

LAND LEASE FOR OUTDOOR ADVERTISING STRUCTURES

THIS LEASE, entered between Northern Indiana Public Service Company, 5265 Hohman Avenue, Hammond, IN 46320, (hereinafter referred to as "Owner") and Focus Enterprises, Inc., d.b.a. Focus Outdoor, 660 Morthland Drive, Suite A, Valparaiso, Indiana 46385 (hereinafter referred to as "Focus").

WITNESSETH

In consideration of the following covenants, promises, terms and conditions, the parties agree as follows:

1. Lease of Premises. The Owner hereby leases exclusively to Focus the following described real estate, site or location (hereinafter referred to as the "Premises"):

Parcel 1 - See attached Exhibit "A"

2. Use. Focus shall use the Premises for the purpose of erecting and maintaining ONE (1) outdoor advertising structure, hereinafter referred to as "sign".

3. Initial Term. This Lease shall commence on the date that first construction of any sign commences on the Premises and continue for a period of one hundred twenty (120) months.

4. Renewal Term. If Focus is not in default in the performance of any of the terms, covenants and conditions contained in this Lease to be complied with, Focus shall have the right to extend the term of this Lease for two renewal periods of ten (10) years each. Focus shall give Owner notice of its election thirty (30) days or more prior to the expiration of the initial and renewal terms. Thereafter, the term of this Lease shall be automatically renewed for successive periods of one (1) year unless notice is given by either party electing to terminate this Lease sixty (60) days prior to the end of the then current term.

5. Consideration. Focus shall pay to Owner and Owner shall accept from Focus annual rent during the initial term in the amount of Three Thousand Dollars (\$3,000.00) for each outdoor advertising structure located on the Premises. During the first renewal term, the annual rent for each outdoor advertising structure located on the premises will be increased to Four Thousand Dollars (\$4,000.00). During the second renewal term, the annual rent for each outdoor advertising structure located on the premises will be increased to Five Thousand Five Hundred Dollars (\$5,500.00). Payment shall be made in advance in annual installments beginning on the date that the term of this Lease commences. Focus shall be deemed in default of this Lease if any annual installment is not made by Focus within thirty (30) days after it is due and notice of said delinquency is made by Owner on Focus as provided for herein.

6. Right of Access. The Owner does hereby consent and grant to Focus the right of ingress and egress to and from the Premises using the most feasible route across Owner's property to the Premises to erect and maintain the sign(s). Said right of access shall include, without limiting the generality of the foregoing the (a) right to extend, provide and establish electrical power to the Premises and place incidental equipment thereon; (b) right to place stone, gravel, or clean fill on Owner's property to provide a stable surface for vehicles to access the Premises; (c) right to remove or trim trees and other vegetation that may from time to time obstruct or interfere with the visibility of the sign(s) from any public thoroughfare or block or impede Focus' right of ingress and egress from the Premises.

7. Taxes. Focus represents, covenants and warrants to pay each and all and every tax levied by virtue of its activities on the Premises.

8. Utilities. Focus agrees to pay any and all charges for public utility service furnished to the sign(s) during the term of this Lease and to hold the Owner harmless from any charges for services imposed or made by the utility provider to the improvements of Focus during the term of this Lease.

9. Recordation of Lease. The parties agree and acknowledge that either party may but is not obligated to place this Lease or a memoranda thereof in the public records of the County in which the Premises is located.

10. Assignment. Focus may assign or sublease its rights under this Lease after obtaining written consent from Owner, which shall not be unreasonably withheld. Consent or refusal to consent by Owner shall be provided in writing within fifteen (15) days of a written request by Focus. If no written consent or refusal to consent is received by Focus within fifteen (15) days of its written request, Owner shall be deemed to have consented to the assignment or subletting. Focus' assignments or subletting shall not relieve Focus of any

liability for the agreed rental due hereunder nor from Focus' obligation to perform all of the covenants herein contained unless specifically set forth in Owner's consent.

