

LICENSE AGREEMENT

IN 2654

PETERSON ENTERPRISES OF ORLANDO, INC.

P.O. Box 560907 . Orlando, FL 32856

2700 S. Orange Ave., Suite 220 . Orlando, FL 32808

Phone (407) 839-1154 . FAX (407) 872-2341

September 23, 1994

RECEIVED

JAN 09 1995

Contract # CSX 17865

Customer # 230501

RR File No. V

Licensee # IN - 265A

PETERSON ENTERPRISES

THIS AGREEMENT made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation (including all wholly owned subsidiaries or entities controlled by CSX Transportation, Inc.), and CSX REALTY, INC., also a Virginia corporation (including all wholly owned subsidiaries or entities controlled by CSX Realty,

Inc.), hereinafter jointly referred to as "Licensor" and WHITECO METROCOM INC. - GARY, hereinafter referred to as "Licensee".

WITNESSETH: THAT Licensor does herewith grant to Licensee for and in consideration of the sums of money agreed to be paid by Licensee to Licensor and of the covenants upon the part of Licensee to be kept and performed as hereinafter expressed, the right to use the land known and described as follows, hereinafter referred to as "the Premises", for the sole purpose of erecting, placing and maintaining:

ONE STRUCTURE DISPLAYING (2) 14X48 PER APPROVED SIGN APPLICATION ATTACHED

located at:

WHITING, LAKE COUNTY, INDIANA SOUTH SIDE IN. HWY 912 APPROX 410' EAST OF WHITEOAK AVE

The consideration for the Licensee's agreement is the sum of ONE THOUSAND OR 25% OF GROSS INCOME, WHICHEVER IS GREATER \$1,000.00

Dollars per year, payable by Licensee in advance, plus taxes, if applicable, beginning 10/1/94 for a term of one year and continuing thereafter for successive one year terms until terminated by either party in accordance with this Agreement. All payments under this License Agreement shall be made to Licensor's agent, as hereafter identified, until issuance of written notice to the contrary by Licensor. Such termination shall not relieve Licensee from any obligation incurred prior to the date of termination.

The use of the Premises is granted only for the purpose of construction, operation and maintenance of an outdoor advertising structure which includes the right to display advertising copy on the structure on the Premises.

Licensee hereby covenants and agrees to protect, indemnify and save harmless Licensor from and against any and all liability, claims, demands, suits or liens, including reasonable attorney's fees and expenses, made or brought by reason of Licensee's acts or omissions, or the acts or omissions of Licensee's agents, servants or employees or arising from or related to, in any way, the exercise by Licensee of the rights granted to Licensee under this License Agreement. Licensee's indemnity shall cover, by way of example and not limitation, the death of or injury to any person or persons, including the death of or an injury to an agent, servant or employee of the Licensee or its subcontractors, and damage to any property.

The Licensee agrees to obtain and keep in force and effect during the entire term of this License Agreement commercial general liability insurance policy in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage. The commercial general liability insurance policy shall name Licensor as an additional insured. Licensee also agrees to take out and keep in force and effect and to pay premiums on workmen's compensation insurance for those of its employees who are concerned in any way with the performance of this license. Licensee will furnish Licensor with Certificates of Insurance to evidence the insurance required under this License Agreement.

The Additional Terms and Conditions attached hereto are a material part of this License Agreement and are incorporated herein. Failure by either party hereto to insist upon strict compliance with any of the terms, conditions or obligations of this License Agreement shall not be deemed a waiver thereof. Any changes, modifications or waivers agreed to by the parties hereto shall be made in writing.

This License Agreement shall be binding upon successors and assigns of the parties hereto but may not be assigned by Licensee without the prior written approval of Licensor. Licensor shall initially be represented in this Agreement by Peterson Enterprises of Orlando, Inc., who shall act as Licensor's exclusive agent in all matters related to this License Agreement. Licensor reserves the right to substitute agents from time to time to act on Licensor's behalf.

Licensee agrees to pay promptly the fees provided herein. Licensor, and its agent, Peterson Enterprises of Orlando, Inc., warrants that each has the full right and authority to enter into this License Agreement.



