

ASSIGNMENT OF INTEREST

THIS ASSIGNMENT OF INTEREST is effective as of October 1, 2002, among Tony Lockridge, Bill Lockridge and LOCKRIDGE OUTDOOR ADVERTISING, a sole proprietorship, whose addresses are 65 Kelley's Trail, Oldsmar, Florida 34677 (collectively referred to as "Assignors"), and RTM MEDIA, L.P., a Texas Limited Partnership, whose address is 1175 Adkins Road, Suite 101, Houston, Texas 77055 ("Assignee").

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignors hereby sell, assign, transfer and convey all of Assignors' entire right, title and interest in and to the Property listed as follows to Assignee to have and hold the Property forever:

Address	Property Owner	City of South Salt Lake Building Permit Number	UDoT Sign Permit Number	Salt Lake County Sign Lease Number
3354 S. State Street, Salt Lake City, UT	Bud Christenson	02-160		8366299
3419 S. State Street, Salt Lake City, UT	Roger Pederson	02-256		8350332
3520 S. State Street, Salt Lake City, UT	Greg McKenna	02-266		8366307
3753 S. State Street, Salt Lake City, UT	World Enterprises	02-257		8350327
203 East 3300 South, Salt Lake City, UT	Clifford Rich, Trustee	02-170	21378	8350336
268 East 3300 South, Salt Lake City, UT	Towers Association	02-172	21379	8350337
6790 State Street, Murray, UT	Steven Affleck	02-2444		8350325
736 East 3300 South, Salt Lake City, UT	Mark Breinholt	20345	21374	8350328
788 East 3300 South, Salt Lake City, UT	KD Properties	20460		8350330
1390 East 3300 South, Salt Lake City UT	Northrup Family Trust	20346	21375	8350331
888 East 3900 South, Salt Lake City, UT	Karl Hawkins	20363		8350335

Assignors hereby agree to indemnify, defend and hold Assignee harmless from and against any losses, liabilities, claims or expenses, including costs and reasonable attorneys fees on a time and charges basis, which accrue or arise in connection with this Assignment as a result of circumstances existing or actions taken prior to the date of this Assignment Agreement or as a result of any default by Assignors hereunder.

9107309
06/30/2004 01:38 PM 64.00
Book - 9008 Pg - 4341-4363 A-B
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RTM MEDIA LP
1175 ADKINS RD STE 101
HOUSTON TX 77055
BY: ZJM, DEPUTY - NA 25



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

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed effective the date first above stated.

"ASSIGNORS"

Lockridge Outdoor Advertising, a sole proprietorship

By: Bill W. Lockridge
Its: Owner

Bill Lockridge

Tony Lockridge


"ASSIGNEE"
RTM Media/L.P.

By: Anthony S. [Signature]
Its: Authorized Representative

Acknowledgement

STATE OF GA §
 §
COUNTY OF Clatsop §

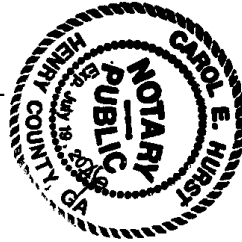
The foregoing instrument was acknowledged before me this 7th day of September 2002, by Bill Lockridge, individually and as sole proprietor of Lockridge Outdoor Advertising.

Carol Hurst

Notary Public

My commission expires:

7/19/08



Acknowledgement

STATE OF Utah §
 §
COUNTY OF S.L. §

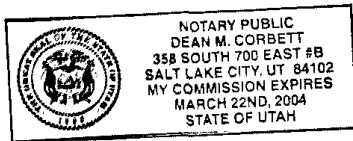
The foregoing instrument was acknowledged before me this 3rd day of October 2002, by Tony Lockridge, individually.

Dean M. Corbett

Notary Public

My commission expires:

3-22-04



Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

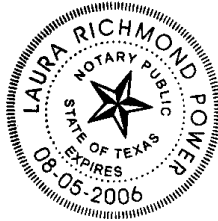
over
Tommy The foregoing instrument was acknowledged before me this 7th day of ~~October, 2003~~, by Anthony Diener of RTM MEDIA L.P., on behalf of the partnership.

Laura Power

Notary Public

My commission expires:

8-5-06



UT-1010

U7004

LOCKRIDGE

OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8366299
09/26/2002 02:18 PM 12.00
Book - 8654 Pg - 6313-6314
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E BH120
SLC UT 84102
BY: RDJ, DEPUTY - WI 2 P.

