

When Recorded, Return To:
NovaSource Utah, L.C.
2180 South 1300 East, Suite 410
Salt Lake City, UT 84106
Attn: Betty A. Davis

9129292
07/26/2004 04:34 PM 24.00
Book - 9018 Pg - 416-422
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: EHB, DEPUTY - WI 7 P.

16-29-427-022-0000
16-29-427-023-0000

ASSIGNMENT OF SIGN LEASE

THIS ASSIGNMENT OF SIGN LEASE ("Assignment"), dated 26 day of July, 2004, is made by and between **JAMES D. WILCOX** ("Assignor") and **NOVASOURCE UTAH, L.C.**, a Utah limited liability company, ("Assignee").

RECITALS

WHEREAS, on or about August 2, 2002, Assignor entered into a Sign Lease ("Lease") with Lockridge Outdoor Advertising Agency for an outdoor advertising display, a copy of such Lease is attached hereto as Exhibit "A", on the property located at 1235 East 3300 South, in the City of Salt Lake, County of Salt Lake, State of Utah, more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes ("Property"); and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to said Lease, and Assignee desires to assume all of Assignor's right, title and interest in and to said Lease, subject to all consideration, covenants, agreements, provisions and terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Effective July 26, 2004, Assignor hereby assigns, transfers and sets over all of its right, title and interest in the Lease to Assignee.
2. Effective July 26, 2004, Assignee hereby agrees to assume all duties, obligations and liabilities of Assignor under said Lease and agrees to be bound and to perform all of the obligations duties, covenants and conditions of Assignor therein contained.
3. Assignor has good right to assign its interest therein, that Assignor's interest therein is free and clear of encumbrances, that Assignor has fully performed all covenants and obligations under the Lease and has not done or permitted any acts in violation of the covenants therein contained, and that Assignor shall not do or permit any acts in violation of the covenants contained in the Lease.
4. Assignor hereby agrees to indemnify Assignee against all actions, claims, and demands whatsoever in respect to said rent, covenants, conditions and stipulation or anything relating thereto which arise out of Landlord's obligations set forth in the Lease occurring after July 26, 2004. Assignee hereby agrees to indemnify Assignor against all actions, claims, and demands whatsoever in respect to said rent, covenants, conditions and stipulation or anything relating thereto which arise out of Landlord's obligations set forth in the Lease occurring after July 26, 2004.

THE TALON GROUP
JB# 27400

5. This Agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

6. In the event of default under any of the terms of this Agreement or the Lease, the defaulting party agrees to pay all costs incurred in enforcing this Agreement or the Lease or any right arising out of the breach of either, and including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.


ASSIGNOR:

ASSIGNEE:


JAMES D. WILCOX

NOVASOURCE UTAH, L.C.

a Utah limited liability company

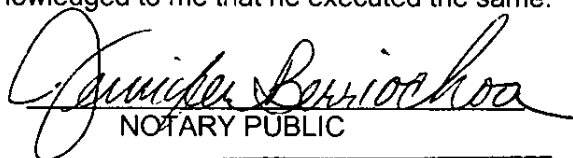


By: NovaSource Management, Inc.
A Utah corporation, Manager

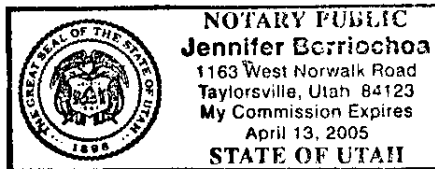
By: 
Ronald D. Witzel
Its: Vice President

State of Utah)
 :SS
County of Salt Lake)

On this 26 day July, 2004, before me, the undersigned, a Notary Public in and for the said State, personally appeared James D. Wilcox, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.


