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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: LDW, DEPUTY - WI 4 P.

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

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Lease

1. **The Parties and The Property.** MSB Partners, LLC, a Utah limited liability company , hereinafter referred to as "Lessor", hereby leases to Commercial Lighting Supply, Inc. hereinafter referred to as "Lessee", all those premises situate, lying and being in the County of Salt Lake, State of Utah, commonly known as 2440 South 900 West, Salt Lake City, Utah 84119 and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property"). *Tax Parcel No. 15-23-401-006*

2. **The Term.** TO HAVE AND TO HOLD the Property, together with the appurtenances, unto the Lessee for a term of approximately twenty (20) years commencing September 30, 2004, for and during the latest of September 30, 2024 or until the SBA 504 Loan under SBA Loan Authorization No. CDC 743 622 4005 UT is paid in full.

3. **The Lease Payment.** Lessee covenants and agrees to pay Lessor a lease payment in the sum of \$9,330.00 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 Property, 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 Insur-
ance 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, Plumbing Equipment

THE TALON GROUP
DU# 119417

L, Heating and Air Conditioning Equipment L, Electrical Equipment L,
Light Globes and Tubes T, Glass Breakage T, Trash Removal T, Snow Re-
moval 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. CDC 743 622 4005 UT, 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 Deseret Certified Development Company 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 September 30, 2004.

LESSOR:

MSB PARTNERS, LLC

By: Mark S. Barton
Mark S. Barton, Manager

By: Nancy L. Barton
Nancy L. Barton, Manager

LESSEE:

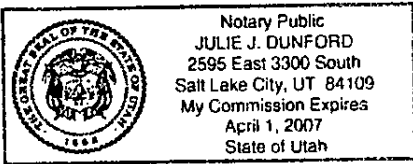
COMMERCIAL LIGHTING SUPPLY, INC.

By: Mark S. Barton
Mark S. Barton, President

LEASE NOTARY PAGE

STATE OF Utah)
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COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this September 30, 2004 by Mark S. Barton and Nancy L. Barton , Managers, MSB Partners, LLC.

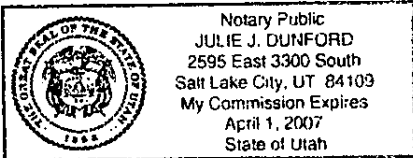


Julie J. Dunford

Notary Public

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

The foregoing instrument was acknowledged before me this September 30, 2004 by Mark S. Barton, President, Commercial Lighting Supply, Inc.



Julie J. Dunford

Notary Public

EXHIBIT A

The land described in the foregoing document is located in Salt Lake County, State of Utah and is described more particularly as:

Parcel 1:

All that part of the East Half of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in the County of Salt Lake and State of Utah, more particularly described as follows:

Commencing at the Southeast Corner of said Section 23, as said Corner was re-established in 1959 by the County Engineer of Salt Lake County, Utah; thence North 0°07'00" East along the re-established East line of the Southeast Quarter and the Northeast Quarter of said Section 23, a distance of 2704.67 feet to an intersection with the extended Northerly line of West 24th South Street; thence South 89°26'30" West along the extended Northerly line of said West 24th South Street a distance of 908.53 feet to the Southeast Corner of that certain tract or parcel of land as was conveyed by Rio Grande Land Company to Roper Investment Company by Correction Special Warranty Deed dated March 7, 1960, as a site for the plant of the Wagner Bag Company, a Division of the St. Regis Paper Company hereinafter referred to as the "Wagner Bag" Tract, which Correction Special Warranty Deed is recorded in Book 1693 at Page 587 of the records in the office of the Recorder of Salt Lake County, Utah; thence continuing South 89°26'30" West along the Northerly line of said West 24th South Street and along the Southerly line of the said Wagner Bag Tract a distance of 1000.00 feet to the Southwest Corner of the said Wagner Bag Tract, said Corner being also the intersection of the Northerly line of said West 24th South Street with the Easterly line of South 8th West Street; thence continuing South 89°26'30" West along the extended Northerly line of said West 24th South Street a distance of 80.00 feet, more or less, to a point in the Westerly line of said South 8th West Street; thence South 00°33'30" East along the Westerly line of said South 8th West Street a distance of 340.00 feet to a point, which is the true place of beginning of the tract or parcel of land as being herein described; thence continuing South 00°33'30" East along the Westerly line of said South 8th West Street a distance of 193.00 feet to a point; thence South 89°26'30" West a distance of 250 feet; thence North 00°33'30" West 213 feet; thence North 89°26'30" East a distance of 250 feet; thence South 00°26'30" West a distance of 20 feet, to the point of beginning.