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

CITY So. Salt Lake City COUNTY SALT LAKE STATE UTAH

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

8366299

Witnesseth: that lessor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring July 2012, the premises known and described as follows: AS per LEGAL DESCRIPTION & Plot Plan

The consideration for the lease is the sum of Forty-Five Thousand (\$45000.) Dollars per year, 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 Alfred B. Christensen

Signature [Signature]

Address 380 Gordon Ln
SLC Utah

Telephone 801 262 9039

This 29th day of May 2002

Notary Public [Signature]

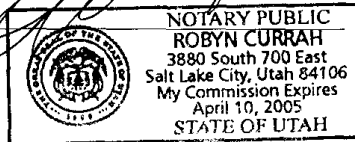
REPRESENTATIVE Jean W. Lockridge

Agreed this 23 day of May 2002

LOCKRIDGE OUTDOOR ADVERTISING

Accepted by [Signature]

Witness



8654 PG 6313

* No Competitive Advertising
* No Risque or Adult Entertainment Advertising

UT-1013

LOCKRIDGE OUTDOOR ADVERTISING AGENCY SIGN LEASE

8366307
09/26/2002 02:19 PM 12.00
Book - 8654 Pg - 6332-6333
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 So SALT LAKE COUNTY SALT LAKE STATE UTAH

THIS AGREEMENT made and entered into by and between GREG MCKENNA 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
1 AUG 2012 the premises known and described as follows: as per legal description

8366307

The consideration for the lease is the sum of FOUR THOUSAND (\$4,000⁰⁰) 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.

* NO COMPETITIVE ADVERTISING (RADIATOR)

LESSOR GREG MCKENNA REPRESENTATIVE [Signature]

Signature [Signature] Agreed this 17 day of June 2002

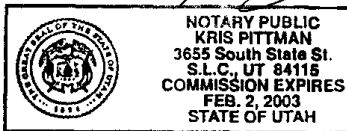
Address 3520 S. STATE LOCKRIDGE OUTDOOR ADVERTISING

SALT LAKE UT. 84115 Accepted by [Signature]

Telephone 801-268-1333 Witness [Signature]

This 13TH day of SEPTEMBER 2002

Notary Public [Signature]



8366307

VTDI 16-31-101-031-0000 DIST 14B TOTAL ACRES 1.03
MCKENNA, GREGORY D & PRINT U UPDATE REAL ESTATE 327700
SHERRIE L H FAMILY LP LEGAL BUILDINGS 395950
TAX CLASS MOTOR VEHIC 0
3520 S STATE ST EDIT 1 FACTOR BYPASS TOTAL VALUE 723650
SOUTH SALT LAKE UT 84115470920
LOC: 3520 S STATE ST EDIT 1 BOOK 7987 PAGE 2236 DATE 05/28/1998
SUB: TYPE UNKN PLAT

09/24/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG W 2 RDS FR NE COR LOT 13, BLK 16, 10 AC PLAT A, BIG
FIELD SUR; S 123.9 FT; W 362 FT; N 123.9 FT; E 362 FT TO
BEG. 1.03 AC 7138-2181 THRU 2185 7118-1958 6937-2340
6377-2687 7138-2187

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

108654966993

#1016

LOCKRIDGE

OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350327 A-10
09/11/2002 04:20 PM 14:00
Book - 8647 Pg - 2119-2120
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E B#120
SLC UT 84102
BY: SLH, DEPUTY - WI 2 P.

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

CITY So. Salt Lake COUNTY SALT LAKE STATE UTAH

THIS AGREEMENT made and entered into by and between ELDEN KINGSTON / WORLD ENT. as 'Lessor', and LOCKRIDGE OUTDOOR ADVERTISING AGENCY, hereinafter referred to as 'Lessee'.

8350327

Witnesseth: that essor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring Aug 2012, the premises known and described as follows: AS PER LEASE DESCRIPTION

The consideration for the lease is the sum of FOUR THOUSAND (\$4000.00) Dollars per year, rental, payable by Lessee upon installation of structure. All yearly lease payments will be paid in advance at the beginning of each lease year.

