WHEN RECORDED RETURN TO: Mountain West Small Business Finance 2595 East 3300 South Salt Lake City, Utah 84109 10813374 10/8/2009 2:56:00 PM \$18.00 Book - 9769 Pg - 5354-5357 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into September 25, 2009 by and between MK LAYTON, L.C., a Utah limited liability company, Lessor, and CHIROPRACTIC PLACE, L.C., Lessee.

RECITALS

- A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated September 5, 2009 (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 \$893,000.00 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 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 September 25, 2009.

LESSOR:

MK LAYTON, L.C.

LESSEE:

CHIROPRACTIC PLACE, L.C.

y: Morte I Idyton Manage

LEASE ADDENDUM NOTARY PAGE

STATE OF UTAH

COUNTY OF Salt Lake	:ss.)		
The foregoing instrument was an Manager, MNOTARY PUBLIC JULIE J. DUNFORD 3385 Birch Circle Salt Lake City, Utah 84109 My Commission Expires April 17, 2011 STATE OF UTAH	eknowled _.	ged before me this September 25, 2009 by Monte J. Lay Notary Public	ton,
STATE OF UTAH COUNTY OF Salt Lake) :ss.)		
The foregoing instrument was at Manager, CHIROPRACTIC PLACE, L. NOTARY PUBLIC JULIE J. DUNFORD 3385 Birch Circle Salt Lake City, Utan 84109 My Commission Expires		notary Public	ton,
April 17, 2011 STATE OF UTAH		V	

SCHEDULE A

Order Number: 5-055249

LEGAL DESCRIPTION

Parcel 1:

Beginning 636.6 feet West and 768.62 feet South from the center of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence North 78°41'24" West 118.23 feet, more or less; thence South 48°24'42" West 86.29 feet; thence South 100 feet; thence East 99 feet, more or less; thence North 131.5 feet; thence East 85 feet to the point of beginning.

Parcel 2:

Beginning in the center of a 33 foot right of way, 6740 South, South 0°01'30" East 977.97 feet and 212.0 feet, East from a Salt Lake County Monument at the intersection of 900 East and 6600 South Streets, said point also being 897.6 feet South and 1921.23 feet East of the West one quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North .131.5 feet; thence East 85.0 feet; thence South 131.5 feet, to the center of the aforesaid 33 foot right of way; thence West 85.0 feet to the point of beginning.

Subject to the right of way described below

Beginning in the center of a 33 foot right of way at a point South 0°02'East 978.00 feet and 61.0 feet East of the Salt Lake County Survey Monument at the intersection of 6600 South and 900 East Streets; and point also being 897.54 feet South and 1770.37 feet East of West one quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 7°00' East 16.62 feet; thence East 717.25 feet; thence North 156.70 feet; thence East 645.12 feet; thence South 24.75 feet; thence West 612.12. feet; thence South 164.94 feet; thence West 754.31 feet; thence North 7°00' East 16.62 feet to the point of beginning.

Parcel 3:

Beginning 820.6 feet West and 907.5 feet South from the center of Section 20, Township 2 South, Range 1 East, Salt Lake Meridian; thence West 35 feet; thence North 201.16 feet; thence South 66°12'23" East 108.73 feet; thence South 48°24'42" West 86.29 feet; thence South 100 feet, more or less, to the point of beginning.

Parcel No.: 22-20-327-001, 22-20-327-002, 22-20-327-015

Commitment Refi – First American Title Co. Backman Title Services Ltd.