

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

11427719  
 7/11/2012 12:38:00 PM \$18.00  
 Book - 10034 Pg - 7936-7939  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 MORGAN TITLE & ESCROW  
 BY: eCASH, DEPUTY - EF 4 P.

## ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this June 29, 2012 between the Lessor and Lessee identified below.

### RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated August 16, 2011 (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 \$ 275,000.00 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 June 29, 2012

LESSOR:

SHARPER HOLDING COMPANY LLC

\_\_\_\_\_  
By: Spence D. Harper, Member

LESSEE:

DR. SPENCE D. HARPER, P.C.

\_\_\_\_\_  
By: Spence D. Harper, President



EXHIBIT "A"

Unit 102, and designated parking stalls P-3, P-4, P-5 contained within the 999 MURRAY HOLLADAY CENTER - AMENDED, a Utah Condominium Project, as identified in the Record of Survey Map recorded September 5, 2008 as Entry No. 10514295, in Book 2008P, at Page 220 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of 999 MURRAY HOLLADAY CENTER, recorded November 20, 2007, as Entry No. 10280885, in Book 9539, at Page 5447 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or supplements thereto.

Together with easement, rights and privileges created by that certain Cross Easement Agreement dated December 12, 2005 by and between 999 Associates, L.L.C. and 1011, L.L.C., recorded January 13, 2006 as Entry No. 9609994, in Book 9243, at Page 4374 of Official Records, being more particularly described as follows:

Easement for ingress and egress 24 feet wide, 12 feet on each side of the following described centerline:

Beginning South 89° 50' 14" West 40.64 feet from the Southeast Corner of Lot 1, Moon River Subdivision, said point being on the South boundary line of said Lot 1 and running thence North 247.50 feet to a point of curvature; thence along said 47.00 foot radius curve to the left through a central angle of 44° 16' 16" an arc distance of 36.32 feet; thence North 44° 16' 16" West 32.50 feet to the North boundary line of said Lot 1

*Tax ID: 22-08-129-002*