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. This Paragraph will not restrict Lessor from advertising its business and/or products on premises.
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. and Lessee shall restore property to its original condition.

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 term 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. At Lessee's request, Lessor must remove the display and restore premises to its original condition upon termination.
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 World Enterprises

Signature Elden Kingston

Address 3753 South State

Salt Lake City UT 84115

Telephone 801-262-5493

This 18 day of June 20 02

Notary Public Noralee Jensen

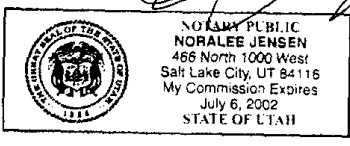
REPRESENTATIVE JOHN W. LOCKRIDGE

Agreed this 18 day of JUNE 2002

LOCKRIDGE OUTDOOR ADVERTISING

Accepted by [Signature]

Witness [Signature]



YOUR COPY TO CO. RECORDER

PH 864 7962119

VTDI 16-31-302-002-0000 DIST 14B TOTAL ACRES 0.24
 WORLD ENTERPRISES PRINT U UPDATE REAL ESTATE 100400
 LEGAL BUILDINGS 189600
 TAX CLASS MOTOR VEHIC 0
 PO BOX 65644 EDIT 1 FACTOR BYPASS TOTAL VALUE 290000
 SALT LAKE CITY UT 8416506444
 LOC: 3753 S STATE ST EDIT 1 BOOK 5605 PAGE 2860 DATE 11/20/1984
 SUB: LONGVIEW PARK ADD. TYPE UNKN PLAT
 09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 LOTS 6 7 & 8 BLK 6 LONGVIEW PARK ADD

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

BK 8647 PG 2120

LOCKRIDGE
OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350336 A-13
09/11/2002 04:20 PM 16.00
Book - 8647 Pg - 2139-2142
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E B#120
SLC UT 84102
BY: SLH, DEPUTY - WI 4 P.

358 South 700 East B#120
Salt Lake City, Utah, 84102

8350336

CITY _____ COUNTY Salt Lake City STATE UTAH

THIS AGREEMENT made and entered into by and between JAMES G. MORRISON TRUST, CLIFFORD A. RICH as 'Lessor', and LOCKRIDGE OUTDOOR ADVERTISING AGENCY, hereinafter referred to as 'Lessee'.

Witnesseth: that essor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring July 31, 2012, the premises known and described as follows: As per legal Description Trustee

The consideration for the lease is the sum of THIRTY-TWO THOUSAND (\$32000.) Dollars per year, 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.

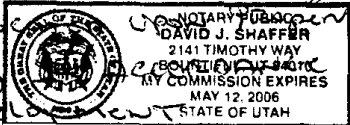
This lease is assignable by Lessor or Lessee and shall be binding upon the heirs, successors and assigns of both and Lessee.

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 G Morrison Trust REPRESENTATIVE John W Lockridge
Signature Clifford A Rich, Trustee Agreed this 21 day of May 2002
Address 658 E 1050 No LOCKRIDGE OUTDOOR ADVERTISING
Btfl, UT 84010 Accepted by [Signature]
Telephone 801-295-4647 Witness _____
This 24 day of May 2002 Notary Public _____

* Sign Can Be Released in the event of
Sale of Property, TO SIGN REGULATIONS.
AND OR Development



8350336

ADDENDUM

THIS ADDENDUM is made and entered into this 23 day of MAY, 2002, by and between **CLIFFORD A. RICH, Trustee of the JAMES G. MORRISON TRUST**, hereinafter referred to as "Lessor" and **LOCKRIDGE OUTDOOR ADVERTISING AGENCY**, hereinafter referred to as "Lessee."

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the terms and conditions of that certain signed Lease executed by the parties, which Lease is incorporated by reference herein, is made a part hereof and shall remain in full force and effect except as modified herein.

