

For purposes of this Lessor's Agreement, the terms "the lessor," "the borrower," "the lender," "the lease," "the loan," "the leased premises", and "the collateral" are defined as set forth in Schedule A below.

5942527

WITNESSETH

WHEREAS, the lessor is the fee title owner of the leased premises and has authority to execute this Lessor's Agreement; and

WHEREAS, the borrower is currently leasing or is about to lease the leased premises from the lessor, and the borrower is not now in default under the terms of the lease; and

WHEREAS, the lender requires, as a condition of the loan to the borrower, the right to enter the leased premises and take possession of the collateral;

NOW THEREFORE, in consideration of the loan made by the lender to the borrower, and other good and valuable consideration, receipt of which is hereby acknowledged, the lessor and the borrower hereby agree as follows:

1. The lien or security interest of the lender in the collateral is superior to any lien of the lessor.

2. If the borrower defaults under the terms of the lease, the lender shall have a period of thirty (30) days after receipt of written notice from the lessor of said default to enter the leased premises, take possession of the collateral and remove the collateral from the leased premises. The Lender must repair any damage incurred while moving the collateral.

3. If the borrower defaults under the terms of the loan, the lender shall have the right, upon notice to the lessor, to enter the leased premises, take possession of the collateral and remove the collateral from the leased premises.

4. This Lessor' Agreement have been physically attached to, and is hereby incorporated into, the lease and shall be binding upon and insure to the benefit of the personal representative, successors and assigns of the parties hereto.

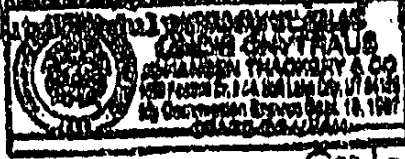
Dated this 14th day of September, 1994.

By: Amund D. Johnson
(Lessor)

By: Jacqueline Zuro
(Borrower)
Jacqueline Zuro, Managing partner

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 14th day of September, 1994, personally appeared before me the signer(s) of the above instrument who being personally known to me or whose identity was proved to me, duly acknowledged to me that (he, she or they) executed the same (and if a corporation/partnership, the executing officer(s)/partner(s) being duly sworn acknowledged that they were the officer(s), agent(s), or partner(s) of the corporation/partnership as above specified and that the instrument was executed on behalf of such corporation/partnership by the authority of its by-laws/partnership agreement or a resolution duly adopted by its board of directors/partnership.



Linda Chytroux
NOTARY PUBLIC

My Commission Expires: September 18, 1997
Residing at Salt Lake County, UT.

WHEN RECORDED, RETURN TO:

SBA Department
Bank One, Utah, NA
80 West Broadway U-400
Salt Lake City, UT 84101

RECORDED
CL REC'D

BK 7035Pg 2670

SCHEDULE A

Lessor: McIntyre Investors Loan Date: September 13, 1994
(landlord) (date of SBA Note)

Borrower: THE GUILD HALL OF UTAH, a
general partnership Loan Amount: \$ 60,000.00
(SBA loan recipient) (orig. principal amount of SBA note)

Lender: BANK ONE, UTAH, NA
(bank and/or SBA)

Leased Premises address: 2155 South Highland Drive
SALT LAKE CITY UT 84106

Loan Name and Number: THE GUILD HALL OF UTAH, a general partnership

Collateral: all inventory, accounts, and general intangibles now owned and hereafter acquired, and proceeds thereof.

(describe personal property and fixtures per loan auth.)

Lease: May 5, 1994
(date of lease between borrower and lessor)

Legal Description: Described as follows, or on the attached sheet which is hereby incorporated by reference into Schedule A of this instrument.

Commencing at the Northwest Corner of Lot 12, Block 9, Union Heights; thence South 20°03'16" East 50 feet; thence South 89°0'11" East 110 feet; thence South 20°03'16" East 56.01 feet; thence South 89°43'55" East 771.73 feet; thence North 00°20'20" East 170.4 feet; thence North 89°53'11" West 31 feet; thence North 00°20'20" East 18 feet; thence North 89°53'11" West 204.1 feet; thence South 00°01' East 27.68 feet; thence South 20°03'16" East 64.67 feet to the North line of said Lot 12; thence South 89°53'11" West 6.39 feet to beginning.

Together with a parcel commencing 8 feet West from the Northwest Corner of Lot 15, Block 9, Union Heights; thence West 8 feet; thence South 11.61 feet; thence East 8 feet; thence North 11.61 feet to beginning.

FORM 8871-101
SBA RECORDS

BK 7035Pg2671

5942527
10/13/94 10:22 AM 13.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BANK ONE, UTAH
REC BY: B GRAY DEPUTY - NP

OK 7035Pg2672