



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

E# 3091801 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
08-Oct-20 0412 PM FEE \$40.00 DEP TN
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into this September 30, 2020 between the Lessor and Lessee identified below.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated September 1, 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 \$963,000.00 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.

01-010-0060

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 September 30, 2020.

LESSOR:

WASHINGTON 2650 LLC



By STOCKING HOLDINGS, LLC, Manager, By: Jay B. Stocking, Manager

LESSEE:

SIERRA HOMES CONSTRUCTION, INC.



By: Jay B. Stocking, President

**LEASE ADDENDUM
NOTARY PAGE**

STATE OF Utah)
)
:ss.
COUNTY OF Box Elder)

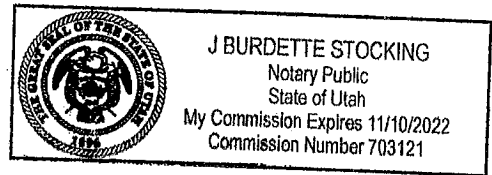
The foregoing instrument was acknowledged before me this 30 day September 2020

by STOCKING HOLDINGS, LLC, Manager, By: Jay B. Stocking, Manager

WASHINGTON 2650 LLC

J B Stocking

Notary Public



STATE OF Utah)
)
:ss.
COUNTY OF Box Elder)

The foregoing instrument was acknowledged before me this 30 day September 2020

by Jay B. Stocking, President

SIERRA HOMES CONSTRUCTION, INC.

J B Stocking

Notary Public

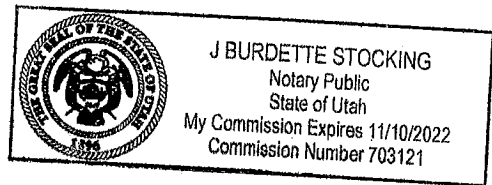


EXHIBIT "A"

PARCEL 1:

PART OF LOT 3, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 304 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12, AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 3, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 264 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12 AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12 PLAT A OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 224 FEET EAST OF THE NORTHWEST CORNER OF LOT 5 IN SAID BLOCK 12 AND RUNNING THENCE EAST 40 FEET, THENCE NORTH 85 FEET, THENCE WEST 40 FEET, THENCE SOUTH 85 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH 184 FEET EAST OF THE NORTHWEST CORNER OF LOT 5, IN SAID BLOCK 12, THENCE RUNNING NORTH 85 FEET, THENCE EAST 40 FEET, THENCE SOUTH 85 FEET, THENCE WEST 40 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT A POINT 95 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 5, IN SAID BLOCK 12, AND RUNNING THENCE SOUTH 15 FEET, THENCE EAST 398 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 3, IN SAID BLOCK 12, THENCE NORTH 15 FEET, THENCE WEST 396 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ALSO: PART OF LOT 4, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 144 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, IN SAID BLOCK 12, AND RUNNING THENCE NORTH 79 FEET, THENCE NORTH 45° EAST 8.48 FEET, THENCE EAST 34 FEET, THENCE SOUTH 85 FEET, THENCE WEST 40 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 5, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5 AND RUNNING THENCE SOUTH 95 FEET, THENCE EAST 132 FEET, THENCE NORTH 95 FEET, THENCE WEST 132 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOTS 6 & 7, BLOCK 12, PLAT A, OGDEN CITY SURVEY: COMMENCING AT A POINT 4 RODS NORTH OF THE SOUTHWEST CORNER OF LOT 6, BLOCK 12, PLAT A, OGDEN CITY SURVEY, AND RUNNING THENCE SOUTH 66 FEET, THENCE EAST 264 FEET, THENCE NORTH 66 FEET, THENCE WEST 264 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 7, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 4 RODS NORTH AND 18 FEET 3 INCHES EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING ON THE EAST WALL OF J E BROWNING BUILDING NOW LOCATED THEREON, RUNNING THENCE EAST 113 FEET 9 INCHES, MORE OR LESS TO THE EAST LINE OF SAID LOT, THENCE NORTH 4 FEET, THENCE WEST 113 FEET 9 INCHES, MORE OR LESS, TO THE SAID WALL, THENCE SOUTH ALONG SAID WALL 4 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 8, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 260 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 8, RUNNING THENCE SOUTH 70 FEET, THENCE EAST 70 FEET, THENCE NORTH 70 FEET, THENCE WEST 70 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOT 8, BLOCK 12, PLAT A, OGDEN CITY SURVEY: BEGINNING AT A POINT 187 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 8, RUNNING THENCE SOUTH 143 FEET, THENCE WEST 62 FEET, THENCE NORTH 143 FEET, THENCE EAST 62 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF LOTS 3, 4 AND 5, BLOCK 12, PLAT A, OF OGDEN CITY SURVEY: BEGINNING AT A POINT 95 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 12, PLAT A, OGDEN CITY SURVEY: AND RUNNING THENCE EAST 12 FEET, THENCE NORTH 85 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO A POINT 12 FEET WEST OF THE EAST HALF OF LOT 3, BLOCK 12 THENCE SOUTH 85 FEET, THENCE EAST 12 FEET, THENCE NORTH 95 FEET, THENCE WEST 264 FEET, MORE OR LESS, TO A POINT NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH 95 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

A RIGHT OF WAY AS DISCLOSED CERTAIN ORDER RECORDED MAY 25, 1989 ENTRY NO. 1079627 IN BOOK 1561 AT PAGE 1755 OF OFFICIAL RECORDS: PART OF LOTS 8 & 9, BLOCK 12, PLAT A, OF OGDEN CITY SURVEY, BEGINNING AT A POINT 6 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 9 AND RUNNING THENCE SOUTH 300 FEET, THENCE EAST 6 FEET, THENCE SOUTH 30 FEET, TO THE SOUTH LINE OF SAID LOT 9, THENCE WEST 18 FEET, THENCE NORTH 330 FEET TO THE NORTH LINE OF SAID LOT 8, THENCE EAST 12 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

A PERPETUAL RIGHT OF WAY AS DISCLOSED CERTAIN WARRANTY DEED RECORDED JANUARY 12, 2004 ENTRY NO. 2004470 FOR ALL PURPOSES OVER AND UPON THE FOLLOWING TRACTS OF LAND, TO WIT: BEGINNING AT A POINT 95 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF LOT 5 IN SAID BLOCK 12, PLAT A, OF OGDEN CITY SURVEY AND RUNNING THENCE EAST 12 FEET, THENCE NORTH 79 FEET THENCE NORTH 45° EAST 8.48 FEET, THENCE EAST 228 FEET, MORE OR LESS, TO A POINT 18 FEET WEST OF THE EAST LINE OF LOT 3 IN SAID BLOCK 12, THENCE SOUTH 45° EAST 8.48 FEET THENCE SOUTH 79 FEET, THENCE EAST 12 FEET, THENCE NORTH 95 FEET, THENCE WEST 264 FEET, MORE OR LESS, TO A POINT ON THE NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH 95 FEET TO THE PLACE OF BEGINNING