11. Compliance with Laws and Ordinances. Focus agrees to strictly comply with all pertinent laws, ordinances, statutes and regulations whatsoever, or any governmental body or political subdivision, incident to its use of the premises thereof.

12. Covenant of Possession and Exclusivity of Use. Owner hereby warrants Focus peaceful and quiet possession of the Premises against all parties claiming adverse thereto by or through Owners. Owners shall not cause or permit any advertising sign structures other than those owned by Focus to be erected or placed within the Premises or any contiguous land owned by the Owner, nor cause or permit said signs to be or become obscured from view of any public thoroughfare.

13. Care of the Premises.

a. Focus shall take good care of the Premises and at the expiration, earlier termination or cancellation of this Lease, shall surrender the Premises in as good a condition as of the time of delivery of possession hereunder.

b. The sign(s) shall remain the sole property of Focus and may be removed by Focus upon the expiration, termination or cancellation of this Lease and shall be removed at that time by Focus. Focus shall remove the sign(s) from the Premises within sixty (60) days unless more time is required due to poor weather or soil conditions beyond the control of Focus.

c. Focus shall erect and maintain the sign(s) at times when crops are not planted or growing whenever possible to do so. If such erection or maintenance is not possible when crops will not be damaged, Focus shall be responsible for any such crop damage or loss occasioned by the erection or maintenance of said sign(s).

d. Owner does hereby claims that they are currently not aware of any environmental problems that may exist on the Premises and will hold Focus harmless therefrom unless caused by Focus.

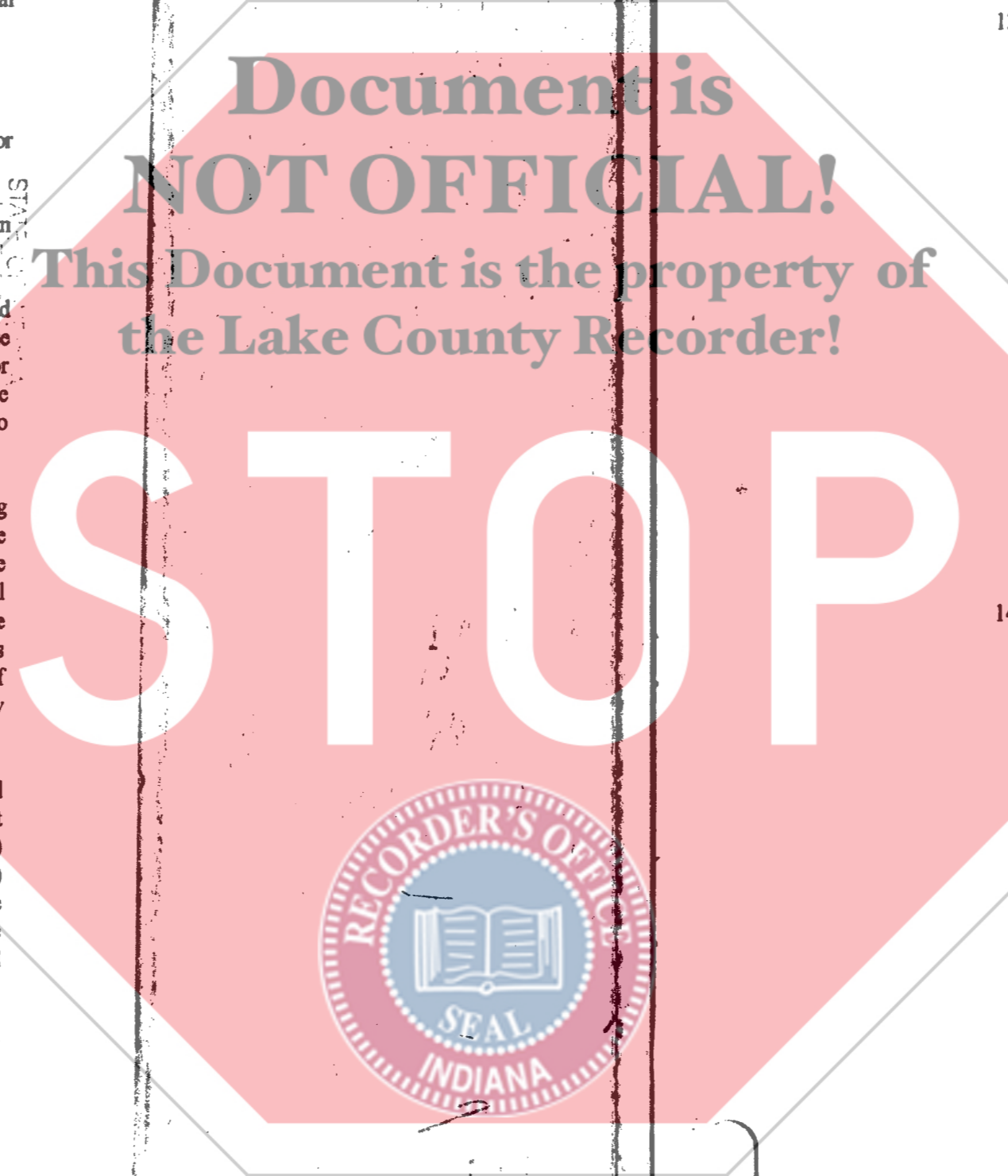
14. Right of Terminate.