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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD JUN 10 AM 9:55

CSX BY: Richard M. [Signature]

LICENSOR: CSX TRANSPORTATION INC. CSX REALTY, INC.

By: Peterson Enterprises of Orlando Inc. exclusive agent for licensor pursuant to agreement between agent and licensor.

[Signature]

Witnesses:

Thomas C. Frisbie [Signature]

Date 1-9-95

LICENSEE: WHITECO METROCOM INC - GARY

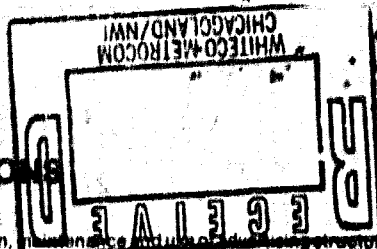
By: [Signature] Address: 1770 W. 41ST AVENUE GARY, IN 46408 Telephone: (219) 980-1147

Witnesses:

[Signature] 10/29/94

To: William P. Schmetter 1770 W 41st Ave. Gary, In. 46408

ADDITIONAL TERMS AND CONDITIONS



- ERECTION AND MAINTENANCE:** The Licensee agrees to assume all expenses in connection with the erection, maintenance and repair of advertising structures and all attachments or appurtenances and to maintain them in first class condition to the satisfaction of Licensor. If requested, Licensee shall provide Licensor with plans and specifications for any structures or items which are to be placed on the Premises.
- COMPLIANCE, TAXES AND PERMITS:** All advertising matter and structures placed on the Premises shall be satisfactory to Licensor and shall comply with all Federal, State, Municipal, and other governmental requirements, rules and regulations. Licensee agrees to remove advertising matter deemed objectionable by Licensor within thirty (30) days of notice from Licensor to do so. The Licensee agrees to pay all taxes with respect to this license, the advertising matter and the advertising structures, and shall obtain all permits and be responsible for the continuation of such permits at its own expense. Notice of application for, or a copy of secured permits shall be furnished to Licensor upon request.
- TERMINATION OR CANCELLATION:** This License (a) may be terminated by Licensor or Licensee at any time upon sixty (60) days' written notice or (b) may be terminated by Licensor at any time (1) when, in the opinion of Licensor, the advertising matter or advertising structures are objectionable for any reason or (2) should the existence of the advertising matter, or the advertising structures be declared unlawful. Upon such termination or cancellation, the proportionate part of the license fee paid in advance, if any, shall be refunded to the Licensee. All structures, materials and displays placed upon the Premises by Licensee shall remain Licensee's property, and Licensee shall remove the same within thirty (30) days after termination or cancellation of this License Agreement. After said 30 days, at the option of Licensor, they either become Licensor's property or Licensor may remove them and collect all costs and expense incurred by Licensor for such removal and restoration of the Premises to a condition of usefulness reasonably satisfactory from Licensee. Also Licensee, within thirty (30) days after termination or cancellation of this License Agreement, shall terminate or cancel all governmental permits which may have been acquired or secured for structures, materials and displays placed upon the Premises.
- DEFAULT:** Default shall be deemed to occur whenever the fee due in advance under this License Agreement shall be in arrears for a period of thirty (30) days or any other provision of this License Agreement is breached by Licensee. In the event of default, Licensor reserves the right at any time at its sole option either (1) to consider that the entire total balance of payments to be made under this License Agreement shall be accelerated and become immediately due and payable; or (2) to cancel this license and to require immediate payment of the balance due. Licensee agrees to pay forthwith the amount determined to be due Licensor in accordance with either of the above options including late payment charges in accordance with paragraph 7 from the date of such call of payment, and to reimburse Licensor for any costs of removal and storage incurred. Licensee further agrees to reimburse Licensor for any expenses that Licensor may incur in the collection of the said amount and costs, which shall include reasonable attorney's fees and court costs.
- SERVICE OF NOTICE:** Written notice must be by personal service, or by registered or certified mail, with return receipt, or telegram with confirmation of delivery, and in the latter cases it shall be effective at the time of registering or certifying and posting the letter containing the written notice in the United States mails, or sending the telegram.
- NON-ASSIGNMENT:** Neither this License nor the rights hereunder may be assigned in whole or in part by the Licensee without the prior written consent of Licensor.
- LATE PAYMENT CHARGE:** Payments are subject to late payment charge of one and one-half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law, on any balance past due over ten (10) days. This shall also apply to any balances due under paragraph 4 hereof.
- PERCENTAGE CLAUSE:** If this License contains a percentage clause, a copy of the applicable advertising contract(s) must be submitted to Licensor, upon request. Rate is based on gross sales. Gross sales does not allow deductions of agency fees or any discounts.



