

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

10727100  
6/11/2009 4:30:00 PM \$17.00  
Book - 9734 Pg - 6179-6182  
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 June 2, 2009 by and between YELLOWSTONE CARE, LLC, a Utah limited liability company, Lessor, and RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC, Lessee.

### **RECITALS**

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated June 1, 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 \$1,500,000.00 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 2, 2009.


LESSOR:


YELLOWSTONE CARE, LLC

By:   
Barrett Spek, Manager

LESSEE:

RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC

By:   
Amelinda Spek, Manager

By:   
Barrett Spek, Manager

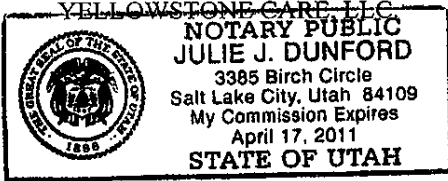
LEASE ADDENDUM NOTARY PAGE

STATE OF UTAH )

COUNTY OF Salt Lake )

:ss.

The foregoing instrument was acknowledged before me this June 2, 2009 by Barrett Spek, Manager,



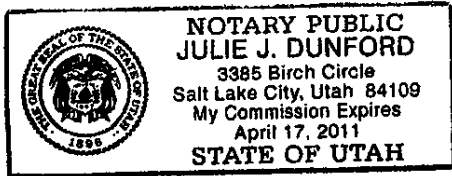
Notary Public

STATE OF UTAH )

COUNTY OF Salt Lake )

:ss.

The foregoing instrument was acknowledged before me this June 2, 2009 by Amelinda Spek and Barrett Spek, Managers, RIVERTON TRANSITIONAL REHABILITATION CENTER, LLC.



Notary Public

## **SCHEDULE A**

Order Number: **5-051380**

### **LEGAL DESCRIPTION**

#### **PARCEL 1:**

Lot 2, Riverton Care Center Subdivision, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

#### **PARCEL 1A:**

Subject to and together with a Cross Access Easement as set forth on the plat of Riverton Care Center Subdivision recorded May 24, 2007 as Entry No. 10111229 in Book 2007P at Page 216 and being described as follows:

A 25.00' wide cross access easement, 12.50 feet on each side of the following described centerline:

Beginning at a point on the South line of 12600 South Street said point being North 89 deg. 53'40" East 1189.03 feet and South 00 deg. 06'20" East 71.88 feet from the North quarter corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00 deg. 06'20" East 298.91 feet; thence South 89 deg. 53'40" West 97.00 feet; thence South 00 deg. 06'20" East 79.83 feet; thence South 14 deg. 53'10" West 57.29 feet to the point of termination.

Parcel No.: **27-32-202-002**