

4

LAND LEASE FOR OUTDOOR ADVERTISING STRUCTURES

THIS LEASE, entered between **David and Joan Pszonka, 93 South 695 West, Hebron, IN 46341**, (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").

See attached Exhibit "A"

2. Use. Focus shall use the Premises for the sole purpose of erecting and maintaining **ONE (1)** advertising structure, including related signboards, bulletin boards or other outdoor advertising devices and their associated or incidental structures thereon and for no other use or purpose.

3. Initial Term. This Lease shall commence on the date that first construction of the structure commences on the Premises after the signing of this lease and continue for a period of **Five (5)** years.

4. Renewal Term. Focus shall have the right to extend the term of this Lease for two additional periods of five (5) years. Said renewal term shall automatically go into effect unless Focus shall decline in writing prior to the inception of the option term. Thereafter, the term of this Lease shall be automatically renewed for successive periods of one (1) year unless notice is given by Focus 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 Six Hundred Dollars (\$3,600.00)** 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 six Hundred Dollars (\$4,600.00)**. During the second renewal term, the annual rent for each outdoor advertising structure located on the premises will be increased to **Five Thousand six Hundred Dollars (\$5,600.00)**. Payment shall be made 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 written notice of said delinquency is made by Owner to 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 across Owner's property, or other public or private access, to the Premises to erect and maintain the advertising structures, signboards, bulletin boards or other advertising devices and incidental structures. Said right of access shall include, without limiting the generality of the foregoing the (a) right to extend, provide, establish and maintain 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 trees and other vegetation that may from time to time obstruct or interfere with the visibility of the outdoor advertising structure 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 outdoor advertising structure(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 a memorandum of this Lease thereof in the public records of the County in which the Premises is located. Either party will execute the memorandum at the request of the other party.

10. Assignment. Focus may assign or sublease its rights under this agreement.

11. Compliance with Laws and Ordinances. Focus agrees to comply with all pertinent laws, ordinances, statues and regulations whatsoever, of 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 a one thousand seven hundred fifty (1750) foot radius of Focus' structure(s) 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. Note, normal wear and tear is expected.

b. The outdoor advertising structures 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 if requested by Owner. Focus shall remove said property within sixty (60) days unless more time is required due to poor weather or soil conditions.

c. Focus shall erect and maintain the outdoor advertising structure 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 outdoor advertising structure.

14. Right of Terminate.

a. In case any restriction on the erection, construction or maintenance of advertising structures, signboards or bulletin boards 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 signs, signboards or bulletin boards 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 outdoor advertising structure 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.

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 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. 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, or interpretation 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. 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.

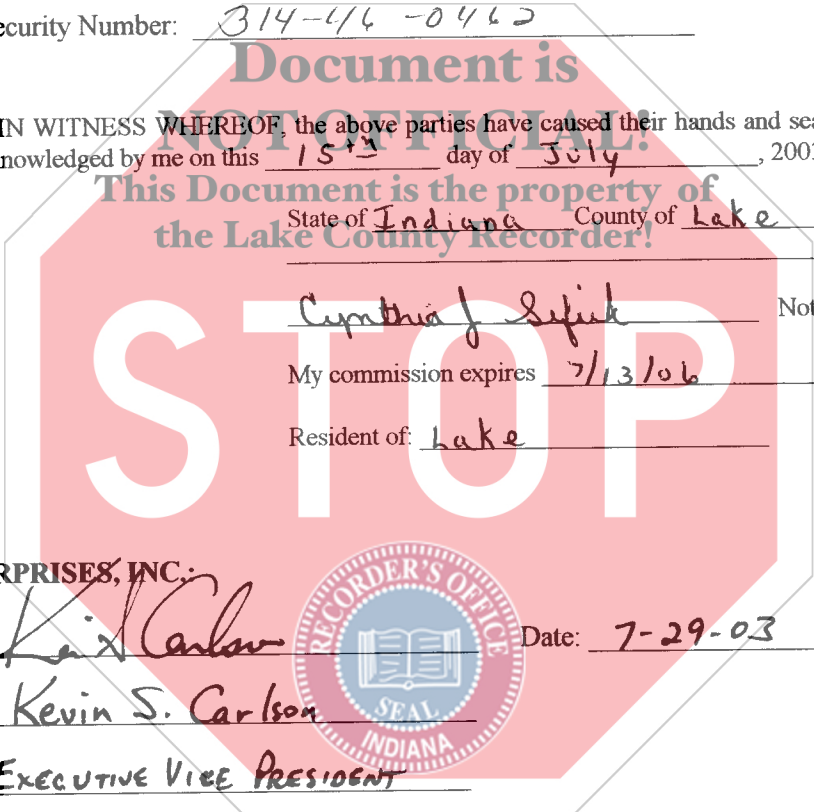
e. Focus shall have the right to rebuild or upgrade the sign(s) at any time without notice and also without incurring an increase in annual rental.

Owner: By: David M. Pezoaka Date: 15 July 03
Print Name: DAVID M. PEZOAKA
Social Security Number: 316-44-2216

Owner: By: Joan Szonka Date: July 15, 2003
Print Name: JOAN E. SZONKA
Social Security Number: 314-44-0462

IN WITNESS WHEREOF, the above parties have caused their hands and seals to be affixed to this instrument and acknowledged by me on this 15th day of July, 2003.

This Document is the property of the Lake County Recorder!
State of Indiana County of Lake



Cynthia J. Defink Notary Public
My commission expires 7/13/06
Resident of: Lake

FOCUS ENTERPRISES, INC.:
By: Kevin S. Carlson Date: 7-29-03
Name: Kevin S. Carlson
Title: EXECUTIVE VICE PRESIDENT



IN WITNESS WHEREOF, the above parties have caused their hands and seals to be affixed to this instrument and acknowledged by me on this 29th day of July, 2003.

State of Ind County of Porter

John A. Reed Notary Public
My commission expires 9/14/09
Resident of: Porter

This document has been prepared by Tim McGee, Real Estate Coordinator, Focus Enterprises.
↗ 660 Northland Dr. Suite A
Valparaiso, IN 46385

EXHIBIT "A"

A parcel of land on the North Side of the State of Indiana Right-of-Way, south of Burns Ditch, approximately 1.3 miles west of Ripley Street, fifty (50) feet by fifty (50) containing 2500 square feet, more or less, and subject to all legal highways and easements of record, located in the following described real estate known as:

A part of the North ½ of Section 18, Township 36 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at a point in the center of the Little Calumet River at a point 33.70 feet west measured at right angle from the east line of Lot 116 of Robert Bartletts East Gary Small Farms Subdivision, thence north 1838.60 feet to the center of the Burns Ditch, thence northeast in the center of said Burns Ditch to a point which is 119.80 feet east, measured at right angles of the first described line, thence south on a line parallel to and 119.80 feet east of the first described line, 1800.00 feet to the center of the Little Calumet River at a point 48.90 feet west of the east line extended north of Lot 117 of said Robert Bartletts East Gary Small Farms Subdivision, thence south and west in the center of said Little Calumet River, to the place of beginning in Lake County, Indiana, excepting therefrom that part thereof taken for State Highway Purposes by Right-of-way Grant dated March 30, 1960 and recored May 9, 1960, in Deed Record 1150, page 45 made by John Pavlecich and Mary Paylecich, to the Sate of Indiana.

