



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

ENT 39154:2019 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 May 06 10:00 am FEE 18.00 BY SW
RECORDED FOR BARTLETT TITLE INSURANCE AG

Lease

1. The Parties and The Property:

BMRE ENTERPRISES LLC, a Utah limited liability company
hereinafter referred to as "Lessor", hereby leases to
WESTERN BURGER HOSPITALITY, LLC
hereinafter referred to as "Lessee", all those premises and personal property described in SBA
Loan Authorization, SBA 504 No. 35766370-02 situate, lying and being in
Utah County, State of Utah, commonly known as
943 N. 700 E., Spanish Fork, UT 84660

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 30, 2019, for and during the latest of

April 30, 2044 or until the SBA 504 Loan under SBA Loan Authorization No.

35766370-02 is paid in full.

3. The Lease Payment. Lessee covenants and agrees to pay Lessor a lease payment
in the sum of \$29,000.00 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, Plumbing Equipment L, Heating and Air Conditioning Equipment L, Electrical 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. 35766370-02, 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 30, 2019.

LESSOR:

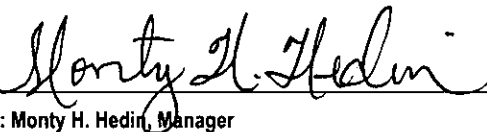
BMRE ENTERPRISES LLC



By: Monty H. Hedin, Manager

LESSEE:

WESTERN BURGER HOSPITALITY, LLC



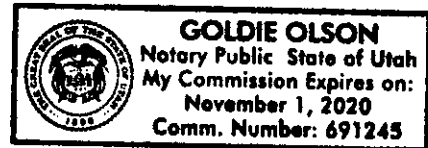
By: Monty H. Hedin, Manager

LEASE NOTARY PAGE

STATE OF Utah)
)
:SS.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 4/30/2019
by Monty H. Hedin, Manager

BMRE ENTERPRISES LLC
[Signature]
Notary Public



STATE OF Utah)
)
:SS.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 4/30/2019
by Monty H. Hedin, Manager

WESTERN BURGER HOSPITALITY, LLC
[Signature]
Notary Public

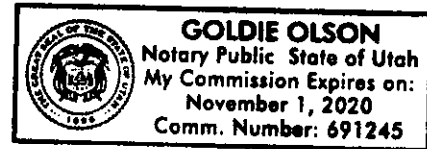


Exhibit "A"

Property Description

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

Lot 2, Phase 2, CANYON CREEK SHOPPING CENTER SUBDIVISION, Spanish Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah.

Reciprocal easements and rights-of-way as granted and conveyed by that certain Declaration of Restrictions and Cross-Easement Agreement recorded July 31, 2014, as Entry No. 53290:2014 and in that certain Declaration of Restrictions and Cross-Easement Agreement recorded August 28, 2014, as Entry No. 61194:2014, Utah County Recorder's Office, Utah.

(65:396:0002)