When recorded, return to:

Reagan Outdoor Advertising 1775 North Warm Springs Road Salt Lake City, UT 841116 11087165 12/1/2010 9:45:00 AM \$24.00 Book - 9884 Pg - 4731-4738 Gary W. Ott Recorder, Salt Lake County, UT FOUNDERS TITLE BY: eCASH, DEPUTY - EF 8 P.

AMENDED NOTICE OF CLAIM OF INTEREST

Lease Number <u>1466</u> Parcel Number <u>22-18-103-023</u>

R.O.A. General, Inc., dba Reagan Outdoor Advertising ("Reagan"), whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, hereby gives notice, pursuant to Sections 57-9-4 and 57-9-5 of the Utah Code Annotated, 1953 as amended, of an interest in certain real property located in <u>Salt Lake County</u> County, Utah which is described on **Exhibit "A"** attached hereto.

Reagan's interest in the property is pursuant to Outdoor Advertising Lease Agreement dated April 1, 2010 between Reagan, as lessee, and Miller Family Real Estate, L.L.C., as lessor as such Lease may hereafter be amended, modified, extended or replaced from time to time.

This Amended Notice amends and replaces that certain Notice of Claim of Interest recorded on October 8, 2008 as Entry No. 10537060 in Book 9649 at Page 4645-4646 (the "Prior Notice"). The above referenced Lease amends the Outdoor Advertising Lease Agreement that is described in the Prior Notice.

DATED this 3/ day of March, 2010.

R.O.A. GENERAL, INC.,

a Utah corporation

By: Duy Millon

STATE OF UTAH

:ss

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COUNTY OF SALT LAKE)

On this 31 day of Mach , 2010, personally appeared before Guy Larson the Real Estate Manager of R.O.A. General, Inc., who duly acknowledged to me that he executed the same on behalf of R.O.A. General, Inc.

Notary Public: __

Beginning at a point in the center of State Street 12.25 chains South and 11.75 chains East and South 1° 30′ West 6.05 chains, more or less, (actually 412.66 feet), to the projected North line of a one rod lane, from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian; (said point also being North 2° 15′ 30″ East 175.62 feet and North 85° 40′ East 0.50 of a foot from the county Monument at the intersection of 5600 South and State Streets) and running thence South 85° 40′ West along the North lien of said one rod lane 179.05 feet; thence North 1° 30′ East 108.09 feet; thence North 85° 40′ East along an old fence line 179.05 feet more or less, to the center of State Street; thence South 1° 30′ West 108.09 feet to the point of beginning

LEASE AGREEMENT

This Lease Agreement ('Lease") is made and entered into by the undersigned lessor ("Lessor") and by R.O.A. General, Inc. dba. Reagan Outdoor Advertising ("Lessee"). Both Lessor and Lessee acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

The Premises are located in the county of <u>Salt Lake</u>, State of Utah and more particularly described as follows: a portion of 5560 South State Street Murray Utah as shown on Exhibit "A" attached hereto. Lessor's Premises are located at 5560 So. State Street, Murray, Salt Lake County, Utah, as more particularly described on Exhibit "B" attached hereto. Lessor agrees not to build, erect, place or plant anything on the premises or the portion of the premises being leased by Lessee that will block the visibility of the sign.

Lessee shall pay rent to Lessor in the amount of \$_1,800_ per year, payable monthly.

Thereafter, this Lease shall continue in full force on the same terms and conditions on a month to month period or periods unless either party delivers to the other notice of termination at least thirty (30) days prior to the end of the term then in existence.

Lessee may terminate this Lease by giving written notice of termination and paying a penalty of six months rent at any time during the Lease term. If the Sign's location becomes obstructed so as to lessen the advertising value of any of the Sign, or if traffic is diverted or reduced, or if the use of the Sign is prevented or restricted by law, or if for any reason a building permit for erection or modification is refused, this Lease may, at the option of Lessee, be terminated or the rent reduced proportionately to the reduced economic benefit to Lessee while said conditions exists. In any of such events Lessor shall refund prorata any prepaid rental for the unexpired term. Lessor agrees that no such obstruction insofar as the same is within Lessor's control will be permitted or allowed. Lessor authorizes Lessee to trim and cut whatever trees, bushes, brush as it deems necessary for unobstructed view of its advertising display.

The Sign is a real estate fixture which, nevertheless, remains at all times the property of the Lessee and Lessee may at any time modify, replace or remove any part of the Sign or any or all of the Sign in its entirety. In the event Lessor needs the Sign moved for development purposes during the term of this Lease, Lessee agrees to move the Sign at Lessor's cost to another location on the property provided the Sign has the same visibility as the previous location and provided Lessee is able to obtain all necessary permits to move the Sign.

In the event all or any part of the Premises is condemned or sought to be condemned, Lessee shall be entitled, in its sole discretion, to one or more of the following: a) to contest the condemnation; b) to relocate its Sign on the portion (if any) of the Premises not acquired; c) to terminate this Lease; d) to receive compensation for the value of Lessee's leasehold interest and Sign acquired and for the reduced value of Lessee's leasehold interest and Sign not acquired (whether located on the Premises or not) which results from the acquisition; and, e) to recover from the condemner to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" shall be construed to include any transfer of possession, title or right relating to the Premises in favor of or for the benefit of any entity having the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Lease may be exercised by or for the benefit of any entity having the power of eminent domain.

