

Boyce Investments, LLC Db a All American Outdoor Advertising Company
LAND LEASE AGREEMENT
Page 2.

Quiet Enjoyment: The Lessor(s) covenants and agrees that Lessor(s) shall not install, or permit to be installed, any structure nor allow any trees or other objects to exist that would block, impair or interfere with the uninterrupted access to or view of Lessee's advertising display over and across the Leased Premise to the extent that the Lessor(s) has legal control over such items and Lessee shall have the right to remove any object or trim any trees that may obstruct the view of Lessee's advertising display. The "Lessee's" advertising display is to be constructed with the bottom of the lower display to be above the existing gas canopy such as not to impair visibility of the current Subway on-premises sign. Some portions of the structure including the catwalk and skirting will be even with or above the existing gas canopy. Lessor and Lessee agree that renovation/expansion of the existing business building or construction of a new building to replace the existing building on the property will not constitute a visibility violation under this lease provided the renovation/expansion or reconstruction does not block or interfere with the visibility of the Lessee's structure as viewed from the roadway that it is orientated to.

If Lessor is forced to remove the current Subway sign for reasons beyond his control, the Lessor may replace said sign anywhere on the Lessor's property in such a way that is most advantageous to the Lessor's business on that property. Prior to any relocation, Lessor agrees to notify Lessee in writing of the requirement to relocate the Subway sign and will review with Lessee the documentation requiring the relocation. Lessee and Lessor agree that if relocation of the existing Subway sign is mandated, both parties will work together to determine the most mutually beneficial relocation site for the sign serving both the best needs of Lessor's business and preserving the visibility of Lessee's advertising structure from the roadway it is orientated to.

Ownership of Display; Removal: Lessor(s) and Lessee acknowledge and agree that the Advertising Structure, improvements, all materials and equipment placed upon the Leased Premises by Lessee including the LED unit provided herein as "consideration" are and shall remain the property of Lessee and shall not be considered "fixtures" of the property, and may be removed by Lessee at any time upon the election of Lessee, and must be removed upon the termination of this Land Lease Agreement or any extension thereof within 90 days.

Condemnation: In the event that the Leased Premises are condemned by any condemning authority or sold under threat of condemnation by any condemning authority, Land lease payments under this agreement shall terminate as of the date that such condemning authority possession of the Leased Premises and Lessor(s) shall refund to Lessee any prepaid rental as of such date. Lessee shall be entitled to recover from such condemning authority payment for the loss of its leasehold interest, loss of the Display, and for all other losses to which Lessee shall be entitled under applicable law.

Taxes / Utilities: Lessor shall be responsible for the payment of all taxes levied against the Real Property and all taxes associated with payments received from Lessee, and Lessee shall be responsible for the payment of all taxes levied against the advertising display structure. Lessee shall be responsible for the costs to install and operate all utilities associated with the advertising display. All utility costs associated with the operation of the LED unit on Lessor's on premises sign will be the responsibility of the Lessor.

Insurance: Throughout the term of this Land Lease Agreement or any extension thereof, Lessee shall keep in full force and effect public liability insurance covering bodily injury and physical property damage resulting from the negligence or willful act of Lessee's agents, servants and employees in the construction, maintenance, repair, servicing or removal of the Display. Lessee agrees to hold Lessor(s) harmless from any and all claims or demands caused by or resulting from any negligent or willful act of Lessee or its agents, servants and employees that are in any way related to Lessee's structure, and/or any advertising placed upon that structure. Lessee will also add Lessor as additional insured on Lessee's Liability policy and provide Lessor Certificate of Insurance referencing the addition upon full execution of this lease.

Governmental Approval: Lessee's obligations under this Land Lease Agreement are contingent upon Lessee obtaining and maintaining the necessary governmental approvals and permits for Lessee's advertising structure as well as any necessary approvals for initial installation of the LED sign. All costs and expenses associated with obtaining said approvals and permits shall be borne by Lessee and Lessor(s) shall cooperate fully with the Lessee and shall execute only those instruments deemed mandatory by federal, state or local governing bodies associated with the obtaining and maintaining of said approvals and permits. Any permitting that becomes necessary for the LED sign following initial installation will be the responsibility of the Lessor. Lessee will be responsible for maintaining and any future permitting required of Lessee's advertising structure.

Disputes: In the event of any disputes to this Land Lease Agreement, both the Lessor(s) and the Lessee agree that the prevailing party in any legal action related thereto shall be entitled to recover all of its attorneys' fees and costs, whether incurred before trial, at trial or upon all appellate levels. Lessee's principle place of business is in Langley, Oklahoma. Accordingly, any disputes shall be governed by Oklahoma law and shall be brought in the Courts of, either Mayes County, Oklahoma or Craig County, Oklahoma.

Entire Agreement: This Land Lease Agreement contains the entire understanding between the parties hereto. It is expressly understood that neither the Lessor(s) nor the Lessee is bound by any stipulations, representations, or agreements not printed or written in this Land Lease Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Land Lease Agreement shall be made or be binding unless made in writing and signed by all parties hereto.

Lessor's Initials

RR 4-15-04

Lessee's Initials

[Signature]

EXHIBIT A
"LEASED PREMISES"

A portion of ground space approximately 20ft X 36ft with airspace rights extending above the leased ground space for the billboard with approximate placement identified on the attached Plat of Survey form identified as Exhibit B. The leased ground space is a portion of the following legal description

A2
4-15-04

The ~~leased~~ leased premises is in the Western 20ft. x 36ft. of the North West corner of a tract of land in the S/2 SE/4 NE/4 of Section 22, Township 25 North, Range 20 East, Craig County, Oklahoma and being more fully described as follows: Commencing at the SE corner of said S/2 SE/4 NE/4; thence North along the East line of the S/2 SE/4 NE/4, 161.8 feet to a point on the South right-of-way line of Highway 66; thence N 66 degrees 07' W along said South right-of-way line, 27.34 feet to the point of beginning. Thence N 66 degrees 07' W, 175.0 feet, thence S 00 degrees 27' E, 164.63 feet, thence S 66 degrees 07' E, 175.0 feet; thence N 00 degrees 27' W, 164.63 feet to the point of beginning and containing 0.60 acres, more or less.

A2 4-15-04

Boyce Investments, LLC Dba All American Outdoor Advertising Company
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Page 3.

Additional Terms: Lessee will remove and dispose of existing sign poles in North West corner of property at Lessee expense, per Lessor(s) request.
Lessor(s) & Lessee Initials RL /

"LESSOR"

4-15-04

BY: [Signature]

ITS: President

SS# or Tax ID# _____

BY: _____

ITS: _____

Address: 2908 W. 127th Street
Leawood, KS 66209

Phone: 913-469-1501

Faxsimile: 913-469-0670

"LESSEE"

Boyce Investments, LLC dba All American Outdoor Advertising Company

BY: [Signature]

ITS: member

Address: P.O. Box 700
Langley, OK 74350

Phone: 918-782-0700

Faxsimile: 417-865-9237

NOTARY PUBLIC PAGE

STATE OF Kansas)
)SS.
COUNTY OF Johnson

ON THIS 15 DAY OF April, 2003 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Bon Zwisler to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Cindi A. Huffman
Notary Public

My Commission Expires:

4-15-07 6-21-07



STATE OF MISSOURI)
)SS.
COUNTY OF GREENE

ON THIS 24th DAY OF March, 200⁴ BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared L. Vernon Boyce to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Christina Phillips
Notary Public

My Commission Expires:

CHRISTINA PHILLIPS Notary Public
Christian County State of Missouri
My Commission Expires Oct. 21, 2007

