

Parcel No. 16-06-205-008,16-06-205-009  
BTC:5-110052

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12/11/2020 1:49:00 PM \$40.00  
Book - 11078 Pg - 7079-7083  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 5 P.

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

### Lease

**1. The Parties and The Property:**

NEIL O'DONNELL FUNERAL HOME, LLC, a Utah limited liability company  
hereinafter referred to as "Lessor", hereby leases to  
WISCOMBE MEMORIAL, LLC  
hereinafter referred to as "Lessee", all those premises and personal property described in SBA  
Loan Authorization, SBA 504 No. 96268270-07 situate, lying and being in  
Salt Lake County, State of Utah, commonly known as  
372 East 100 South, Salt Lake City, UT 84111  
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 appurte-  
nances, unto the Lessee for a term of approximately twenty-five (25) years commencing

December 1, 2020, for and during the latest of

December 1, 2045 or until the SBA 504 Loan under SBA Loan Authorization No.

96268270-07 is paid in full.

**3. The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment  
in the sum of \$15,000.00 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 Proper-  
ty, 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 Insurance 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, Plumb-  
ing Equipment L, Heating and Air Conditioning Equipment L, Electrical  
Equipment L, Light 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. 96268270-07, 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 December 1, 2020.

LESSOR:

NEIL O'DONNELL FUNERAL HOME, LLC

  
By: Shawn D. Wiscombe, Member

LESSEE:

WISCOMBE MEMORIAL, LLC

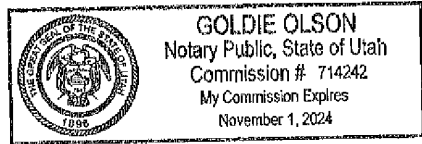
  
By: Shawn D. Wiscombe, Member

LEASE NOTARY PAGE

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

The foregoing instrument was acknowledged before me this 12/1/2020  
by Shawn D. Wiscombe, Member

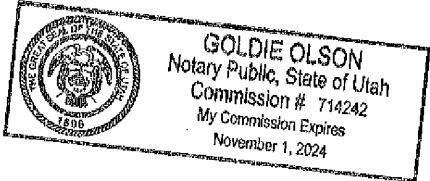
NEIL O'DONNELL FUNERAL HOME, LLC  
*Goldie Olson*  
Notary Public



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

The foregoing instrument was acknowledged before me this 12/1/2020  
by Shawn D. Wiscombe, Member

WISCOMBE MEMORIAL, LLC  
*Goldie Olson*  
Notary Public



Order No.: 5-110052

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Parcel 1:

Commencing at the Northeast corner of Lot 6, Block 50, Plat "B", Salt Lake City Survey; and running thence West 104 ½ feet; thence South 6 rods; thence South 72°00'00" West 3.2 rods; thence South 3 rods; thence East 35.2 feet; thence North 2.8 rods; thence North 40°47'00" East 0.4 rods; thence East 7 rods; thence North 7 rods to the place of beginning.

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Parcel 2:

Commencing at the Southeast corner of Lot 6, Block 50, Plat "B", Salt Lake City Survey; and running thence North 3 rods; thence West 7 rods; thence South 40°47'00" West 0.4 rods; thence South 2.8 rods; thence East 7.2 rods to the place of beginning.

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