WHEN RECORDED RETURN TO: Mountain West Small Business Finance 2595 East 3300 South Salt Lake City, Utah 84109 ENT 29850:2024 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 08 12:22 PM FEE 40.00 BY AC
RECORDED FOR 01d Republic Title (Layton)
ELECTRONICALLY RECORDED

Lease

1. <u>Ine Parties and The Property:</u>				
BLOOM PROPERTIES, LLC, a Utah limited liability company				
hereinafter referred to as "Lessor", hereby leases to				
RYAN H BLOHM INSURANCE, INC., a Utah corporation				
hereinafter referred to as "Lessee", all those premises and personal property described in SBA				
Loan Authorization, SBA 504 No. 42430291-01 situate, lying and being in				
Utah County, State of Utah, commonly known as				
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-five (25) years commencing				
May 6, 2024 , for and during the latest of 41-902-0007				
May 6, 2049 or until the SBA 504 Loan under SBA Loan Authorization No.				
42458291-01 is paid in full.				
3. The Lease Payment. Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$15,000.00				
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				

No Sublease or Assignment. The Lessee will not let, underlet, assign the Proper-

Lessee, reasonable use and wear thereof and damage by the elements excepted.

ty, or any part thereof, without the prior written consent of Lessor, which consent will not be

5.

unreasonably withheld.

- 6. <u>Default/Remedies.</u> 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. <u>Utilities, Taxes and Insurance.</u> 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. <u>Maintenance and Repair.</u> 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. <u>Negligence.</u> Each party shall be responsible for losses resulting from negligence or misconduct of himself, his employees or invitees.
- 10. <u>Lessor's Lien.</u> 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.
- No. 42458291-01 ______, 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. <u>No Other Agreements.</u> 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 May 6, 2024
LESSOR: BLOOM BROPERTIES, LLC, a Utah limited liability company By: Jocelin Blahm, Member
LESSEE:
RYAN H BLOHM INSURANCE, INC., a Utah corporation
afts.

By: Ryan H. Blohm, President

LEASE NOTARY PAGE

STATE OF	Utah)			
COUNTY OF	Utah	:ss.)			
The foregoing instrument was acknowledged before me this May 10, 70711					
	PERTIES, LLC, a Utah limited liab	Notary Public			
	V				
STATE OF U	l t ah	JENNIE A CARTER Notary Public, State of Utah Commission # 714681 My Commission Expires October 15: 2024			
COUNTY OF		;ss.)			
The foregoing instrument was acknowledged before me this Nay 1, 2021					
RYAN H BLOHM INSURANCE, INC., a Utah corporation					
- Th	mi a Last	Notary Public			
		JENNIE A CARTER Notary Public, State of Utah Commission # 714681 My Commission Expires October 15, 2024			

EXHIBIT A

File No.: 2483971mgh

LEGAL DESCRIPTION

Lot 7, PLAT "A", HARVEST POINT COMMERCIAL SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, State of Utah.

The following is for informational purposes only: Tax ID No. 41-802-0007