

Parcel NO. 08-36-126-001,08-36-126-002,08-36-126-003,
08-36-126-004,08-36-126-007,08-36-126-009
BTC: 5-106800

13269019
5/13/2020 2:51:00 PM \$40.00
Book - 10943 Pg - 1930-1935
RASHELLE HOBBS
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

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:

MNA PROPERTIES, LLC, a Utah limited liability company
hereinafter referred to as "Lessor", hereby leases to
MIXTEC NORTH AMERICA, INC.
hereinafter referred to as "Lessee", all those premises and personal property described in SBA
Loan Authorization, SBA 504 No. 41141270-02 situate, lying and being in
Salt Lake County, State of Utah, commonly known as
454 & 476 West 600 North, Salt Lake City, UT 84103
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
April 28, 2020, for and during the latest of
April 28, 2045 or until the SBA 504 Loan under SBA Loan Authorization No.
41141270-02 is paid in full.

3. The Lease Payment. Lessee covenants and agrees to pay Lessor a lease payment
in the sum of \$20,000.00 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. 41141270-02, 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 April 28, 2020.

LESSOR:

MNA PROPERTIES, LLC


By: MIXTEC NORTH AMERICA, INC., Manager, By: Joshua Walden, President

LESSEE:

MIXTEC NORTH AMERICA, INC.


By: Joshua Walden, President

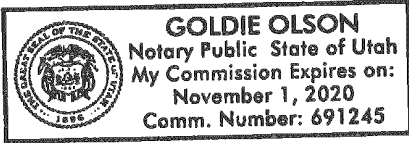
LEASE NOTARY PAGE

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

The foregoing instrument was acknowledged before me this 4/29/20
by MIXTEC NORTH AMERICA, INC., Manager, By: Joshua Walden, President

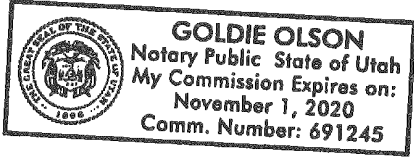
MNA PROPERTIES, LLC
[Signature]
Notary Public

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



The foregoing instrument was acknowledged before me this 4/29/20
by Joshua Walden, President

MIXTEC NORTH AMERICA, INC.
[Signature]
Notary Public



Order No.: 5-106800

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Commencing 60 feet East and 128 feet South from the Northwest Corner of Block 137, Plat "A", Salt Lake City Survey; thence South 532 feet; thence East 92.46 feet; thence North 10 rods; thence West 20 feet; thence North 10 rods; thence East 20 feet; thence North 266 feet; thence Southwesterly 112 feet to beginning.

Parcel No.: 08-36-126-001

PARCEL 2:

Commencing at a point eight (8) rods East of the Southwest Corner of Lot Three (3), Block One Hundred Thirty-Seven (137), Plat "A", Salt Lake City Survey; thence East 1.24 rods; thence North 10 rods; thence West 1.24 rods; thence South 10 rods, to the point of beginning.

Parcel No.: 08-36-126-002

PARCEL 3:

A part of Lot 4, Block 137, Plat "A", Salt Lake City Survey in Salt Lake City, Salt Lake County, Utah, which is more particularly described as follows:

Beginning at a point 67.86 feet West of the Southeast corner of said Lot 4, and running thence West along the South line of said Lot 4, 110.14 feet; thence North parallel to the East line of said Lot 4, 100.0 feet; thence East parallel to the South line of said Lot 4, 110.14 feet; thence South parallel to the East line of said Lot 4, 100.00 feet to the point of beginning.

Parcel No.: 08-36-126-003

PARCEL 4:

A part of Lots 4 and 7, Block 137, Plat "A", Salt Lake City Survey in Salt Lake City, Salt Lake County, Utah, which is more particularly described as follows:

Beginning at the Southeast corner of said Lot 4, and running thence West along the South line of said Lot 4, 67.86 feet; thence North parallel to the East line of said Lot 4, 100.00 feet; thence East parallel to the South lines of said Lots 4 and 7, 88.32 feet; thence South parallel to the West line of said Lot 7, 100.0 feet to the South line of said Lot 7; thence West 20.46 feet to the point of beginning.

Parcel No.: 08-36-126-004

PARCEL 5:

Commencing 9.24 rods East from the Southwest corner of Lot 2, Block 137, Plat "A", Salt Lake City Survey; thence East 12 rods; thence North 20 rods; thence West 12 rods thence South 20 rods to beginning.

Parcel No.: 08-36-126-007

PARCEL 6:

Commencing 18.76 rods West from the Southeast corner of Lot 1, Block 137, Plat "A", Salt Lake City Survey; and running thence North 10 rods; thence East 5 rods; thence South 10 rods; thence West 5 rods to the point of beginning.

Parcel No.: 08-36-126-009

Parcel No.: **08-36-126-001, 08-36-126-002, 08-36-126-003, 08-36-126-004, 08-36-126-007, 08-36-126-009**