

WHEN RECORDED, RETURN TO:
NOVASOURCE UTAH, L.C.
2180 SOUTH 1300 EAST, SUITE 410
SALT LAKE CITY, UT 84106
ATTN: BETTY A. DAVIS

Richard T. Maughan, Davis County Recorder
2004-01-27

E 1956793 B 3463 P 1081
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 JAN 27 3:07 PM FEE 16.00 DEP MJW
REC'D FOR BONNEVILLE TITLE COMPANY, INC

108616-1b

LICENSE AGREEMENT

Recitals

America First Federal Credit Union, hereinafter "Licensor", owns property that is contiguous to property owned by NovaSource Utah, L.C., a Utah limited liability company, hereinafter "Licensee". Licensee and Licensor desire to enter into a License Agreement whereby Licensee's customers will have access for ingress and egress over Licensor's property.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties and other good and valuable consideration, the parties agree as follows:

1. Licensor grants to Licensee a License for customer ingress and egress over the real property described on Exhibit "A" (the "Real Property").
2. Licensee shall construct and properly maintain the following in order to have the License:
 - A. An appropriate dip at the approximate entrance to the Real Property;
 - B. A stop sign and a painted stop line on the ground located at the bottom of the hill at the entrance to the Real Property;
 - C. Licensee shall push all snow removal uphill; and
 - D. Appropriate signage requiring Licensee's customers to exit to the Southeast.
3. Term of License. Licensor agrees not to terminate this License for such period of time as the Real Property is used for the operation of a fast food restaurant.

4. Merger. All oral representations are merged into this Agreement and it becomes the final agreement between the parties.

DATED this 16th day of January, 2004.

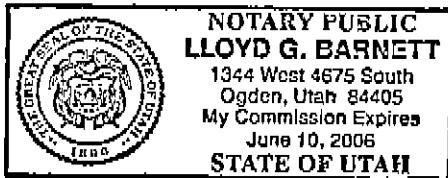
LICENSOR:

AMERICA FIRST FEDERAL CREDIT UNION, a Utah corporation

By: [Signature]
Jil Morby Vice President/Operations

STATE OF UTAH
COUNTY OF Wasatch

On the 16th day of January, 2004, personally appeared before me, Jil Morby, the signer of the above instrument, who duly acknowledged to me that she executed the foregoing License Agreement in the capacity indicated above.



[Signature]
Notary Public

My Commission Expires: _____
Residing at: _____

LICENSEE:

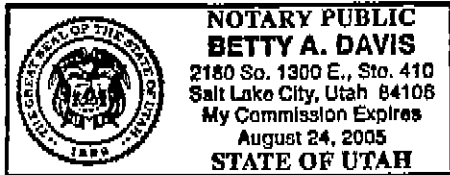
NOVASOURCE UTAH, L.C.
a Utah limited liability company

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

By: [Signature]
Shane D. Smoot
Its: President

STATE OF UTAH)
 ss.
County of Salt Lake)

On the 14th day of January, 2004, personally appeared before me Shane D. Smoot, who being by me duly sworn did say, for himself, that he is the President of NovaSource Management, Inc., a Utah corporation that executed the within instrument, which corporation is known to me to be the Manager of NovaSource Utah, L.C., a Utah limited liability company, which corporate officer acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its Board of Directors, both in its capacity as a corporation, and in its capacity as Manger of said limited liability company, and the said Shane D. Smoot acknowledged to me that said corporation and limited liability company executed the same.



Betty A. Davis
NOTARY PUBLIC

My Commission Expires: 8-24-05
Residing at: Salt Lake County, Utah

EXHIBIT "A" E 1956793 B 3463 P 1084

A part of Lot 3, Clinton Pines Subdivision Phase I within the Southwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the East Line of 2000 West Street as it exists at 55.00 foot half-width being 21.52 feet North $0^{\circ}09'39''$ East along said East Line from the Southwest Corner of said Lot 3; said point of beginning is 515.31 feet South $0^{\circ}09'39''$ West along the Section Line and 55.00 feet South $89^{\circ}50'21''$ East from the West Quarter Corner of said Section 27; and running thence North $89^{\circ}56'25''$ East 3.38 feet; thence Southeasterly along the arc of a 15.00 foot radius curve to the Right a distance of 17.72 feet (Central Angle equals $67^{\circ}41'49''$ and Long Chord bears South $56^{\circ}12'41''$ East 16.71 feet); thence South $22^{\circ}21'47''$ East 13.22 feet to the South Line of said Lot 3; thence North $89^{\circ}58'59''$ East 27.03 feet along said South Line; thence North $22^{\circ}21'47''$ West 18.76 feet; thence North $0^{\circ}09'39''$ East 45.18 feet; thence South $89^{\circ}58'59''$ West 42.20 feet to the East Line of 2000 West Street; thence South $0^{\circ}09'39''$ West 41.00 feet along said East Line to the point of beginning.

Contains 2,334 sq. ft.

pt 14-303-0003
of ~~pt 14-348-0003~~