

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

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4/4/2007 11:08:00 AM \$17.00
Book - 9445 Pg - 3092-3095
Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 4 P.

Lease

16-33-178-016

1. **The Parties and The Property.** HWM, LLC, a Utah limited liability company, hereinafter referred to as "Lessor", hereby leases to Herald R. Clark, D.D.S., P.C. hereinafter referred to as "Lessee", all those premises situate, lying and being in the County of Salt Lake, State of Utah, commonly known as 3643 South Highland Drive, Salt Lake City, Utah 84106 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 appurtenances, unto the Lessee for a term of approximately twenty (20) years commencing March 26, 2007, for and during the latest of March 26, 2027 or until the SBA 504 Loan under SBA Loan Authorization No. 25717860-01 is paid in full.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$3,000.00 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 Property, 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 Insur-
ance 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

286766-55

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. 25717860-01, 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 March 26, 2007.

LESSOR:

HWM, LLC

By: 

Herald R. Clark, Manager

By: 

Jennifer S. Clark, Manager

LESSEE:

HERALD R. CLARK, D.D.S., P.C.

By: 

Herald R. Clark, President

LEASE NOTARY PAGE

STATE OF Utah

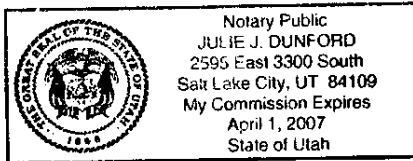
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COUNTY OF Salt Lake

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The foregoing instrument was acknowledged before me this March 26, 2007 by Herald R. Clark and Jennifer S. Clark , Managers, HWM, LLC.



Julie J. Dunford
Notary Public

STATE OF Utah

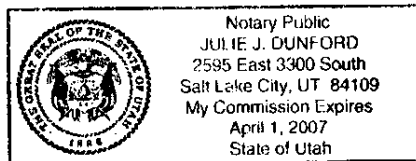
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COUNTY OF Salt Lake

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The foregoing instrument was acknowledged before me this March 26, 2007 by Herald R. Clark, President, Herald R. Clark, D.D.S., P.C.



Julie J. Dunford
Notary Public

EXHIBIT 'A'

File No.: NCS-286766-SLC (JS)

03/22/2007

Property: 3643 South Highland Drive, Salt Lake City, UT 84106

Beginning at a point on the Easterly R.O.W. line of Highland Drive, said point being 688.93 feet North 24°48'32" West and 33.00 feet North 65°11'28" East from the Salt Lake County monument at the intersection of Highland Drive and Siggard Avenue and running thence East 61.48 feet to a 1" iron pipe at the corner of Lots one and two, Millbrook Subdivision; thence along said subdivision boundary South 37° East 176.88 feet to a 1" iron pipe with cap at an angle point on said subdivision boundary line; thence along said subdivision boundary South 53°09' East 41.41 feet to a 5/8 inch rebar with plastic cap stamped L.S. 5661 at the corner of Lots 3 and 4 of said Millbrook Subdivision; thence along said subdivision boundary South 82°30' East 15.32 feet; thence South 43°30'40" East 16.14 feet; thence South 88°31'20" West 142.6 feet to the Easterly R.O.W. line of Highland Drive; thence along said Easterly R.O.W. line North 24°48'32" West 202.14 feet to the point of beginning.

Less and Excepting the Following:

A Parcel of land in fee for the widening and reconstruction of Highland Drive, a Salt Lake County Project, being part of an entire tract of property, situate in the Southeast ¼ Northwest ¼ Section 33, Township 1 South, Range 1 East Salt Lake Base and Meridian, the boundaries of said parcel are described as follows:

Beginning at the Northwest Corner of said entire tract, said point being 209.988 meters (688.93 feet) North 24°48'32" West along the Monument line of Highland Drive and 10.058 meters (33.00 feet) North 65°11'28" East from the Salt Lake County Monument at the Intersection of said Highland Drive and Siggard Drive, and running thence East 2.910 meters (9.55 feet) to a point 11.250 meters (36.91 feet) radially distant easterly from the centerline of said project; thence Southeasterly 60.935 meters (199.92 feet) along the arc of a 1638.750 meter (5376.41 foot) radius curve to the left, concentric with said centerline (chord bears South 23°27'57" East 60.931 meters [199.90 feet]); thence South 88°31'20" West 1.322 meters (4.34 feet); thence North 24°48'32" West 61.612 meters (202.14 feet) to the point of beginning.

A.P.N. 16-33-178-016-0000

Initials: _____