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Inc.), hereinafter jointly referred to as "Licensor" and WHITECO METROCOM INC - GARY, hereinafter referred to as "Licensee".
WITNESSETH: THAT Licensor does herewith grant to Licensee for and in consideration of the sums of money agreed to be paid by Licensee to Licensor and of the covenants upon the part of Licensee to be kept and performed as hereinafter expressed, the right to use the land known and described as follows, hereinafter referred to as "the Premises", for the sole purpose of erecting, placing and maintaining:

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OR 25% OF GROSS INCOME, WHICHEVER IS GREATER

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The use of the Premises is granted only for the purpose of construction, operation and maintenance of an outdoor advertising structure which includes the right to display advertising copy on the structure on the Premises.

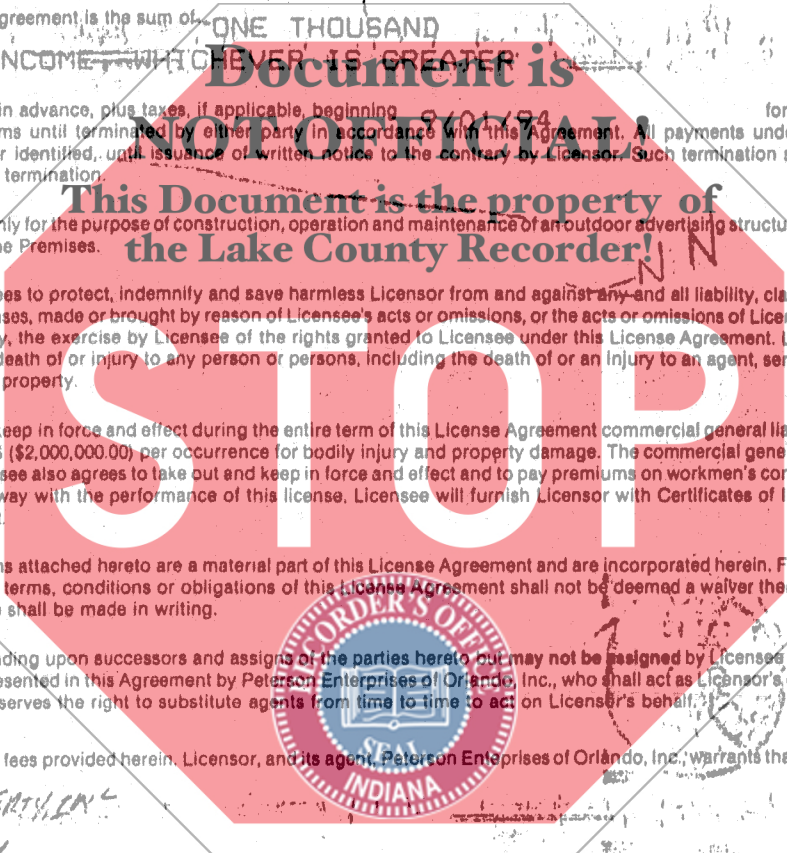
Licensee hereby covenants and agrees to protect, indemnify and save harmless Licensor from and against any and all liability, claims, demands, suits or liens, including reasonable attorney's fees and expenses, made or brought by reason of Licensee's acts or omissions, or the acts or omissions of Licensee's agents, servants or employees or arising from or related to, in any way, the exercise by Licensee of the rights granted to Licensee under this License Agreement. Licensee's indemnity shall cover, by way of example and not limitation, the death of or injury to any person or persons, including the death of or an injury to an agent, servant or employee of the Licensee or its subcontractors, and damage to any property.