1. The area where the sign is to be constructed shall be set forth definitively, not only in legal description but in a drawing, evidencing the height, width and material used for construction of the display sign.
2. In the event Lessor determines there are additional areas on the property wherein signs could be displayed which would not interfere with Lessee's sign, Lessor is not prohibited from entering into an arrangement for an additional sign(s) to be placed on the property.
3. Lessee shall be responsible for any damage done to the property either by itself and/or its subcontractors, electrical contractors, utility companies and any other party having access to the property for the purpose of constructing, maintaining or operating the sign.
4. In the event Lessee terminates this Lease by giving Lessor thirty (30) days' advanced written notice for any reason, other than the sign being in violation of any ordinance, law or obstructed by an act of Lessor or Lessor's agents, Lessee shall not be entitled to any rent paid in advance for any unexpired term.
5. When the original term of ten (10) years expires, Lessee shall notify Lessor within sixty (60) days of such expiration date, of Lessee's intent to continue to maintain and operate the sign. If Lessor is agreeable to having the sign continue, the amount of rent shall be renegotiated and increased in accordance with inflation and/or the Consumer Price Index.

~~BK 9008 PG 2140~~

6. This Lease shall not prohibit Lessor from selling or leasing the property subject to the terms and conditions of this Lease.
7. In the event Lessee assigns the Lease, Lessee shall notify Lessor in writing of the name, address and financial condition of the proposed sub-Lessee, and Lessor shall not unreasonably withhold consent.
8. In the event Lessee defaults in any way pursuant to the terms and conditions of this Lease, including payment of rent and/or performance of any other responsibilities or obligations herein, and if Lessor is required to obtain the services of an attorney to enforce the Lease, Lessee agrees to pay reasonable attorney's fees.
9. Lessee shall obtain all permits, licenses and any other prerequisite requirements and/or documentation.
10. Lessee shall maintain the sign at all times in a proper manner which is conducive to outdoor display signs.
11. At the conclusion of this Lease, Lessee agrees to remove the sign and return the property to its prior condition, reasonable wear and tear excepted.
12. Any modification, addition or alteration of this Lease shall be in writing.
- DATED this 23 day of MAY, 2002.

LESSOR:

Clifford A. Rich
CLIFFORD A. RICH
Trustee of the JAMES G. MORRISON TRUST

LESSEE:

LOCKRIDGE OUTDOOR ADVERTISING AGENCY

BY: John W. (Bill) Lockridge

John W. Lockridge

C:\OFFICE\BRI\CLIFF\ADDENDUM.spd

BK 9008 PG 2141

VTDI 16-30-327-032-2000 DIST 14B TOTAL ACRES 0.34
 RICH, CLIFFORD A; TR PRINT U UPDATE REAL ESTATE 156200
 LEGAL BUILDINGS 0
 TAX CLASS MOTOR VEHIC 0
 638 E 1050 N EDIT 1 FACTOR BYPASS TOTAL VALUE 156200
 BOUNTIFUL UT 840102616
 LOC: 203 E 3300 S EDIT 1 BOOK 8387 PAGE 8036 DATE 10/24/2000
 SUB: TYPE UNKN PLAT

09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG E 33 FT & N 31.56 FT FR SW COR LOT 1, BLK 32, 10 AC PLAT
 A, BIG FIELD SUR; N 118.44 FT; E 115 FT; S 130.31 FT; W 103
 FT; N 44-46'04" W 16.73 FT TO BEG. 0.34 AC. 5312-0532

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

BK 864702142

1020

LOCKRIDGE
OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350337 A-14
09/11/2002 04:20 PM 12.00
Book - 8647 Pg - 2143-2144
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E B#120
SLC UT 84102
BY: SLK, DEPUTY - WE 1/P.
3P

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

CITY S. Salt Lake COUNTY Salt Lake City STATE UTAH

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

8350337

Witnesseth: that essor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring July 2012, the premises known and described as follows: As per Lease Description

The consideration for the lease is the sum of THIRTY-TWO THOUSAND (\$32000) Dollars per year, rental, payable by Lessee upon installation of structure. And on 15% of Revenue whichever is Greater

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 Towers Associates by
Signature David J. Tower
Address 2368 Lambourne Ave
Salt Lake City, UT 84109
Telephone (801) 467-4130
This 24 day of May 2002
Notary Public [Signature]

REPRESENTATIVE Gary W. Lockridge
Agreed this 23 day of May 2002
LOCKRIDGE OUTDOOR ADVERTISING
Accepted by [Signature]
Witness [Signature]

BK 9008 PG 4354

STATE OF UTAH
COUNTY OF SALT LAKE
Subscribed and sworn to before me this 24 day of
MAY 2002
Heather Scoville
Notary Public
Residing at SALT LAKE COUNTY
Commission 3/00



