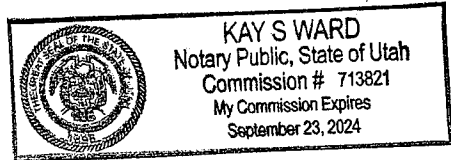


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Beginning 100 feet West from the Southeast corner of Lot 8, Westbrook Estates; thence West 25 feet; thence South 125 feet to North line of 3500 South Street; thence East 25 feet; thence North 125 feet to beginning.

Parcel No.: 15-28-354-042

PARCEL 2:

Beginning 50 feet West from the Southeast corner of Lot 8, Westbrook Estates; thence West 50 feet; thence South 125 feet to North line of 3500 South Street; thence East 50 feet; thence North 125 feet to beginning.

Parcel No.: 15-28-354-043

Less and excepting from Parcels 1 and 2 that portion conveyed in that certain Warranty Deed recorded May 14, 2008 as Entry No. 10427571 in Book 9606, Page 5485, being more particularly described as follows:

A parcel of land in fee, being part of an entire tract of property situate in the SW1/4 SW1/4 of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract in the Northerly right of way line of the existing highway State Route 171 which corner is 577.32 feet East and 33.00 feet North 00 deg. 01'15" East from the Southwest corner of said Section 28, said corner is also 100.20 feet (100 feet by record) West and 125.00 feet South 00 deg. 01'15" West (South by record) and 25.00 feet West from the Southeast corner of Lot 8, Westbrook Estates Subdivision, said corner is also approximately 50.32 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 704+69.85; and running thence North 00 deg. 01'15" East (North by record) 19.04 feet along the Westerly boundary line of said entire tract to a point 69.36 feet perpendicularly distant Northerly from said control line; thence East 75.03 feet along a line parallel with and 52.04 feet perpendicularly distant Northerly from the Southerly section line of said section to a point in the Easterly boundary line of said entire tract which point is 69.36 feet perpendicularly distant Northerly from said control line; thence South 00 deg. 06'40" West (South by record) 19.04 feet along said Easterly boundary line to the Southeast corner of said entire tract; thence West 75.00 feet along said Northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No.: **15-28-354-043, 15-28-354-042**