11743421 10/17/2013 12:07:00 PM \$17.00 Book - 10185 Pg - 8825-8828 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109
5-06-455

# 14-07- せつるーのサ ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this October 1, 2013 between the Lessor and Lessee identified below.

### RECITALS

- A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated May 11, 2012 (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 \$\(\frac{1,045,000.00}{\text{Business Investment Act of 1958, as amended (the "SBA Loan").}\)
- 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 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 October 1, 2013	
LESSOR:	
WARRCO, LLC	
$\mathcal{O}_{1}$	

LESSEE:

PETES DIESEL REPAIR, INC.

By: Patrick J. Warr, President

# LEASE ADDENDUM NOTARY PAGE

STATE OF Uta	,	
COUNTY OF Sa	iss. alt Lake	
The forego	oing instrument was acknowledged before me this Oct. 3, 20	<u> </u>
by Patrick J. Warr, WARRCO LLC		
	Notary Public  JANEL BENTON  Notary Public State of Utah  My Commission Expires on:  October 25, 2016  Comm. Number: 657405	
STATE OF U	Itah	
COUNTY OF S	alt Lake )	
Dataials I Warm	oing instrument was acknowledged before me this \( \frac{1}{2} \).	<u>1013</u>
ОУ	L REPAIR, INC.  Notary Public	
	JANEL BENTON  Notary Public State of Utah  My Commission Expires on: October 25, 2016  Comm. Number: 657405	

#### SCHEDULE A

Order Number: 5-082485

#### LEGAL DESCRIPTION

#### Parcel 1:

A tract of land which is a part and portion of Lot 22, all of Lot 23, Westport Industrial Park Plat 6 as recorded in the Office of the Salt Lake County Recorder and of that certain property described in Book 9849 at Page 3597 and located in the Southeast Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point 297.12 feet North 89°54'09" West along the Section line from the Southeast corner of said Section 2 and running thence North 89°54'09" West 777.27 feet along said Section line to a point on the southerly boundary line of 700 South Street and on a 1042.00 foot radius curve to the left; thence Northeasterly 373.67 feet along said Street and the arc of said curve through a central angle of 20°32'49" (chord bears North 63°30'04" East 371.67 feet) to a point of reverse curvature with a 958.00 foot radius curve to the right; thence Northeasterly 344.33 feet along said Street and the arc of said curve through a central angle of 20°35'38" (chord bears North 63°31'29" East 342.48 feet); thence North 82°06'27" East 138.06 feet along said Street; thence South 00°13'25" East 338.80 feet to the Section line and the POINT OF BEGINNING.

#### Parcel 1A:

Together with an easement estate created in that certain Cross Access, Cross Drainage and Maintenance Reservation, Dedication and Easement recorded June 21, 2012, as Entry No. 11414483, in Book 10028 at Page 1944 being described as follows:

Description of a 15-foot wide Cross Access, Cross Drainage and Maintenance Easement, being more particularly described as follows:

Beginning at a point which is North 89°54'09" West 282.12 feet from the Southeast Corner of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°54'09" West 15.00 feet to the Southwest Corner of the adjusted Lot 22 (Parcel Number 14-02-478-002), recorded as Entry Number 1355311, in Book 10001, at Page 5254-5255, on file with the Salt Lake County Recorder's Office; thence North 00°13'25" West along the Westerly line of said adjusted Lot 22 338.80 feet to the Southerly line of 700 South Street and point of a 948.00 foot radius curve to the right; thence Easterly along said curve a distance of 15.12 feet through a central angle of 0°54'50" (chord bears North 82°33'51" East 15.12 feet) to a point 15.00 feet perpendicularly distant from the Westerly line of said adjusted Lot 22; thence South 00°13'25" East 340.78 feet to the point of beginning

Parcel No.: 14-02-478-004