BK 8647pg 2144

VTDI 16-30-379-005-0000 DIST 14B TOTAL ACRES 1.32
 TOWERS ASSOCIATES PRINT U UPDATE REAL TATE 255300
 PARTNERSHIP LEGAL BUILDINGS 343250
 TAX CLASS MOTOR VEHIC 0
 2368 E LAMBOURNE AVE EDIT 1 FACTOR BYPASS TOTAL VALUE 598550
 SALT LAKE CITY UT 84109270868
 LOC: 262-266 E 3300 S EDIT 1 BOOK 7133 PAGE 1431 DATE 04/17/1995
 SUB: TYPE UNKN PLAT

09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG 8 RDS W FR NE COR LOT 10 BLK 17 10 AC PLAT A BIG FIELD
 SUR W 8.4 RDS S 414.2 FT E 8.4 RDS N 414.2 FT TO BEG 1.32 AC
 5212-0253
 *** TOWERS ASSOCIATES PARTNERSHIP; 1/2 INT
 *** TOWERS, GARY H &
 *** TOWERS, CAROLYN W; JT 1/2 INT

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

-88647862114- A

10x30

#1022

LOCKRIDGE

OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350325 A-16
09/11/2002 04:20 PM 12.00
Book - 8647 PG - 2115-2116
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E B#120
SLC UT 84102
BY SLH, DEPUTY - WI 2 P.

8350325

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

CITY MURRAY COUNTY SALT LAKE Co. STATE UTAH

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

Witnesseth: that essor does herewith lease to Lessee for a term of 10 years beginning upon erection and expiring 1 AUG 2012 the premises known and described as follows: As per Legal Description

The consideration for the lease is the sum of FOUR THOUSAND (\$ 4000.) Dollars per year, rental, payable by Lessee upon ~~installation of structure.~~ RECEIVING APPLICABLE PERMITS. 6790 S. STATE

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.

[Handwritten initials]

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~~ GRANTOR and shall be binding upon the heirs, successors and assigns of both and Lessee.

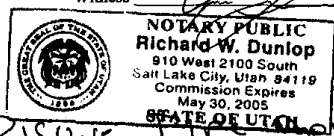
Lessee agrees to pay promptly the rentals provided herein, Lessor warrants title and agrees that the right to cancel as provided above shall not be exercised for any other display advertising purposes. Lessor warrants that they as owner, agent or tenant has the full right and authority to enter into 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 [Signature]
Signature STEVEN R. APPECK
Address 1032 W. 2610 St.
SLC UT 84119
Telephone 801-972-4313

REPRESENTATIVE [Signature]
Agreed this 11 day of JUN 2002
LOCKRIDGE OUTDOOR ADVERTISING
Accepted by [Signature]
Witness [Signature]

This 11 day of June 2002
Notary Public [Signature]



* No Tobacco, ALCOHOL, NO RISQUE
* No Competitive Advertisers

8350325-1022-1-1

VTDI 22-19-301-014-0000 DIST 21 TOTAL ACRES 0.36
 AFFLECK, STEVEN R PRINT U UPDATE REAL ESTATE 111200
 LEGAL BUILDINGS 0
 % SUPREME AUTOMOTIVE TAX CLASS MOTOR VEHIC 0
 1032 W 2610 S EDIT 1 FACTOR BYPASS TOTAL VALUE 111200
 SALT LAKE CITY UT 84119243432
 LOC: 6790 S STATE ST EDIT 1 BOOK 8295 PAGE 3396 DATE 07/26/1999
 SUB: TYPE UNKN PLAT

09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG 1223 FT S & S 89-58' E 341 FT & N 3-59' E 75 FT FR NW
 COR OF SW 1/4 SEC 19, T 2S, R 1E, S L M; N 3-59' E 71 FT; W
 219.12 FT; S 3-59' W 71 FT; E 219.12 FT TO BEG. 0.36 AC.
 5183-0035,0036 5788-1826 5838-0581 8295-3392,3394

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

BK8647PG2116

LOCKRIDGE
OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350328 A-20
09/11/2002 04:20 PM 12.00
Book - 8647 Pg - 2121-2122
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E #W120
SLC UT 84102
BY: SLH, DEPUTY - WI 2 P.

