

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

12422792  
11/29/2016 2:19:00 PM \$17.00  
Book - 10505 Pg - 2721-2724  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BARTLETT TITLE INS AGCY  
BY: eCASH, DEPUTY - EF 4 P.

## **ADDENDUM TO LEASE AGREEMENT**

This Agreement is entered into this November 22, 2016 between the Lessor and Lessee identified below.

### **RECITALS**

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated October 19, 2016 (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 \$955,000.00 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 percent 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

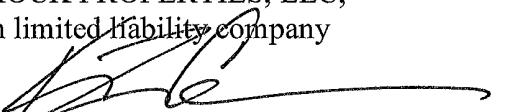
504 Loan together with an amount necessary to cover taxes and assessments, utilities and insurance and a repair/replacement reserve. The lease payment shall be reduced to the extent that it is in excess of the amount needed to meet the debt service and expenses. In the event there is more than one operating 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.

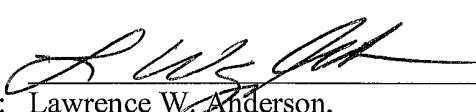
5. The demised premises which is the subject of the Lease consists of all of those premises and real property purchased in connection with the SBA 504 Loan and Authorization referend above notwithstanding anything to the contrary in the Lease. In the event there is more than one operating company under 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 November 22, 2016

LESSOR:

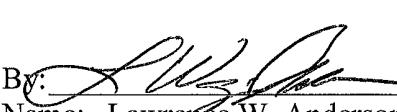
BIG ROCK PROPERTIES, LLC,  
a Utah limited liability company

By:   
Name: Kimball T. Anderson,  
aka Torrey Anderson  
Its: Member

By:   
Name: Lawrence W. Anderson,  
aka L. Wayne Anderson  
Its: Member

LESSOR:

Ridge Rock, Inc.,  
a Utah corporation

By:   
Name: Lawrence W. Anderson,  
aka L. Wayne Anderson  
Its: President

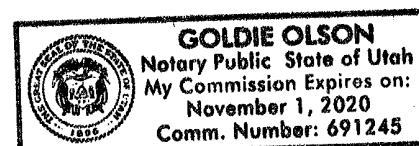
**LEASE ADDENDUM  
NOTARY PAGE**

STATE OF UTAH )  
: ss  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2016, by Kimball T. Anderson, aka Torrey Anderson, a Member of BIG ROCK PROPERTIES, LLC.

  
Notary Public

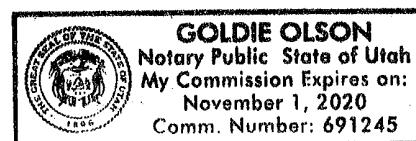
STATE OF UTAH )  
: ss  
COUNTY OF Salt Lake )



The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2016, by Lawrence W. Anderson, aka L. Wayne Anderson, a Member of Ridge Rock, Inc..

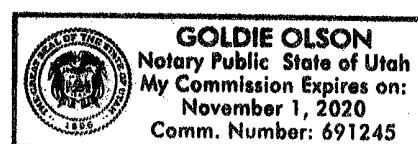
erson, a Member of Ridge R  
Goldie  
Notary Public

STATE OF UTAH )  
COUNTY OF Salt Lake ) : ss



The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2016, by Lawrence W. Anderson, aka L. Wayne Anderson, a Member of BIG ROCK PROPERTIES, LLC.

Aldo Difesa  
Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The following real property is located in Salt Lake County, Utah:

Beginning at a point which is West 2227.23 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°05'10" West 541.05 feet (540.247 feet by deed); thence South 89°36'28" West 409.59 feet; thence North 00°59'54" East 499.60 feet (498.89 feet by deed); thence North 84°12'50" East 142.07 feet (143.4 feet by deed); thence North 30.00 feet; thence East 260.35 feet (260.353 feet by deed) to the point of beginning.

Together with a 50 foot private right of way described as follows: Beginning at a point which is West 2512.45 feet and South 32.52 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 49°13'42" West 155.87 feet; thence South 00°59'54" West 1276.67 feet; thence North 89°00'06" West 50.00 feet; thence North 00°59'54" East 1299.03 feet; thence North 49°13'42" East 106.84 feet; thence North 84°12'50" East 87.18 feet to the point of beginning.

Less and excepting that portion of land conveyed to City of Bluffdale by that certain Warranty Deed recorded January 20, 2015 as Entry No. 12208854 in Book 10396 at Page 9118.

Parcel No. 33-11-402-002