

WHEN RECORDED, MAIL TO:
Greater Salt Lake Business District
2595 East 3300 South
Midvale, Utah 84047

ENT 19565 BK 4979 PG 614
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Feb 18 10:02 am FEE 18.00 BY 99
RECORDED FOR PRO-TITLE AND ESCROW INC

Borrowers: WALLABYS L.C.
SBA Loan No.: CDC 195 279 4000 UT

LESSOR'S AGREEMENT

1551 PTE 10551
This lessor's agreement ("Agreement") by and between L.A. Lee Enterprises ("Lessor") and Wallabys, L.C. and Richard A. Kramer (collectively "Lessee") affects that certain real property located at 131 South State Street, Lindon, Utah 84042 described more particularly in Exhibit A attached hereto and made part hereof by reference (the "Leased Premises") for the express benefit of The Greater Salt Lake Business District and The Small Business Administration (collectively, "Lender").

RECITALS

A. Lessor is the fee title owner of the Leased Premises and has authority to execute this Lessor's Agreement.

B. Lessee is leasing the Leased Premises from Lessor under the terms of a lease agreement, as amended, ("Lease"), copy of which is attached hereto as Exhibit B. Lessee is not now in default under the terms of the Lease.

C. Lender, upon satisfaction of conditions set forth in the Loan Authorization and 504 Debenture Guaranty, anticipate making a loan ("Loan") to Lessee as follows:

Loan Amount: \$88,000.00
Loan Name: Wallabys, L.C.
Loan Number: PCL 195 279 4000

D. As collateral for the Loan ("Collateral"), Lender has acquired or will acquire the following interests:

1. A security interest in the personal property described as all machinery and equipment now owned and hereafter acquired by Lessee, and proceeds thereof, including but not limited to, the items described on the list which is attached hereto as Exhibit C;

E. Lender requires, as conditions of the Loan to Lessee:

1. That the Lease must provide that all machinery and equipment purchased or acquired by Lessee shall remain the property of Lessee, and may be removed at any time during the Lease;

2. That Lessor subordinate its interests and liens to Lender's interests in personal property;

3. That Lessor agrees to provide Lender and the SBA with notice of Lessee's default on the Lease and agrees to allow Lender to cure any such default; and,

4. That Lessor agrees to provide Lender and the SBA with at least sixty (60) days from receipt of default notice to enter the leased premises, take possession of the Collateral, and remove the Collateral.

F. Lessor desires to assist Lessee in acquiring the Loan from Lender.

AGREEMENT

In consideration of the Loan, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The Recitals, above, are incorporated herein by this reference.

2. The Lease is hereby modified and amended to provide that all machinery and equipment purchased by or acquired by Lessee, whether or not such machinery or equipment may be classified as moveable equipment or fixtures, which are upon the Leased Premises shall remain the property of Lessee and may be removed at any time during the Lease subject to the Lessee's duty to repair any injury caused by the removal of any building, fixtures or personal property.

3. Lender's lien or security interest in the personal property and fixtures of Lessee is superior to any lien, present or future, of the Lessor and Lessee. Lender's lien or security interest in the personal property or fixtures of Lessee which is hereby made superior to the interests of Lessor and Lessee is described as:

A security interest in the personal property and fixtures described as all machinery and equipment now owned and hereafter acquired by Borrower, and proceeds thereof, including but not limited to, the items described on the list which is attached hereto as Exhibit C.

4. Lessor consents to the perfection of Lender's security interest in the personal property of Lessee including, but not limited to the filing of a fixture filing on the real property records of Utah County, Utah with respect to the Leased Premises.

5. If the Lessee defaults under the terms of the Lease, Lessor agrees to provide written notice of default to Lender.

6. All notices to Lender shall be sent by prepaid certified mail, return receipt requested, to:

Greater Salt Lake Business District
2595 East 3300 South
Salt Lake City, Utah 84109
and
Small Business Administration
Federal Building Room 2237
125 South State
Salt Lake City, Utah 84138

7. Lender shall have sixty (60) days after receipt of Lessor's written notice of default to enter the Leased Premises, take possession of the Collateral and remove the Collateral from the Leased Premises.

