



**CONTRACT FOR SALE
OF MODULAR BUILDINGS**

This Contract for Sale ("this Agreement"), made this 11th day of May, 2007, between Modular Space Corporation, a Delaware corporation having its principal place of business at 22810 Quicksilver Drive, Dulles, Virginia 20166 (herein "Seller"), and City of Las Vegas (herein "Buyer"), maintaining its principal place of business at Purchasing & Contracts, City Hall, 1st Floor, 400 E. Stewart Avenue, Las Vegas, NV 89101.

WITNESSETH:

Buyer and Seller, for the consideration set forth in this Agreement, do hereby covenant and agree as follows:

1. **SCOPE OF WORK.** Seller agrees to sell and deliver to Buyer the modular building(s) (herein the "Property") as outlined in Seller's proposal dated 5/30/2007 attached hereto and made part of this Agreement.
2. **TIME AND PLACE OF DELIVERY.** Seller agrees to deliver the Property to 101 N. Pavillion, Las Vegas, NV 89135. Buyer warrants that the delivery site will have a safe access, free from encumbrances, and be level (no more than 6" difference in 60'), with soil bearing pressure in excess of 2,500 PSI. Seller will deliver the Property consistent with the scope of work approved by Buyer and Seller.
3. **PURCHASE PRICE.** Buyer agrees to pay Seller for the Property, as outlined in the proposal, the sum of \$106,820.00. This sum is exclusive of any applicable sales taxes, registration fees and transfer fees which shall be the sole responsibility of Buyer. Buyer will be responsible for all taxes, regardless of type, imposed by any federal, state or municipal agency. All sums due under this Agreement shall be payable in the lawful tender of the United States of America.
4. **TIME OF PAYMENT.** Buyer agrees to pay Seller one-hundred percent (100%) of the purchase price within thirty (30) days of execution of this Agreement and receipt of invoice from Seller. These amounts are non-refundable. Buyer agrees to execute and deliver to Seller such documents and instruments as are requested by Seller in order to preserve and protect the Property and Seller's interests therein; and Buyer hereby authorizes Seller to file Uniform Commercial Code ("UCC") financing statements with respect to the Property
5. **RETENTION OF TITLE.** Title to the Property shall not pass to Buyer until such time as the entire purchase price has been paid to the Seller. Upon payment of the total purchase price, Seller shall convey Certificates of Origin or Bills of Sale to Buyer, transferring title in the Property to Buyer, free and clear from all encumbrances.
6. **WARRANTY.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. BUYER ACKNOWLEDGES THAT THE PROPERTY IS BEING OFFERED IN "AS IS, WHERE IS" CONDITION AND THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ARISING UNDER APPLICABLE LAW. BUYER EXPRESSLY AGREES THAT THE LANGUAGE OF THIS SECTION IS "CONSPICUOUS" AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE.
7. **LIABILITY OF SELLER.** Under no circumstances shall Seller be liable to Buyer for any special, incidental or consequential, damages resulting from the sale of the Property, including, but not limited to, loss of business or profits of Buyer, whether occasioned by Seller's negligence or not, which may result from or in connection with the manufacture, delivery, installation, or use of the Property sold hereunder, or in connection with the services rendered by Seller hereunder.
8. **EXCUSABLE DELAY.** Seller shall not be liable for any delay in delivering the Property or providing applicable services, resulting from but not restricted to, acts of Buyer or his representatives, fires, strikes, labor disputes, war, civil commotion, shortages of labor or material, acts or restrictions of any government, or other causes beyond the control of Seller. The existence of such causes of delay shall justify the suspension of delivery and/or the rendering of services by Seller, and shall extend the Seller's time of performance until such cause of delay has been removed. Seller shall give written notice to Buyer of details concerning the delay as soon as practicable after its occurrence.
9. **INSPECTION AND ACCEPTANCE.** Buyer shall inspect the Property within forty-eight (48) hours of completion of Seller's obligations and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within five (5) days following completion of Seller's obligations, it shall be conclusively presumed as between Buyer and Seller, that Buyer has inspected the Property and that all work is in conformance with this Agreement and has been accepted by Buyer.

10. **TERMINATION.** If Buyer becomes insolvent or makes an assignment for the benefit of creditors or if a petition is filed against Buyer under the Bankruptcy Code, or in the event Buyer fails to make timely payment or defaults in performing any other of its obligations under this Agreement, Seller shall be entitled to terminate this Agreement, in whole or in part, for Buyer's default and full payment pursuant to the terms of this Agreement shall become immediately due and payable from Buyer; provided, however, Buyer shall have ten (10) days after written notice of default to cure said default. In the event of any such default or termination, Seller shall have all rights provided by law and under the terms and conditions of this Agreement. In the event Buyer terminates for convenience, Seller may elect any remedy available to it under applicable law including (but not limited to) requiring Buyer to pay Seller the purchase price of the Property plus all costs incurred by the Seller prior to such termination.