a. In case any restriction on the erection, construction or maintenance of sign(s) are imposed by statute or by ordinance of the city, town, county or village in which said Premises are located, or, in case any such restriction, statute, ordinance or other rules or regulations, already existing, be enforced, or in case the federal, state, municipal, or other public authorities shall hereafter establish any rules or regulations, or taxation, which shall have the effect of so restricting the location, construction, maintenance or operation of sign(s), as to diminish the value of said Premises for advertising purposes in the sole judgement of Focus, or increasing the cost of using the Premises for advertising purposes as above provided or in case the view of the premises shall become obstructed, Focus may terminate this Lease upon giving the Owner ten (10) days' notice in writing, and Owner shall refund, pro rata, any rent paid in advance.

b. In the event that the first sign contemplated by this Lease has not been erected or permits obtained for its erection within six (6) months of the date of this Lease, Focus, upon giving written notice to the Owner may terminate this Lease and the Owner shall refund, pro rata, any rent paid in advance.

c. Owner may terminate this Lease if a conflict exists between the sign location and Owner's future electrical line needs upon thirty (30) days written notice to Focus except for leasing to any other outdoor advertising company for the duration of this term. In the event of termination, Owner shall reimburse Focus for any prepaid rent applicable to the unexpired term, pro rata. Focus agrees to remove its structures and equipment within thirty (30) days of termination by either party as herein provided. In the event Focus fails to so remove its structures and equipment, Owner may do so at Focus's cost. Focus agrees at all times to maintain the leased premises in a clean and safe condition. In the event of Focus's failure to maintain a clean and safe condition, Owner may remove debris and/or correct unsafe conditions at Focus's expense.

15. Ownership of the Premises. The Owner represents and warrants that Owner is the holder of the fee simple title to the Premises and adjoining land for ingress and egress to the Premises and that said real



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estate is not encumbered with any contract purchase, lease, tenant farmer or other interest inconsistent with the rights granted to Focus hereunder.

16. Notices. Any notice which either party may be required to be given to the other party shall be deemed sufficiently given or rendered if, in writing, delivered to the party personally or sent by certified or registered mail, addressed to said party at the address provided above or such other place as may from time to time be designated in writing.