If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control, from illuminating its Sign, the Lessee may reduce the rental provided herein by one-half with such reduced rental to remain in effect so long as such condition continues to exist. Lessor warrants the title of said leasehold and quiet enjoyment of the Premises by Lessee for the term herein mentioned. Lessor warrants that it has authority to execute this Lease. Lessor acknowledges that Lessee has or will be investing time and capital in obtaining regulatory approval for the Sign to be erected and/or maintained on the Premises, in the construction and maintenance of the Sign, and/or will be creating goodwill for the Sign as erected and maintained on the Premises. Therefore, in the event this Lease expires or is terminated for any reason, Lessor agrees that Lessor will not for a period of five (5) years subsequent to the date of termination, lease said Premises or otherwise allow use of the Premises by any other third party outdoor advertiser, other than Lessee, for advertising purposes. The parties each agree that the terms and conditions of this Lease are confidential and shall not be disclosed to third parties without the written consent of the other party. However, Lessee may disclose this Lease to its Lending Institution and attorney without written consent



of the Lessor. Furthermore, Lessee has the right to record notice of this Lease with the county recorder in the county in which the Premises are located, in form to be mutually agreed upon by the parties.

It is expressly understood that neither the Lessor nor Lessee is bound by any stipulations, representations, or agreements not printed or written in this Lease. This Lease integrates all prior representations, agreements and negotiations between the parties.

This Lease shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Executed this 17 day of MARCH, 2010.

LESSOR: MILLER FAMILY REAL ESTATE, L.L.C.

GREGORY S. MILLER, OPERATING MANAGER

Address: 9350 So 150 East #1000

Sandy, Utah 84070

LESSEE: ROA GENERAL, INC. dba REAGAN OUTDOOR ADVERTISING

Accepted

Rental checks payable to: Miller Family Real Estate, L.L.C.

Tax Identification Number: 84-1367289

STATE OF UTAH COUNTY OSAHLAKE,S

On the 26th day of March, 2010, personally appeared before me Guy Larso N who, being by me duly sworn, did say that he is the Real Es tate Manage of REAGAN OUTDOOR ADVERTISING, that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws, and said Guy Larson acknowledged to me that said corporation executed the same.

My Commission Expires: 6/17/20/3

Notary Public residing at 1097 So. 800 East, Bountiful

STATE OF UTAH COUNTY OF.....ss

2010, personally appeared before me/1850.084 S. Muls Byloo being by me duly

On the <u>17</u> day of <u>MARCH</u> 2010, personally appeared before me <u>GREGORY S. MILLER</u> ho, being by me duly sworn, did say that he is the <u>OPERATING MANAGER</u> of Miller Family Real Estate, L.L.C., that the foregoing instrument was signed in behalf of said company by authority of its Operating Agreement, and said company executed the same.

My Commission Expires: 09/15/2010

Notary Public residing at 304 E. LEGACY LN. GRANTSVILLE

O NO

TOBIE A. WARNER
MOTARY MUBLIC - STATE of UTAN
2001 North Sheep Lane
Tooele, UT 84074
MY COMMISSION EXPIRES: 09-15-2010

EXHIBIT "A"

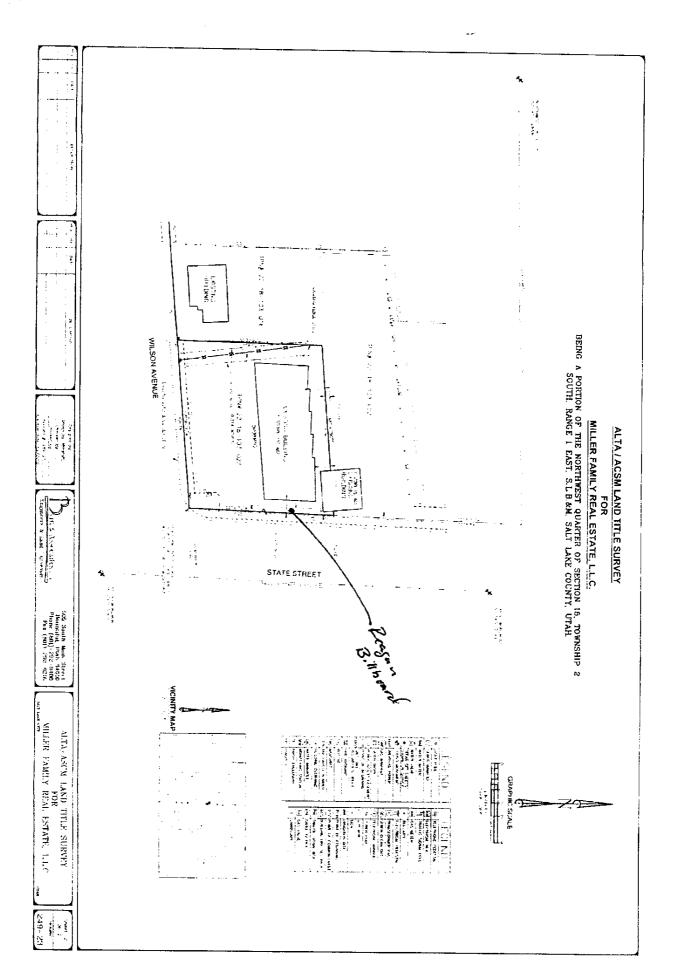


EXHIBIT "B"

Beginning at a point in the center of State Street 12.25 chains South and 11.75 chains East and South 1° 30' West 6.05 chains, more or less, (actually 412.66 feet), to the projected North line of a one rod lane, from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian; (said point also being North 2° 15' 30" East 175.62 feet and North 85° 40' East 0.50 of a foot from the county Monument at the intersection of 5600 South and State Streets) and running thence South 85° 40' West along the North lien of said one rod lane 179.05 feet; thence North 1° 30' East 108.09 feet; thence North 85° 40' East along an old fence line 179.05 feet more or less, to the center of State Street; thence South 1° 30' West 108.09 feet to the point of beginning.