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

CITY Salt Lake COUNTY Salt Lake STATE Utah

THIS AGREEMENT made and entered into by and between Mark Breinholt 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 Aug 2012, the premises known and described as follows: As per legal Description

The consideration for the lease is the sum of THIRTY-TWO THOUSAND (\$32,000.00) Dollars per year, rental, payable by Lessee upon installation of structure.

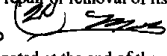
The property is leased for the purpose of construction, operation and maintenance of an outdoor advertising display. Lessee is herewith granted the sole exclusive right to display advertising copy on the premises. Lessee is granted the right to ingress and egress over the said premises for the terms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

To Be Reconstructed 

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 Mark Breinholt
Signature Mark Breinholt
Address 2787 So. Blair St.
So. SLC, UT 84115
Telephone 514-2015

REPRESENTATIVE [Signature]
Agreed this 17 day of June 2002
LOCKRIDGE OUTDOOR ADVERTISING
Accepted by Gary W. Ott
Witness _____

This 14th day of June 2002

Notary Public Richard R. Harms

 RICHARD R. HARMS
NOTARY PUBLIC • STATE OF UTAH
36 W. FREMONT AVE.
SALT LAKE CITY, UT 84101-3101
COMM. EXP. 04-19-2003

8350328

BK 8647 PG 2121

VTDI 16-29-354-001-0000 DIST 17A TOTAL ACRES 0.11
 BREINHOLT, MARK PRINT U UPDATE REAL ESTATE 25190
 LEGAL BLDINGS 69780
 TAX CLASS MOTOR VEHIC 0
 EDIT 1 FACTOR BYPASS TOTAL VALUE 94970
 736 E 3300 S
 SALT LAKE CITY UT 84106156136
 LOC: 736 E 3300 S EDIT 1 BOOK 7249 PAGE 1010 DATE 10/26/1995
 SUB: TYPE UNKN PLAT
06/20/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM 239 FT E FR NW COR LOT 9 BLK 20 10 AC PLAT A BIG FIELD
 SUR E 52 FT S 95 FT W 52 FT N 95 FT TO BEG 0.1 AC 5482-0461

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

BK 8647 PG 2122

UT-1028

A-24

LOCKRIDGE

OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350331
09/11/2002 04:20 PM 12:00
Book - 8647 Pg 2127-2128
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E #W120
SLC UT 84102
BY: SLH, DEPUTY - WI 2 P.

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

CITY _____ COUNTY Sauklegrew STATE UTAH

THIS AGREEMENT made and entered into by and between NORTHROP Family TRUSTS 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 Aug 2012 the premises known and described as follows: as per legal description

The consideration for the lease is the sum of THIRTY-TWO THOUSAND (\$32000) Dollars per year and/or 15% of the structure's net revenue, whichever is greater, rental, payable by Lessee upon issuance of permits 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.

* NO COMPETITIVE ADVERTISERS

LESSOR Daniel Northrop

REPRESENTATIVE JAWW LOCKRIDGE

Signature Daniel Northrop

Agreed this 19 day of June 2002

Address 2697 SW Willow Green

LOCKRIDGE OUTDOOR ADVERTISING

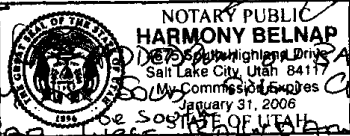
OR SLC UT 84093

Accepted by [Signature]

Telephone 554-3516

Witness [Signature]

This 20th day of June 2002



Notary Public [Signature]

* IN THE EVENT PROPERTY CAN BE REMOVED AND RE-INSTALLED TO THE FAR WEST SIDE OF UTAH LINE, AT LESSEE'S EXPENSE. SIGN TO BE MOVED WITHIN 60 DAYS WRITTEN NOTICE.

8350331

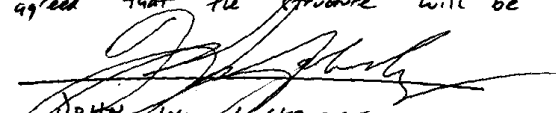
POOR COPY - CO. RECORDER

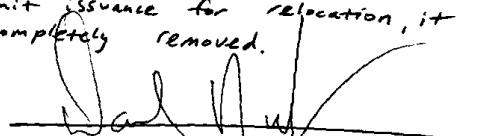
UNRECORDED

ADDENDUM

① IF IN THE EVENT LESSOR DOES NOT RECEIVE RENT FOR A PERIOD OF 6 (SIX) CONSECUTIVE MONTHS, OWNERSHIP OF THE STRUCTURE WILL BECOME LESSOR'S.

