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Book - 9279 Pg - 3741-3744
Gary W. Ott
Recorder, Salt Lake County, UT
EQUITY TITLE
BY: eCASH, DEPUTY - EF 4 P.

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

ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into April 3, 2006 by and between RC & JC Holdings, LC, a Utah limited liability company, Lessor, and Nygaard, Coke, & Vincent, L.C., Lessee.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated (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 \$227,000.00 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

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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.

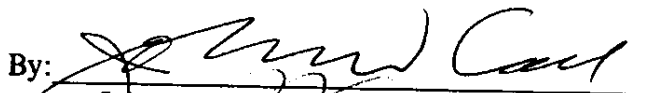
5. The demised premises which is the subject of the Lease consists of all of those premises and real property purchased in connection with the SBA 504 Loan and Authorization referenced above notwithstanding anything to the contrary in the Lease. In the event there is more than one operating company under 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 April 3, 2006.


LESSOR:

RC & JC HOLDINGS, LC

By:


John W. Call, Manager

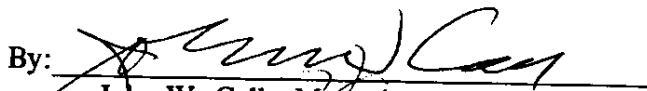
By:


Randy B. Coke, Manager

LESSEE:

NYGAARD, COKE, & VINCENT, L.C.

By:


John W. Call, Managing Member

By:


Randy B. Coke, Managing Member

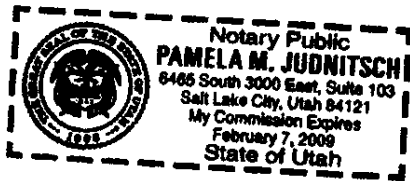
LEASE ADDENDUM NOTARY PAGE

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

The foregoing instrument was acknowledged before me this April 3, 2006 by John W. Call and Randy B. Coke, Managers, RC & JC Holdings, LC.

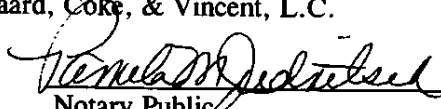


Notary Public



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

The foregoing instrument was acknowledged before me this April 3, 2006 by John W. Call and Randy B. Coke, Managing Members, Nygaard, Coke, & Vincent, L.C.



Notary Public

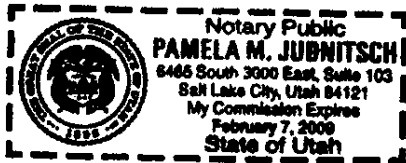


EXHIBIT "A"

PARCEL 1:

UNIT 103, CONTAINED WITHIN OLD MILL BUSINESS PARK CONDOMINIUMS, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 9289767 (AS SAID MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF CONDOMINIUM, FOR OLD MILL BUSINESS PARK CONDOMINIUMS RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 9289768, IN BOOK 9090, AT PAGE 5734 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), OF THE OFFICIAL RECORDS.

TOGETHER WITH: (A) THE UNDIVIDED INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT; (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT; AND (C) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM ACT.

PARCEL 1A:

TOGETHER WITH EASEMENT RIGHTS, RECITAL, MAINTENANCE, AND COVENANT AGREEMENTS CONTAINED WITHIN THE FOLLOWING:

PRIVATE ROAD AND MAINTENANCE AGREEMENT, by and between Solitude Ski Corporation and L.G.P.D., L.C. , Recorded NOVEMBER 18, 1997, as Entry No. 6793378, in Book 7809, at Page 1459, SALT LAKE County Recorder's Office.

Amendment to the above instrument recorded FEBRUARY 19, 1998, as Entry No. 6867994, in Book 7884, at page 1357 of Official Records.

Amendment to the above instrument recorded MARCH 17, 1998, as Entry No. 6894856, in Book 7912, at page 2869 of Official Records.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°03'09" WEST 1102.37 FEET AND DUE WEST 100.17 FEET FROM THE CENTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 77°11'17" EAST 598.09 FEET; THENCE SOUTH 12°55'06" WEST 40.00 FEET; THENCE NORTH 77°11'17" WEST 72.19 FEET; THENCE SOUTH 12°16'59" WEST 291.11; THENCE NORTH 89.2508 WEST 49.53 FEET; THENCE NORTH 12°16'59" EAST 301.61 FEET; THENCE NORTH 77°11'17" WEST 477.97 FEET; THENCE NORTH 12°26'45" EAST 40.00 FEET TO THE POINT OF BEGINNING

PARCEL 1B:

CROSS EASEMENT AGREEMENT BETWEEN T.C. ENTERPRISE INVESTMENTS, L.C. AND STILLWATER TRUST DATED JANUARY 1, 1999, Recorded JANUARY 26, 2005, as Entry No. 9282906, in Book 9087, at Page 4761, SALT LAKE County Recorder's Office.