NOTARY PUBLIC

My Commission Expires:
4-13-2005



State of Utah)
) :ss
County of Salt Lake)

On this 23rd day of July, 2004 before me, the undersigned, a Notary Public in and for the said State, personally appeared Ronald D. Witzel, known or identified to me to be the Vice President of NovaSource Management, Inc., a Utah corporation, Manager of NovaSource Utah, L.C., a Utah limited liability company, the entity which executed the foregoing instrument and acknowledged to me that such entity executed the same and acknowledged further that he executed the same on behalf of and in the name of said limited liability company.

Betty A. Davis
NOTARY PUBLIC

My Commission Expires:
8-24-05

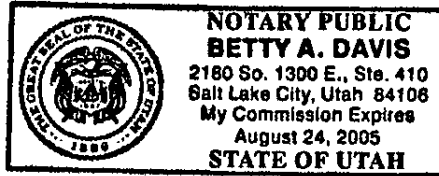


EXHIBIT "A"

Lockridge Outdoor Advertising Agency Sign Lease

LOCKRIDGE
 OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8366300
 09/26/2002 02:18 PM 12.00
 Book - 8654 Pg - 6315-6316
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LOCKRIDGE OUTDOOR ADVERTISING
 358 S 700 E B#120
 SLC UT 84102
 BY: RDJ, DEPUTY - WI 2 P.

358 South 700 East B#120
 Salt Lake City, Utah, 84102
 801-647-0713

CITY _____ COUNTY SALT LAKE STATE UTAH

THIS AGREEMENT made and entered into by and between JAMES WILCOX as 'Lessor' and LOCKRIDGE OUTDOOR ADVERTISING AGENCY, hereinafter referred to as 'Lessee'.

Witnesseth: that Lessor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring Nov 2012, the premises known and described as follows: as per legal description

The consideration for the lease is the sum of THIRTY-Six Hundred (\$3600⁰⁰) Dollars per year and/or 15% of the structure's net revenue, whichever is greater, rental, payable by Lessee upon installation of structure.

The property is leased for the purpose of construction, operation and maintenance of an outdoor advertising display. Lessee is herewith granted the sole exclusive right to display advertising copy on the premises. Lessee is granted the right to ingress and egress over the said premises for the terms hereof for the purpose of constructing, maintaining, operating, removing or replacing said display.

Permission is hereby granted to the Lessee and/or the electric utility company to establish electrical service, if required, to this location.

Should the view of said space become obstructed, or should Lessee's enjoyment for display advertising purposes be prevented or impaired in any way or by any means, then Lessee shall have the right to cancel this agreement by giving Lessor Thirty (30) days advance written notice. In such event Lessor agrees to refund to Lessee the unearned rent paid in advance.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are either not obtained or revoked, or if such activity becomes unprofitable within the sole judgment of Lessee, Lessee may terminate this lease by giving Lessor thirty (30) days advance notice of such termination. Lessor shall thereupon return to Lessee any rent paid in advance for the unexpired term.

Lessee does herewith indemnify and agree to hold Lessor harmless against all claims or damages to persons or property by reason of accidents resulting from the negligence or willful acts of Lessee's agents, employees or workmen in the construction, maintenance, repair or removal of its signs.

After the original terms hereof, this lease shall continue in force for a period of five years on the same terms, unless terminated at the end of the original term or any additional year thereafter, upon written notice of termination to Lessor by Lessee, served not less than thirty (30) days before the end of such term or additional year.

All materials and displays placed upon the property by Lessee shall remain Lessee's property, and Lessee may remove the same at anytime during the term or extended term of this agreement or within thirty (30) days after termination or cancellation of this agreement.

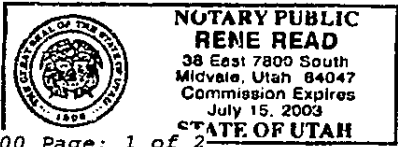
This lease is assignable by Lessor or Lessee and shall be binding upon the heirs, successors and assigns of both and Lessee.