The Licensee agrees to obtain and keep in force and effect during the entire term of this License Agreement commercial general liability insurance policy in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence for bodily injury and property damage. The commercial general liability insurance policy shall list Licensor as an additional insured. Licensee also agrees to take out and keep in force and effect and to pay premiums on workmen's compensation insurance for those of its employees who are concerned in any way with the performance of this license. Licensee will furnish Licensor with Certificates of Insurance to evidence the insurance required under this License Agreement.

The Additional Terms and Conditions attached hereto are a material part of this License Agreement and are incorporated herein. Failure by either party hereto to insist upon strict compliance with any of the terms, conditions or obligations of this License Agreement shall not be deemed a waiver thereof. Any changes, modifications or waivers agreed to by the parties hereto shall be made in writing.

This License Agreement shall be binding upon successors and assigns of the parties hereto but may not be assigned by Licensee without the prior written approval of Licensor. Licensor shall initially be represented in this Agreement by Peterson Enterprises of Orlando, Inc., who shall act as Licensor's exclusive agent in all matters related to this License Agreement. Licensor reserves the right to substitute agents from time to time to act on Licensor's behalf.

Licensee agrees to pay promptly the fees provided herein. Licensor, and its agent, Peterson Enterprises of Orlando, Inc., warrants that each has the full right and authority to enter into this License Agreement.



CSX BY: Richard M. [Signature]
1/07

LICENSOR: **CSX TRANSPORTATION INC.**
CSX REALTY, INC.

By: Peterson Enterprises of Orlando Inc.
exclusive agent for licensor pursuant
to agreement between agent and licensor.

[Signature]

Witnesses:

Thomas C. Trishie
[Signature]

Date 1-9-95

LICENSEE: WHITECO METROCOM INC - GARY

By: [Signature]

Address: 1770 W. 41ST AVENUE
GARY, IN 46408
Telephone: (219) 980-1147

Witnesses:

Mary Sue Sheek
10/29/94

ADDITIONAL TERMS AND CONDITIONS

1. ERECTION AND MAINTENANCE: The Licensee agrees to assume all expenses in connection with the erection, maintenance and repair of advertising structures and all attachments or appurtenances and to maintain them in first class condition to the satisfaction of Licensor. If requested, Licensee shall provide Licensor with plans and specifications for any structures or items which are to be placed on the Premises.

2. COMPLIANCE, TAXES AND PERMITS. All advertising matter and structures placed on the Premises shall be satisfactory to Licensor and shall comply with all Federal, State, Municipal, and other governmental requirements, rules and regulations. Licensee agrees to remove advertising matter deemed objectionable by Licensor within thirty (30) days of notice from Licensor to do so. The Licensee agrees to pay all taxes with respect to this license, the advertising matter and the advertising structures, and shall obtain all permits and be responsible for the continuation of such permits at its own expense. Notice of application for, or a copy of secured permits shall be furnished to Licensor upon request.

3. TERMINATION OR CANCELLATION: This License (a) may be terminated by Licensor or Licensee at any time upon sixty (60) days' written notice or (b) may be terminated by Licensor at any time (1) when, in the opinion of Licensor, the advertising matter or advertising structures are objectionable for any reason or (2) should the existence of the advertising matter, or the advertising structures be declared unlawful. Upon such termination or cancellation, the proportionate part of the license fee paid in advance, if any, shall be refunded to the Licensee. All structures, materials and displays placed upon the Premises by Licensee shall remain Licensee's property, and Licensee shall remove the same within thirty (30) days after termination or cancellation of this License Agreement. After said 30 days, at the option of Licensor, they either become Licensor's property or Licensor may remove them and collect all costs and expense incurred by Licensor for such removal and restoration of the Premises to a condition of usefulness reasonably satisfactory from Licensee. Also Licensee, within thirty (30) days after termination or cancellation of this License Agreement, shall terminate or cancel all governmental permits which may have been acquired or secured for structures, materials and displays placed upon the Premises.

