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6/4/2020 4:33:00 PM \$40.00
Book - 10955 Pg - 6517-6520
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 4 P.

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

177278

16-33-153-014 **ADDENDUM TO LEASE AGREEMENT**

This Agreement is entered into this May 19, 2020 between the Lessor and Lessee identified below.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated May 8, 2020 (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 \$1,462,000.00 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 May 19, 2020.

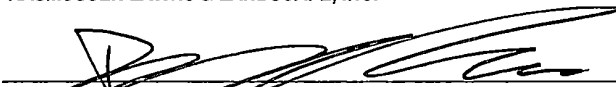
LESSOR:

MILLCREEK CENTER SHOPS, LLC


By: David M. Rasmussen, Member

LESSEE:

RASMUSSEN LAWNS & LANDSCAPE, INC.

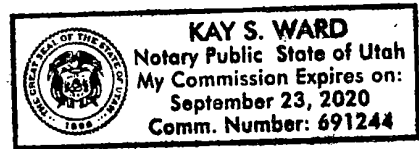

By: David M. Rasmussen, President

LEASE ADDENDUM
NOTARY PAGE

STATE OF Utah)
)
) :ss.
)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 5/19/2020

by David M. Rasmussen, Member
MILLCREEK CENTER SHOPS, LLC
Kay S. Ward
Notary Public



STATE OF Utah)
)
) :ss.
)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 5/19/2020

by David M. Rasmussen, President
RASMUSSEN LAWNS & LANDSCAPE, INC.
Kay S. Ward
Notary Public

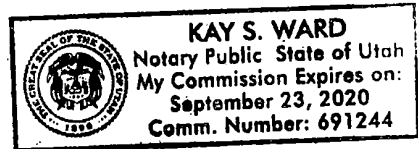


EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 177278

BEGINNING AT A POINT THAT IS 942.01 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14, BLOCK 23, TEN ACRE PLAT "A", BIG FIELD SURVEY; SAID POINT ALSO BEING SOUTH 1763.65 FEET AND WEST 1185.88 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT IS ALSO BEING NORTH 24°48'32" WEST 511.96 FEET AND NORTH 89°50'00" WEST 44.10 FEET FROM A SALT LAKE COUNTY MONUMENT IN THE INTERSECTION OF HIGHLAND DRIVE AND SIGGARD DRIVE; AND RUNNING THENCE NORTH 89°55'00" WEST 377.61 FEET; THENCE NORTH 00°58'00" EAST 317.60 FEET; THENCE SOUTH 88°01'12" EAST 228.74 FEET; THENCE SOUTH 24°48'32" EAST 342.34 FEET TO THE POINT OF BEGINNING.