② IF IN THE EVENT THE RE-INSTALLATION CLAUSE IS OPTIONED, BUT LOCAL governmental ordinance prevents new permit issuance for relocation, it is agreed that the structure will be completely removed.


JOHN W. LOCKRIDGE
OWNER LOCKRIDGE OUTDOOR


NORTHROP FAMILY TRUST

20th June 2002
DATE

BK864/PE2128

VTDI 16-28-351-009-0000 DIST 17 TOTAL ACRES 0.17
 NORTHROP, DANIAL D & PRINT U UPDATE REAL ESTATE 126300
 BRENSA, TRS LEGAL BLDINGS 45200
 TAX CLASS MOTOR VEHIC 0
 8697 S WILLOW GREEN CIR EDIT 1 FACTOR BYPASS TOTAL VALUE 171500
 SANDY UT 84093225197
 LOC: 1390 E 3300 S EDIT 1 BOOK 8292 PAGE 2526 DATE 07/07/1999
 SUB: TYPE UNKN PLAT

06/20/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG E 559.75 FT & N 1161.6 FT & S 2-55' E 52.06 FT FR SW COR
 SEC 28, T 1S, R 1E, SLM; N 89-48' E 22.29 FT; S 53-14'50" E
 44.11 FT; S 15-08'39" E 95.64 FT; S 84- W 76.5 FT M OR L; N
 2-55' W 124.94 FT TO BEG. 0.17 AC M OR L. 7948-1225
8094-1314 8279-6881 8288-6274

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

BK 6200 ↑ COMPUTER

BEFORE 6200 MICROFILM

BK 8647 PG 2120 X

1029

LOCKRIDGE
OUTDOOR ADVERTISING AGENCY
SIGN LEASE

8350335
09/11/2002 04:20 PM 12.00
Book - 8647 Pg - 2137-2138
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOCKRIDGE OUTDOOR ADVERTISING
358 S 700 E B#120
SLC UT 84102
BY: SLH; 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 DR KARL Hawkins 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 1 AUG 2012, the premises known and described as follows: as per legal description

The consideration for the lease is the sum of THIRTY THOUSAND DOLLARS (30000) 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.

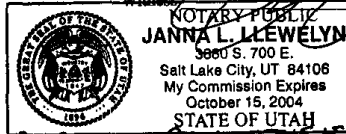
Lessor empowers Lessee with full authority to act as agent for Lessor in all matters necessary to the erection of said advertising display.

Lessor reserves the right to, at anytime throughout the term of the lease, to sell Lessee a permanent easement with egress and ingress to service structure for a one time lump sum of \$20,000.

LESSOR KARL J. HAWKINS
Signature Karl Hawkins Jr
Address 858 E 3900 SO

Telephone 801 268-0100
This 26 day of JUNE 2002
Notary Public Janna Lewelyn

REPRESENTATIVE John W Lockridge
Agreed this 26 day of June 2002
LOCKRIDGE OUTDOOR ADVERTISING
Accepted by [Signature]
Witness _____



* Lessor HAS FIRST RIGHT TO APPROVE ADVERTISERS

8350335

BK8647PG2137

VTDI 16-32-376-006-0000 DIST 16 TOTAL ACRES 0.24
 HAWKINS, KARL J, JR & PRINT U UPDATE REAL ESTATE 112300
 LYLE H (JT) LEGAL BUILDINGS 41100
 TAX CLASS MOTOR VEHIC 0
 888 E 3900 S EDIT 1 FACTOR BYPASS TOTAL VALUE 153400
 MURRAY UT 84107215188
 LOC: 888 E 3900 S EDIT 1 BOOK 5972 PAGE 2214 DATE 10/29/1987
 SUB: TYPE UNKN PLAT

09/11/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG 455.1 FT E & S 10.88 FT FR NW COR OF LOT 10, BLK 5, TEN
 ACRE PLAT A, BIG FIELD SUR; S 114.12 FT; E 85 FT; N 105 FT;
 NW'LY 85.48 FT TO BEG. 0.24 AC 4745-949 5528-2709

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

BK 8647862138