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

WHEN RECORDED RETURN TO:
Greater Salt Lake Business District
7050 Union Park Center, Suite 570
Midvale, Utah 84047

Tax ID # 16-17-355-046

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into March 25, 2002 by and between KL Hedy, L.L.C., a Utah limited liability company, Lessor, and Jitterbug Coffee Hop, LLC, Lessee.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated July 16, 2001 (the "Lease").

B. The Small Business Administration ("SBA") has authorized the guarantee of a debenture to be sold by Greater Salt Lake Business District in the amount of \$99,000.00 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 Deseret Certified Development Company 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

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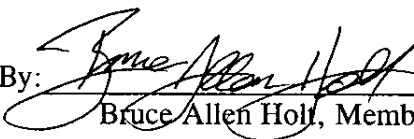
be substantially the same as the debt service on the Third Party Lender Loan and the SBA 504 Loan together with an amount necessary to cover taxes and assessments, utilities and insurance and a repair/replacement reserve. The lease payment shall be reduced to the extent that it is in excess of the amount 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.

DATED March 25, 2002.

LESSOR:

KL HEDY, LLC

By: 
Bruce Allen Holt, Member

LESSEE:

JITTERBUG COFFEE HOP, LLC

By: 
Bruce Allen Holt, Member

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SBA 504 Loan No.: CDC 499 854 4005 UT

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:

Beginning at a point 139 feet South 00°07'02" West from the Northwest Corner of Lot 7, Block 2, Five Acre Plat "A", Big Field Survey, and running thence North 89°59'39" East 150.00 feet; thence South 00°07'02" West 39.93 feet; thence North 89°59'39" East 52.00 feet; thence South 0°07'02" West 75.00 feet; thence South 89°59'39" West 45.07 feet, more or less (to the center line of the conduit for Parley's Creek calculated, formally referred to as the North side of a creek); thence North 61°28'22" West 166.14 feet; thence South 89°59'39" West 10.81 feet; thence North 0°07'02" East 35.57 feet to the point of beginning.

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