

AMENDED CONVERTIBLE PROMISSORY NOTE

The following is the Amended Convertible Promissory Note, as of December 6, 2007, of the January 1, 2007 note between H3 Enterprises Inc. and Ventana Atlantic Blue, LLC and Jack Freedman, whereby H3 Enterprises, Inc. promises to pay to Ventana Atlantic Blue, LLC and Jack Freedman, or their assigns, fifty percent (50%) each of the sum of Seven Hundred Fifty Thousand Dollars (\$750,000), plus any unpaid accrued interest on this Note, and that any amounts loaned beyond \$750,000 shall be accounted for separately between Ventana Atlantic Blue LLC and Jack Freedman, and shall be repaid or converted by the Company on a pro rata basis, based upon the total amounts loaned by the two parties, plus interest. The following is a summary of the statement of the rights of the holder of this Note and the conditions to which this Note is subject, and to which H3 has agreed:

Commencing on January 1st, 2008 and on each subsequent January 1st anniversary beginning January 1st 2008, H3 shall pay interest at the rate of seven and one half (7.5) percent per annum on the principal of this Note outstanding during the period beginning on the date of issuance of this Note and ending on the date that the principal amount of this Note becomes due and payable.

Any holder of this Note has the right, at the holder's option, at any time prior to payment in full of the principal balance of this Note, to convert this Note, in whole or in part, into fully paid, nonassessable restricted shares of the company's voting common stock, par value \$.0001 per share, at the option of the holder from time to time. The number of shares of common stock into which this Note may be converted shall be determined by dividing the aggregate principal amount of this Note together with all accrued interest to the date of conversion elected to be converted by the holder by the conversion price in effect at the time of the conversion. The conversion price shall be the lower of: a) 50 % of the average of the trading price of the Company's stock for the five trading days immediately prior to any notice of conversion, or b) \$.05 (the "conversion price").

The Note shall be secured by a UCC-1, filed in the State of Florida, securing all collateral located at the Hip Hop Soda Shop, 8901 4th Street North, St. Petersburg, Florida, 33702, and accounts receivables from H3's franchise stores or subsidiaries.

DATED this ____ day of _____, 2007.

H3 Enterprises, Inc.
By _____
Its _____