17. Liability.

a. Focus hereby agrees to indemnify, protect, defend and save Owner harmless from any and all actions or causes of action, claims, demands, liabilities, loss damage, or expense of whatsoever kind and nature, including attorney's fees and court costs (hereinafter collectively referred to as "Claims" and each singly as a "Claim") that Owner may incur by reason of bodily injury, including death, to any person or persons (including any employees or agents of Focus), by reason of damage to or destruction of any property, including the loss of use of such property on in connection with any litigation, investigation, or other expenditures incidental thereto, including any suite instituted to enforce the obligations of this paragraph, whether or not such Claim or Claims are due in part to any act, omission, or negligence or Owner or any of its agents or employees, to the extent the Claim arises out of, or is in any manner connected with the facilities of the Focus (including the installation or removal thereof).

b. Focus agrees to procure and maintain liability insurance with a carrier approved by Owner, which approval shall not be unreasonable withheld, to protect the parties thereto from all Claims described in the above paragraph. The coverage provided shall be at least (i) \$2,000,000 as to any one accident for property damage, and (ii) \$2,000,000 as to any one person and \$2,000,000 as to any one accident for personal injury. Focus shall submit to Owner certificates provided by each insurance carrier insuring Focus which state that the carrier has insured Focus for all liabilities under this Agreement and that it will not cancel or change any policy of insurance issued to Focus except after thirty (30) days notice in writing to Owner. The insurance provided here in is to protect Owner and shall not be considered as providing concurrent or co-insurance with any policy or policies carried by Owner which might otherwise apply to any Claim or Claims. The fact that Focus is required to furnish insurance in accordance with this paragraph, the fact that such insurance is furnished, or the fact that any policy or policies are approved by Owner does not and shall not relieve Focus from its obligations to Owner under the provisions of this Agreement, it being the intent of the Owner and Focus that Focus's obligations to Owner under this Agreement shall endure and continue for the protection of Owner or that any insurance furnished pursuant to this paragraph shall be additional security to the Owner.

18. Miscellaneous.

a. The invalidity of any provision, clause or phrase herein contained shall not serve to render the balance of this Lease ineffective or void and the Lease shall be construed as if such had not been herein set forth.

b. In the event it becomes necessary for either party to institute legal proceedings for a breach of any of the covenants or conditions of this Lease, the prevailing party in said proceedings shall be entitled to recover all costs of litigation, including reasonable attorney's fees.

c. This Lease shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, devisees, successors, and assigns.

d. In the event that the Owner chooses to sell the Premises, Focus shall be entitled to the first option to either purchase the entire Premises or a permanent easement to the sign(s)

e. Focus shall have the right to rebuild or upgrade the sign(s) at any time without notice and also without incurring an increase in annual rental.

f. This agreement supersedes and cancels all prior negotiations and agreements whatsoever and this Lease shall be amended only by the joint written undertaking of the parties hereto.

Owner: Northern Indiana Public Service Company

By: Robert J. Schacht Date: 2-24-2000

Name: ROBERT J. SCHACHT, V.P.

