

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

13906504 B: 11314 P: 4132 Total Pages: 5
03/08/2022 12:34 PM By: ggasca Fees: \$40.00
ADDEND- ADDENDUM
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MOUNTAIN VIEW TITLE - OGDEN
5732 S 1475 E STE 100 OGDEN, UT 844037006

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into March 1, 2022 by and between NOYESNO, LLC, a Utah limited liability company, Lessor, and SKG MANAGEMENT, LLC, 801 TOWING LLC, and LEGACY TOWING, INC., collectively Lessee.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated March 1, 2022 (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 \$578,000.00 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 March 1, 2022.

LESSOR:

NOYESNO, LLC, a Utah limited liability company

By: 
Dustin C. Grimnes, Manager

LESSEE:

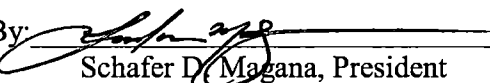
SKG MANAGEMENT, LLC, a Utah limited liability company

By: 
MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager

801 TOWING LLC, a Utah limited liability company

By: 
MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager

LEGACY TOWING, INC., a Utah corporation

By: 
Schafer D. Magana, President

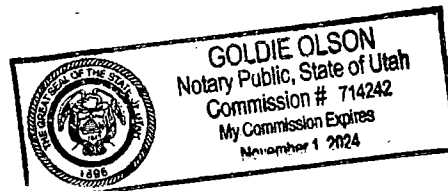
LEASE ADDENDUM NOTARY PAGE

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

The foregoing instrument was acknowledged before me this March 1, 2022 by Dustin C. Grimnes, Manager, NOYESNO, LLC, a Utah limited liability company.

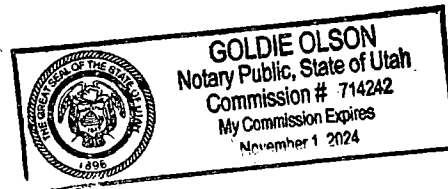
Goldie Olson
Notary Public

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



The foregoing instrument was acknowledged before me this March 1, 2022 by SKG MANAGEMENT, LLC, By: MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager.

Goldie Olson
Notary Public



LEASE ADDENDUM NOTARY PAGE

STATE OF UTAH)

COUNTY OF Salt Lake)

:ss.

The foregoing instrument was acknowledged before me this March 1, 2022 by 801 TOWING LLC, By: MAGANA INVESTMENTS, LLC, Member, By: Schafer D. Magana, Manager.

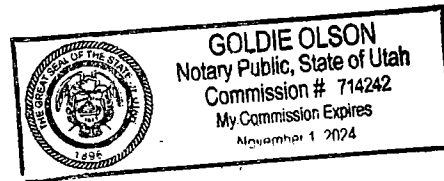
[Signature]

Notary Public

STATE OF UTAH)

COUNTY OF Salt Lake)

:ss.



The foregoing instrument was acknowledged before me this March 1, 2022 by LEGACY TOWING, INC., By: Schafer D. Magana, President.

[Signature]

Notary Public

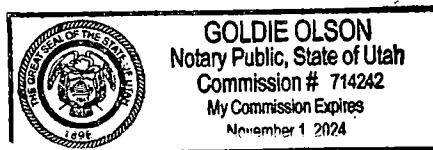


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT NORTH 00°07'30" WEST 856.34 AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 856.34 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°55'45" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 71.25 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 71.25 TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT NORTH 00°07'30" WEST 927.59 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°55'45" WEST 2614.73 FEET AND NORTH 00°07'30" WEST 927.59 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89°58'55" EAST 558.18 FEET; THENCE NORTH 00°07'30" WEST 12.41 FEET; THENCE NORTH 89°58'55" WEST 558.18 FEET; THENCE SOUTH 00°07'30" EAST 12.41 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING NORTH 00°07'30" WEST 856.34 FEET AND SOUTH 89°55'45" EAST 33 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, THENCE SOUTH 89°55'45" EAST 7 FEET; THENCE NORTH 00°07'30" WEST 83.66 FEET; THENCE NORTH 89°58'55" WEST 7 FEET; THENCE SOUTH 00°07'30" EAST 83.66 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT WHICH IS NORTH 00°07'30" WEST 1055.86 FEET ALONG THE SECTION LINE AND SOUTH 89°55'45" EAST 40.00 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 83.89 FEET; THENCE SOUTH 00°08'50" EAST 35.91 FEET; THENCE NORTH 89°51'10" EAST 30.75 FEET; THENCE SOUTH 00°07'20" EAST 79.17 FEET, THENCE SOUTH 89°58'55" WEST 114.65 FEET; THENCE NORTH 00°07'30" WEST 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3A:

TOGETHER WITH THE FOLLOWING DESCRIBED SURFACE DRAINAGE EASEMENT: BEGINNING AT A POINT WHICH IS NORTH 1023.45 FEET AND EAST 152.41 FEET FROM THE CENTER OF SECTION 29 (HISTORICALLY SECTION 9), TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°58'55" EAST 93.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 37.00 FEET; THENCE SOUTH 89°58'55" EAST 68.00 FEET; THENCE SOUTH 00°01'05" WEST 10.00 FEET; THENCE NORTH 89°58'55" WEST 92.86 FEET; THENCE NORTH 00°07'20" WEST 57.00 FEET TO THE POINT OF BEGINNING.