THE TALON GROUP DU# 1732/8 WHEN RECORDED RETURN TO:
Mountain West Small Business Finance
2595 East 3300 South
Salt Lake City, Utah 84109
TOX 10 # 16-33-153-014

9425543
7/7/2005 9:58:00 AM \$16.00
Book - 9156 Pg - 33-36
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into June 30, 2005 by and between Highland Square, LLC, a Utah limited liability company, Lessor, and Guild Hall, Inc., Lessee.

RECITALS

- A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated September 1, 2004 (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 \$1,100,000.00 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 not withstanding:

- 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 June 30, 2005.

LESSOR:

HIGHLAND SQUARE, LLC

By: <u>Yess & Callett</u> Gerri R. Collett, Member

By: / XuCYUU/W (· X W/Y

Iacqueline C. Zuro, Member

LESSEE:

GUILD HALL, INC.

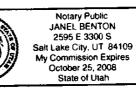
Gerri R. Collett, President

LEASE ADDENDUM NOTARY PAGE

STATE OF UTAH

STATE OF UTAH)			
	:ss.			
COUNTY OF Salt Lake)			
The foregoing instrument	was acknowled	ged before me this	June 30, 2005 by (Gerri R. Collet
and Jacqueline C. Zuro, Member	s, Highland Squ	are, LLC.		
•	_	Sanel	Benton	
	N	otary Pablic		
			Notary Public JANEL BENTON 2595 E 3300 S	
STATE OF UTAH) :ss.		Salt Lake City, UT 84109 My Commission Expires October 25, 2008 State of Utah	
COUNTY OF Salt Lake	,55.			J

The foregoing instrument was acknowledged before me this June 30, 2005 by Gerri R. Collett, President, Guild Hall, Inc.



SBA 504 Loan No.: CDC 770 064 4002 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:

Beginning at a point that is 942.01 feet East from the Southwest corner of Lot 14, Block 23, Ten Acre Plat "A", Big Field Survey; said point also being South 1763.65 feet and West 1185.88 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said point is also being North 24°48'32" West 511.96 feet and North 89°50'00" West 44.10 feet from a Salt Lake County Monument in the intersection of Highland Drive and Siggard Drive; and running thence North 89°50'00" West 377.61 feet; thence North 00°58'00" East 317.60 feet; thence South 88°01'12" East 228.74 feet; thence South 24°48'32" East 342.34 feet to the point of beginning.

Said property is also known by the street address of: 3640 South Highland Drive, Salt Lake City, UT 84106