8. If Lessee defaults under the terms of the Loan, Lender shall have the right, upon notice to Lessor and Lessee, to enter the Lease Premises, take possession of the Collateral and remove the Collateral from the Leased Premises.

9. Those terms of the Lease not modified or amended by the terms of this Agreement shall remain in full force and effect.

10. This Agreement shall be binding upon and shall inure to the benefit of the personal representatives, successors and assigns of the parties hereto and shall be a covenant running with the land until such time that the Loan is paid in full, or until such time that the Collateral is removed from the Leased Premises for the benefit of Lender pursuant to the terms set forth above.

11. This Agreement is specifically intended to benefit Lender and Lender's successor's in interest and Lender shall

be deemed to be the beneficiary of this Agreement, entitled to enforce the provisions of this Agreement in its own behalf.

Dated the 17 day of Feb., 1999.

LESSOR:

L.A. LEE ENTERPRISES

By: [Signature]
Its: Agent

LESSEE:

WALLABYS, L.C.

By: [Signature]
Richard A. Kramer, Member and Manager

By: Rosalie Kramer
Rosalie Kramer, Member and Manager

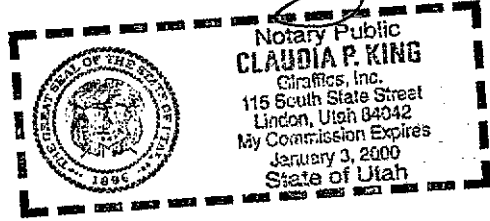
[Signature]
Richard A. Kramer, Individually

ACKNOWLEDGEMENT

STATE OF UTAH)
) : ss.
County of Utah)

On Feb 17, 1999, personally appeared before me Phillip C. Hutchings
Agent O.P.A. who being by me duly sworn, did say that he is the Agent O.P.A. of L.A. Lee
Enterprises, a Utah partnership, and that the foregoing, attached instrument was signed and
acknowledged in behalf of the corporation by authority of Phillip C. Hutchings
Phillip C. Hutchings, and the said Phillip C. Hutchings
acknowledged to me that L.A. Lee Enterprises executed the same.

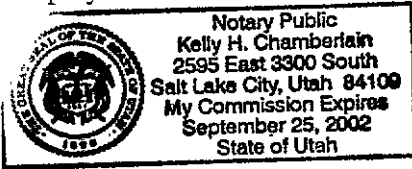
Claudia P. King
NOTARY PUBLIC



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Utah)

On February 1, 1999, personally appeared before me Richard A. Krammer and Rosalie Krammer, who being by me duly sworn, did say that they are the Members and Managers of Wallabys L.C, a Utah limited liability company and that the foregoing, attached instrument was signed and acknowledged in behalf of said limited liability company by authority of its articles of organization and the said Richard A. Krammer and Rosalie Krammer acknowledged to me that said limited liability company executed the same.



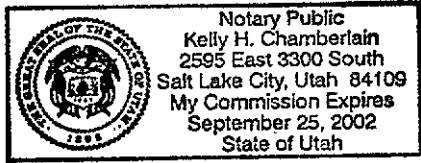
[Handwritten Signature]

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss
County of Utah)

On February 1, 1999, personally appeared before me Richard A. Krammer, the signer of the above instrument, whose identity is known or was satisfactorily proven to me, who duly acknowledged to me that he executed the same.



[Handwritten Signature]

NOTARY PUBLIC

EXHIBIT A

Commencing at a point located North 0 deg 11'51" West along the Section line 614.64 feet and East 233.62 feet from the Southwest Corner of Section 34, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 31 deg 38'16" West along the Easterly boundary of State Street, 144.25 feet; thence South 88 deg 46'17" East 147.18 feet; thence South 31 deg 56'40" East 63.72 feet; thence South 58 deg 03'20" West 123.96 feet to the point of beginning.