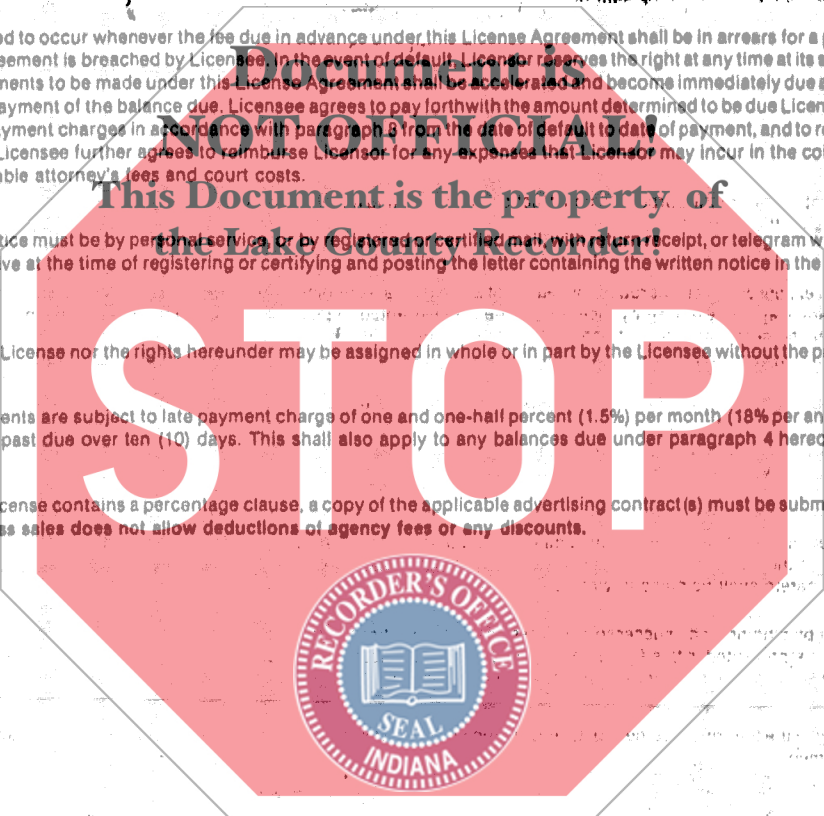
4. DEFAULT: Default shall be deemed to occur whenever the fee due in advance under this License Agreement shall be in arrears for a period of thirty (30) days or any other provision of this License Agreement is breached by Licensee. In the event of default, Licensor reserves the right at any time at its sole option either (1) to consider that the entire total balance of payments to be made under this License Agreement shall be accelerated and become immediately due and payable; or (2) to cancel this license and to require immediate payment of the balance due. Licensee agrees to pay forthwith the amount determined to be due Licensor in accordance with either of the above options including late payment charges in accordance with paragraph 8 from the date of default to date of payment, and to reimburse Licensor for any costs of removal and storage incurred. Licensee further agrees to reimburse Licensor for any expenses that Licensor may incur in the collection of the said amount and costs, which shall include reasonable attorney's fees and court costs.

5. SERVICE OF NOTICE: Written notice must be by personal service, or by registered or certified mail, with return receipt, or telegram with confirmation of delivery, and in the latter cases it shall be effective at the time of registering or certifying and posting the letter containing the written notice in the United States mails, or sending the telegram.

6. NON-ASSIGNMENT: Neither this License nor the rights hereunder may be assigned in whole or in part by the Licensee without the prior written consent of Licensor.

7. LATE PAYMENT CHARGE: Payments are subject to late payment charge of one and one-half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law, on any balance past due over ten (10) days. This shall also apply to any balances due under paragraph 4 hereof.

8. PERCENTAGE CLAUSE: If this License contains a percentage clause, a copy of the applicable advertising contract(s) must be submitted to Licensor, upon request. Rate is based on gross sales. Gross sales does not allow deductions of agency fees or any discounts.



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ENTRISSES

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