11. **GOVERNING LAW.** This Agreement and its performance shall be governed exclusively under the laws of the Commonwealth of Virginia. The Parties agree that venue for any dispute relating to or arising from this Agreement shall lie in Loudoun County, Virginia, and any lawsuit or litigation shall be brought in the Circuit Court for Loudoun County or the United States District Court for the Eastern District of Virginia. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. BUYER AUTHORIZES SELLER TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING ANY SUCH CLAIM.

12. **ASSIGNMENT.** Buyer shall not assign, transfer, pledge, or hypothecate this Agreement or any part hereof without the prior written consent of Seller.

13. **SELLER'S EXPENSE.** Buyer shall pay Seller all costs and expenses, including actual attorney fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement or under the Virginia Commercial Code.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between Seller and Buyer. Seller's offer to sell the Property to Buyer is expressly limited to acceptance of the terms hereof. No waivers or modifications shall be valid unless they are acknowledged and accepted by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date set forth below by their authorized representatives.

Modular Space Corporation, "SELLER"
By: _____
Name: Lance Packer
Title: TSM
Date: 6-1-07

Date: _____
City of Las Vegas, "BUYER"
By: _____
Name: OSCAR B. GOODMAN
Title: MAYOR
Date: _____

Personal Guarantor (if applicable):

Name: ~~BEVERLY K. BRIDGES CMC, ACTING CITY CLERK~~
Date: _____

APPROVED AS TO FORM
Thomas R. Green 5/29/07
Thomas R. Green Date
Deputy City Attorney

Attest: By Beverly K. Bridges
BEVERLY K. BRIDGES, CMC, City Clerk



ModSpace
 3230 Polaris, Ste. 1
 Las Vegas, Nevada 89102
 Ph: (702) 644-5955
 Fax: (702) 644-5990

QUOTATION

Quote Number: _____
 Date: 5/30/2007
 Quote Expires: 10 Days

CLIENT INFORMATION

Customer:	Las Vegas Fire & Rescue	Delivery	101 N. Pavilion
Bill Address:	500 N. Casino Center Blvd Las Vegas, NV 89101	Address:	Las Vegas, NV
Contact:	Louis Baker	Site Contact:	
Phone:	229-0353	Phone:	
Fax:	464-5715	Fax:	
E-Mail:	lbaker@lasvegasnevada.gov	All Pricing EXCLUDES state, local, federal sales or use tax	

BUILDING DESCRIPTION

Size:	24x60	Description:	Building on site already
Serial Number:	17516-17	Asset Number:	60831-32

FINANCIAL OPTIONS

PURCHASE

Outright Purchase:	\$ 106,820.00	Additional Charges not included in purchase price:
Delivery	\$ NA	
Installation	\$ NA	
Total Purchase Price	\$ 106,820.00	

VALUE ADDED SERVICES

(Please check desired options)

Description	Qty	Cost	Description	Qty	Cost

COMMENTS

STANDARD PROVISIONS

- Quote expires after thirty (10) days
- Pricing is based on unit availability and delivery to the stated delivery address. Any change in delivery address may incur additional charges.
- Optional value added service pricing is based on requests made prior to delivery of unit. Additional charges may be applied for additional trips and installation.
- Pricing does not include unknown or unforeseen events such as driver wait time, escorts, customer readiness, or site preparation.
- Proof of insurance for the full value of the equipment is required.
- Permits, footings, site preparation, electrical and plumbing connections and disconnections are not included unless specified in this proposal. Pricing does not include dumpster charges or hauling of debris.
- Block & level and delivery price is based on level site with clear, unobstructed access. Additional charges will be applied for blocking required for finished floor height in excess of the standard 30" or on un-level sites, where additional blocking is required. Minimum soil density is required prior to delivery of unit(s). This Quote does not include any costs related to site work removal or contaminated soil remediation.
- Pricing is based on non-union, non-prevailing wages.
- ModSpace is not responsible for changes required by local code or building inspectors.
- Quote is based on acceptance of ModSpace standard terms and conditions (incorporated herein by reference) and is based on credit approval.
- All items not specifically addressed in this Quote are excluded from this proposal.

REMARKS

APPROVAL AND ACCEPTANCE OF TERMS

CUSTOMER NAME

Resun Corporation

Approved By: _____
 Date: _____
 Print Name: _____
 PO Number: _____

Proposed by: Lance Packer
 Title: TSM
 E-Mail: lpacker@resuncorp.com
 Date: 2/16/2007