By: Nina M. Fausch Date: 2-28-2000

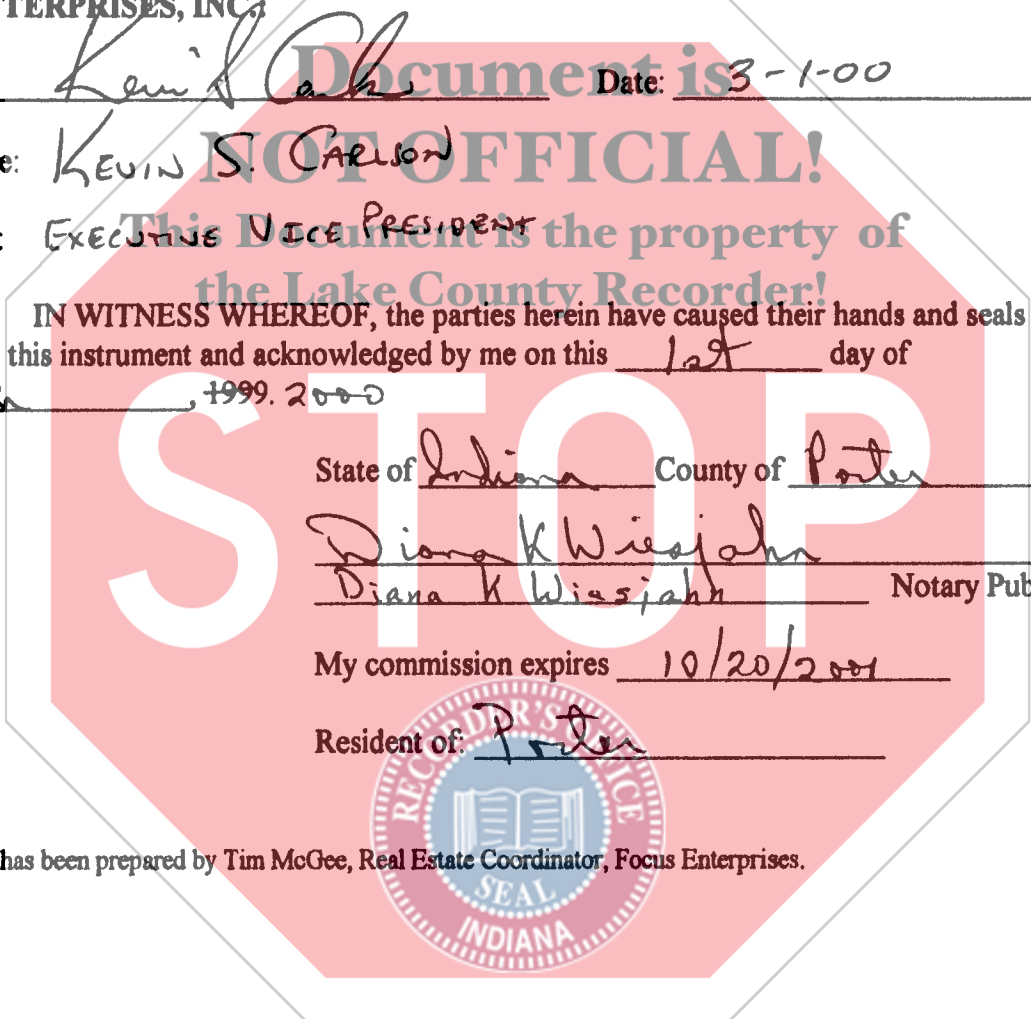
Name: NINA M. FAUSCH, Sec.

FOCUS ENTERPRISES, INC.

By: Kevin S. Carlson Date: 3-1-00

Name: KEVIN S. CARLSON

Title: EXECUTIVE VICE PRESIDENT



IN WITNESS WHEREOF, the parties herein have caused their hands and seals to be affixed to this instrument and acknowledged by me on this 1st day of March, 1999. 2000

State of Indiana County of Porter

Diana K Wiesjahn  
Diana K Wiesjahn Notary Public

My commission expires 10/20/2001

Resident of: Porter



This document has been prepared by Tim McGee, Real Estate Coordinator, Focus Enterprises.

Exhibit "A"

Parcel 1

An Easement for ingress, egress, construction and maintenance of a billboard structure situated on a parcel of land owned by Northern Indiana Public Service Company in the Southeast quarter of Section 11, Township 36 North, Range 8 West of the second principal meridian, Lake County, Indiana, Said easement being described as follows:

Commencing at the northeast corner of the southeast quarter of said section 11; thence south 02 degrees 23 minutes 07 seconds east (basis of bearings), along the east line of said southeast quarter, 968.37 feet; thence south 87 degrees 36 minutes 53 seconds west, perpendicular to said east line, 190.00 feet to the point of beginning for said easement; thence continuing south 87 degrees 36 minutes 53 seconds west, 50 feet; thence north 02 degrees 23 minutes 07 seconds west, parallel with and 240 feet west of said east line, 50.00 feet; thence north 87 degrees 36 minutes 53 seconds east, 50.00 feet; thence south 02 degrees 23 minutes 07 seconds east, parallel with and 190 feet west of said east line, 50.00 feet to the point of beginning.

Containing 2500 square feet, 0.058 acres, more or less, and subject to all legal highways and easements.

