12216104 2/3/2016 11:23:00 AM \$17.00 Book - 10400 Pg - 3697-3700 Gary W. Ott Recorder, Salt Lake County, UT **BACKMAN TITLE SERVICES** BY: eCASH, DEPUTY - EF 4 P.

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

5-01791

21-01-476-030 ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this January 27, 2016 between the Lessor and Lessee identified below.

RECITALS

	A. :	Lessor	and Lessee have heretot	ore exec	cuted and	entered	into a o	certain l	Lease A	greement
dated_	J <u>une</u>	1, 2015	, , , , , , , , , , , , , , , , , , ,	(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 \$ 227,000.00 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

Page 1 of 3

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 January 27, 2016

LESSOR:

JDP PROPERTIES LLC

By: Jeffrey D. Peterson, Member

UTAH STORAGE SERVICES LLC

By: Jeffrey D. Reterson, Member

LEASE ADDENDUM NOTARY PAGE

STATE OF Utah	1	,
STITLE OF Glan) :ss.	
COUNTY OF Salt Lake)	
		بامصان
The foregoing instrument was	acknowledged before	me this LIIIb
by Jeffrey D. Peterson, Member		
JDP PROPERTIES, LLC	rd_	
	Notary Public	Notary Public State of Utah My Commission Expires on: May/26,2019
		JULIE J. DUNFORD
		Notary Public State of Utah
CTLATE OF		My Commission Expires on: May 26, 2019
STATE OF Utah)	Comm. Number: 681789
COUNTY OF Salt Lake	:ss.	
,		1 1
The foregoing instrument was	acknowledged before	me this 1/27/16
by Jeffrey D. Peterson, Member		
UTAH STORAGE SERVICES LLC		
men or but	<u> </u>	JULIE J. DUNFORD
	Notary Public	Notary Public State of Utah
()		My Commission Expires on: May 26, 2019
•		Comm. Number: 681789

Order No.: 5-091781

EXHIBIT "A"

LEGAL DESCRIPTION

Part of Lot 2A, Western States Lot Split Amended Lot 2.

More particularly described as: Beginning at the Northeast corner of Lot 2 of the Western States Lot Split Plat; thence South 00 deg. 35'43" East 117.13 feet along the East line of said Lot 2; thence North 88 deg. 48'43" West 230.96 feet; thence North 00 deg. 57'59" East 86.31 feet; thence North 88 deg. 53'09" West 85.43 feet; thence North 4 deg. 16'26" West 30.18 feet to the Northwest corner of said Lot 2; thence South 88 deg. 58'14" East 318.39 feet along the North line of said Lot 2 to the point of beginning.

Less and excepting:

A portion of land in fee for the "FrontRunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Quit Claim Deed, recorded September 18, 1998 as Entry No. 7091508, situate in the South half of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point on the East line of the Union Pacific Railroad and at the Northwest corner of the Grantor's property, said point being North 796.23 feet and East 1,322.45 feet from the South quarter corner of said Section 1; thence South 88 deg. 58'14" East 1.75 feet along the North line of the Grantor's property; thence South 04 deg. 16'14" East 30.18 feet to a point on the South line of the Grantor's property; thence North 88 deg. 53'09" West 1.75 feet along said South line to said East line of the Union Pacific Railroad; thence North 04 deg. 15'46" West 30.18 feet along said East line of the Union Pacific Railroad to the point of beginning.

Parcel No.: 21-01-476-030