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02/04/2003 11:25 AM 16.00
Book - 8733 Pg - 2727-2730
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 4 P.

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

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ADDENDUM TO LEASE AGREEMENT

This Agreement is entered into January 31, 2003 by and between K & D Larsen 1st, L.L.C., a Utah limited liability company, Lessor, and Resource Management, Inc., Lessee.

RECITALS

A. Lessor and Lessee have heretofore executed and entered into a certain Lease Agreement dated December 1, 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 \$1,300,000.00 to assist Lessor and Lessee pursuant to section 504 of the Small Business Investment Act of 1958, as amended (the "SBA Loan"). *TAX ID No. 15-01-452-023*

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 January 31, 2003.

LESSOR:

K & D LARSEN 1st, L.L.C.

By: 
Kurt L. Larsen, Manager

By: 
B. Dawn Larsen, Manager

LESSEE:

RESOURCE MANAGEMENT, INC.

By: 
Kurt L. Larsen, President

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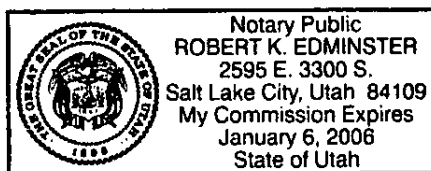
LEASE ADDENDUM NOTARY PAGE

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

The foregoing instrument was acknowledged before me this January 31, 2003 by Kurt L. Larsen and B. Dawn Larsen, Managers, K & D Larsen 1st, L.L.C.



Notary Public

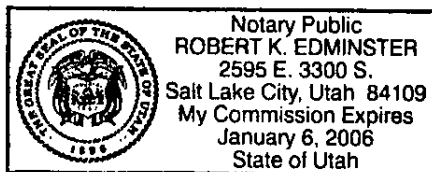


STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this January 31, 2003 by Kurt L. Larsen, President, Resource Management, Inc.



Notary Public



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SBA 504 Loan No.: CDC 496-277-4002

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 the Northeast Corner of Lot 6, Block 31, Plat "A", Salt Lake City Survey; thence South 00°08'47" West 251.15 feet; thence North 89°50'22" West 198.07 feet; thence North 00°08'47" East 86.05 feet; thence South 89°50'22" East 33.00 feet; thence North 00°08'47" East 168.10 feet; thence South 89°50'21" East 165.07 feet to the point of beginning.

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