Lessee agrees to pay promptly the rentals provided herein, Lessor warrants title and agrees that the right to cancel as provided above shall not be exercised for any other display advertising purposes. Lessor warrants that they as owner, agent or tenant has the full right and authority to enter into this agreement.

Lessor empowers Lessee with full authority to act as agent for Lessor in all matters necessary to the erection of said advertising display.

LESSOR JAMES D WILCOX
 Signature [Signature]
 Address 1235 E 3300 St
SLC UT 84106
 Telephone 801-484-5223
 This 2nd day of August 2002
 Notary Public [Signature]

REPRESENTATIVE [Signature]
 Agreed this 2 day of Aug 2002
 LOCKRIDGE OUTDOOR ADVERTISING
 Accepted by [Signature]
 Witness [Signature]



BK 8654 PG 6315

VTDI 16-29-427-022-0000 DIST 17A TOTAL ACRES 0.23
 IMPERIAL DIAPER SERVICE PRINT U UPDATE REAL ESTATE 100700
 LEGAL BUILDINGS 4900
 TAX CLASS MOTOR VEHIC 0
 1235 E 3300 S EDIT 1 FACTOR BYPASS TOTAL VALUE 105600
 SALT LAKE CITY UT 84106259935
 LOC: 1235 E 3300 S EDIT 1 BOOK 0000 PAGE 0000 DATE 00/00/0000
 SUB: TYPE UNKN PLAT
 09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM 33 FT S & 371.27 FT W FR SE COR LOT 1 BLK 27 10 AC PLAT
 A BIG FIELD SUR W 118.78 FT N 191 FT S 32 E 221.58 FT TO
 BEG 0.23 AC

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

8654866316

EXHIBIT "B"

Legal Description

The land referred to herein is located in Salt Lake County, State of Utah and described as follows:

PARCEL 1:

Beginning at a point in the center of the County Road, 92.1 rods South and 668.27 feet West of the Northeast Corner of the Southeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 118.78 feet; thence North 191 feet; thence South 32° East to 221.58 feet to the place of beginning.

PARCEL 2:

Beginning at a point on the lower side of the Jordan and Salt Lake City Canal 521.01 feet West and 367.64 feet South from the Northeast Corner of Lot 1, Block 27, Ten Acre Plat "A", Big Field Survey; thence running South 32° East 235.65 feet to the North side of a 4 rod street; East and West; thence East 57.75 feet to a point one and one-half rods Easterly from the center of said canal at right angles thereto; thence North 32° West 235.65 feet; thence West 57.75 feet to the point of beginning.

PARCEL 1 AND 2 AS SURVEYED:

Beginning at a point on the Northeasterly line of the Jordan and Salt Lake City Canal, said point being South 89°47'10" West 314.51 feet from the Southeast corner of Lot 1, Block 27, 10-Acre Plat "A", Big Field Survey, and running thence South 89°47'10" West along the North line of 3300 South Street 58.23 feet to the Southwesterly line of said Jordan and Salt Lake City Canal (West 57.75 feet record); thence South 32°00'00" East along said Southwesterly line 38.82 feet to the centerline of said 3300 South Street, said point being West 656.60 feet (West 668.27 feet record) and South 1529.84 feet (South 92.1 rods record) from the East Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°47'10" West along said centerline 137.79 feet (West 118.78 feet record); thence North 00°13'34" East 219.64 feet to said Southwesterly line of said Jordan and Salt Lake City Canal (North 191 feet record); thence North 32°00'00" West along said Southwesterly line 16.09 feet, said point being West 499.94 feet (West 521.01 feet record) and South 375.30 feet (South 367.64 feet record) from the Northeast corner of Lot 1, Block 27, 10-Acre Plat "A", Big Field Survey; thence North 89°47'10" East 58.23 feet to said Northeasterly line of said Jordan and Salt Lake City Canal (East 57.75 feet record); thence South 32°00'00" East along said Northeasterly line 235.65 feet (South 32°00'00" East 235.65 feet record) to the point of beginning.
