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When Recorded Please Mail To:
Zions First National Bank
2460 South 3270 West
West Valley City, Utah 84119
Attn: SMALL BUSINESS GROUP



W2113015

LESSORS AGREEMENT

This agreement is made by and between 874 West LLC (herein "Lessor"), MSC Constructors Inc. (herein "Borrower"), and Zions First National Bank (herein "Lender").

RECITALS

WHEREAS, Lessor is the fee title owner of real property located at 874 West 26th Street, #104, Ogden, UT 84401 (herein "Premises"), more specifically described in Exhibit A attached hereto.

WHEREAS, Borrower is leasing or will lease the Premises from Lessor under a lease agreement dated January 1, 2005 (herein "Lease").

WHEREAS, Borrower obtained or will obtain a loan (herein "Loan") from Lender in the amount of \$40,000.00.

WHEREAS, to secure the Loan, Lender has taken or will take a security interest in Borrower's personal property described as ALL EQUIPMENT; ACCOUNTS; (herein "Collateral").

WHEREAS, as a condition of the Loan, Lender requires the execution of this agreement.

AGREEMENT

THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Lender's security interest in the Collateral is and shall remain superior to any interest or lien of Lessor in the Collateral.
2. Lessor shall give Lender written notice of any defaults under the terms of the Lease.
3. Lender shall have thirty (30) days from receipt of a notice of default to enter the Premises, take possession of the collateral, and remove the Collateral.
4. If Borrower defaults under the terms of the Loan, Lender shall have the right, upon giving five (5) days notice to Lessor, to enter the Premises, take possession of the Collateral, and remove the Collateral.
5. Lender agrees to pay for any damages caused by Lender to the Premises by Lender's entrance upon the Premises and removal of the Collateral.
6. This agreement and the documents referred to herein constitute the final written expression of all of the terms of this agreement. Each of the parties acknowledges that no representations or promises not expressly contained in this agreement and the documents referred to herein have been made by any party, or by the agents or representatives of any party.
7. Each of the parties further acknowledges and agrees that this agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party hereto.

E# 2113015 PG1 OF4
DOUG CROFTS, WEBER COUNTY RECORDER
30-JUN-05 820 AM FEE \$16.00 DEP SGC
REC FOR: ZIONS.FIRST.NATIONAL.BANK

259-0004 Rev 10/03

MAY-13-2005 11:09AM

TEL)801 224 3280

ID)MODULAR SPACE CORP

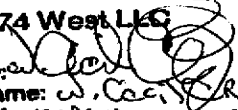
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8. If Lender prevails in any legal or administrative action brought to enforce or interpret the terms and conditions of this agreement, Lender shall recover its incurred costs and reasonable attorneys fees, including costs and fees from appeals and any action or participation in a case or proceeding under any provision of the Bankruptcy Code, from the party or parties against whom the Lender prevails.

9. This agreement is to be construed, interpreted, enforced and governed by applicable federal law.


Dated this 19 day of MAY, 2005.

874 West LLC

By: 

Name: W. Cecil CRAIG

Title: MANAGING MEMBER

Constructors, Inc. 
MSC Contractors Inc.

By: 

Name: Jennifer Sneddon, President

By:
Name:

Zions First National Bank (Lender)

By: 

Name: TOM PETTIT
Title: LOAN OFFICER

E# 2113015 P62 OF4

**EXHIBIT A
INDIVIDUAL ACKNOWLEDGMENT(S)**

STATE OF UTAH
COUNTY OF Utah

On the 1 day of June, 18 2005, personally appeared before me
Jennifer Sneddon. The signer(s) of the
above instrument, who duly acknowledged to me that he/she/they executed the same.

My Commission Expires: [Signature] Notary Public Residing at:
CORPORATE ACKNOWLEDGMENT
NOTARY PUBLIC
SHERRY J SMITH
1220 S 800 E
Orem, UT 84604
My Commission Expires
November 15, 2008
STATE OF UTAH

STATE OF UTAH
COUNTY OF Utah

On the 1 day of June, 19 2005, personally appeared before me
Tom Pettit. Who being duly
sworn, did say that he/she is the Commercial Loan Officer, the
corporation that executed the above and foregoing instrument, and that said instrument was signed in
behalf of said corporation by authority of a resolution of its Board of Directors, and said
Tom Pettit Acknowledged to me that said corporation executed the
same.

My Commission Expires: [Signature] Notary Public Residing at:
NOTARY PUBLIC
SHERRY J SMITH
1220 S 800 E
Orem, UT 84604
My Commission Expires
November 15, 2008
STATE OF UTAH

ARIZONA LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF MARICOPA

On the 19 day of May, 2005, personally appeared before me
W. Scott CRAIG. Who being duly
sworn, did say that he/she is the MANAGING MEMBER, the limited
liability company that executed the above and foregoing instrument, and that said instrument was signed
in behalf of said limited liability company MANAGING MEMBER authority, and said
MANAGING MEMBER Acknowledged to me that said limited liability company executed the same.

My Commission Expires: [Signature] Notary Public Residing at:
Arizona

NOTARY PUBLIC
PEGGY L. DEIN
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 19, 2006

| Pay Date | Eln | Run | Rec# | L# | Received From | Amount | Status |
|----------|-----|-----|------|----|---------------|--------|--------|
|----------|-----|-----|------|----|---------------|--------|--------|

Legal Description

Description Date/Year: 4/18/1995 1995

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH,
RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING
1053.36 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER
SECTION, RUNNING THENCE NORTH 174.5 FEET, THENCE EAST 260
FEET, THENCE SOUTH 174.5 FEET, MORE OR LESS, TO SECTION LINE,
THENCE WEST ALONG SECTION LINE 260 FEET TO PLACE OF BEGINNING.

14-031-0022 ✓ od

E# 2113015 PG4 OF4