


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

  
ENT 67721:2010 PG 1 of 4  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 AUG 12 3:52 PM FEE 16.00 BY SW  
RECORDED FOR BARTLETT TITLE INSURANCE AG

5 10324

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into August 3, 2010 by and between MARSHALL SCHOUTEN A PROFESSIONAL LIMITED LIABILITY COMPANY, Lessor, and KYLE R. MARSHALL DDS PC, Lessee.

### RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated April 29, 2010 (the "Lease").

B. The Small Business Administration ("SBA") has authorized the guarantee of a debenture to be sold by Mountain West Small Business Finance in the amount of \$706,000.00 to assist Lessor and Lessee pursuant to section 504 of the Small Business Investment Act of 1958, as amended (the "SBA Loan").

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 notwithstanding:

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.

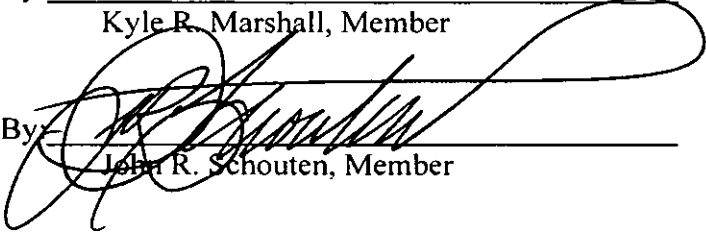
5. The demised premises which is the subject of the Lease consists of all of those premises and real property purchased in connection with the SBA 504 Loan and Authorization referenced above notwithstanding anything to the contrary in the Lease. In the event there is more than one operating company under 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 August 3, 2010.

LESSOR:


MARSHALL SCHOUTEN A PROFESSIONAL LIMITED LIABILITY COMPANY

By:   
\_\_\_\_\_  
Kyle R. Marshall, Member

By:   
\_\_\_\_\_  
John R. Schouten, Member

LESSEE:

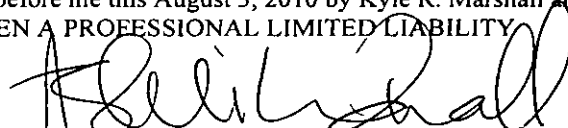
KYLE R. MARSHALL DDS PC

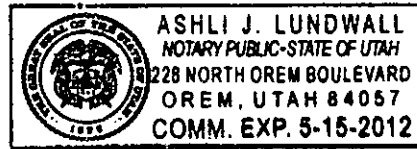
By:   
\_\_\_\_\_  
Kyle R. Marshall, President

LEASE ADDENDUM NOTARY PAGE

STATE OF UTAH )  
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COUNTY OF Utah )

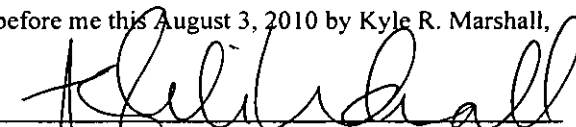
The foregoing instrument was acknowledged before me this August 3, 2010 by Kyle R. Marshall and John R. Schouten, Members, MARSHALL SCHOUTEN A PROFESSIONAL LIMITED LIABILITY COMPANY.

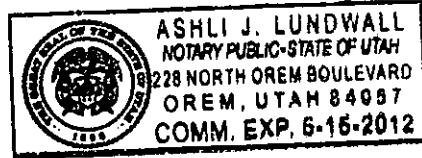
  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
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 )  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this August 3, 2010 by Kyle R. Marshall, President, KYLE R. MARSHALL DDS PC.

  
\_\_\_\_\_  
Notary Public



**Exhibit "A"**

**Property Description**

The land referred to is located in Utah County, State of Utah, and is described as follows:

Unit 2, Plat A, contained within BROOKSIDE CROSSING CONDOMINIUMS, as the same is identified in the recorded Survey Map in Utah County, Utah as Entry No. 143853:2002 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in Utah County, Utah, as Entry No. 143854:2002 of official records (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's common areas as established in the Declaration of Condominium and allowing for periodic alteration both in the magnitude of said undivided ownership interest and in the Composition of the Common Areas and Facilities to which said interest relates.

(35:414:0003)