

**Boyce Investments, LLC Dba All American Outdoor Advertising Company
LAND LEASE AGREEMENT**

This Outdoor Advertising Land Lease Agreement ("Lease") is executed this 24th day of May, 2005 known as the "Effective Date"; by and between Boyce Investments, LLC Dba All American Outdoor Advertising Company ("Lessee"), and Jean Mathia Trust, ("Lessor(s)"). In consideration of the mutual covenants and representations herein contained, Lessor and Lessee agree as follows:

Property Description: In consideration of the rent provided for in this Lease, Lessor(s) leases to Lessee real property belonging to Lessor(s) located at US Hwy 59 on the northeast corner of E318, in Delaware County in the State of Oklahoma, (referred to herein as the "Leased Premises") and more particularly described as follows, or in the legal description attached hereto as Exhibit A and made a part hereof.

Use of Property: Lessor(s) hereby leases to Lessee the attached described real estate, Exhibit A (the "Leased Premises") for the purpose of erecting, operating, repairing, improving, modifying, removing and maintaining one (1) stacked, 2 display faces per side, approximately 10'6"x36' Advertising Display(s) to be; painted, reflectorized, printed, illuminated, or otherwise, including necessary structures, devices, power poles and connections. Lessor(s) hereby grants to Lessee, any agent of Lessee, and/or any subcontractor working on behalf of Lessee with the free right of ingress and egress, by all means, over so much of the Leased Premises as may be required for the temporary and intermittent staging of maintenance trucks, equipment, and/or personnel for the purpose of erecting, operating, repairing, maintaining, improving, modifying and removing the advertising display, including all necessary utility service, as well as the removal of brush, trees, or obstructions impairing the full use of the ground space for which this Land Lease Agreement is made.

Binding Effect: The Lessor(s) represents and warrants that he/she is the owner(s) or the authorized agent of the owner of the Leased Premises described herein or attached hereto and that Lessor(s) has the right and authority to enter into this Lease. It is specifically intended that the rights, benefits, and liabilities created hereunder shall run with the Leased Premises for the term of this lease and are thereby binding upon and inure to the benefit of Lessor(s), Lessee, and their respective heirs, personal representatives, assigns, and successors. This agreement may be assigned by either party. Lessor(s) agrees to notify Lessee of a change or transfer in ownership or control of Leased Premises thirty (30) days in advance of such change. Lessor(s) also agrees to give the new owners formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

Term: The term of this Agreement shall commence on the later of the date first written above known as the "Effective Date" or the date of completion of the Advertising Display(s) on the Leased Premises, including the connection of electrical services to the Advertising Display(s), and shall continue for a period of twenty (20) years from the Effective Date. The aforesaid term and cost shall be automatically continued for a like period, and from period to period, thereafter unless Lessor(s) gives Lessee ninety (90) days notice in writing prior to the end of any such period, terminating the lease. If the structure is damaged; or is destroyed by an Act Of God, said structure is subject to removal at the discretion of the Lessee, and this agreement becomes null and void.

Consideration: Lessee shall pay a one-time non-refundable fee for the Development Term of this Land Lease Agreement in the amount of [REDACTED] upon the complete execution of this Land Lease Agreement by all parties. As consideration for the rental of the Leased Premises, easements and rights on the terms provided herein, Lessee shall pay to Lessor(s) an annual rent, during the Initial Term and any Renewal Term, [REDACTED]. Rents will be paid in annual installments, and such payment shall commence on the date of the installation completion of the Advertising Display(s) on the Leased Premises, including the connection of electrical services to the Advertising Display(s). Rents will be sent to the Lessor(s)'s address as Lessor(s) may designate in writing from time to time.

Notice of Default; Cure: In the event that Lessor(s) or Lessee shall default in the performance of any term of this Agreement, the non-defaulting party agrees to notify the defaulting party in writing of any delinquencies; and agrees to grant at least a thirty (30) day grace period for the defaulting party to correct said delinquencies. The grace period will begin on the date of receipt of certified notification by the defaulting party.

Advertising Restrictions: Lessee agrees not to place any advertising copy on the Leased Premises that promotes the following: adult entertainment (topless clubs, adult bookstores, etc.), or tobacco or any present or future owner of what is now Popperatsis or Pier Three.

Notices: Lessor(s) and Lessee agrees any written notice is to be mailed by certified mail, return receipt requested, at the address set forth below, or to such other address as Lessor or Lessee may designate in writing from time to time.

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 and Lessee shall have the right to remove any object or trim any trees that my obstruct the view of Lessee's advertising display.

Ownership of Display; Removal: Lessor(s) and Lessee acknowledge and agree that the Display, improvements, all materials and equipment placed upon the Leased Premises by Lessee 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 or within a reasonable time thereafter.

THIS LAND LEASE AGREEMENT IS CONTINUED ON THE FOLLOWING PAGE

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LAND LEASE AGREEMENT
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Condemnation: In the event that the Leased Premises are condemned by any condemning authority or sold under threat of condemnation by any condemning authority, this Land Lease 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(s) 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.

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. Lessor(s) agrees to hold Lessee harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of Lessor(s) or its agents, servants and employees.

Governmental Approval: Lessee's obligations under this Land Lease Agreement are contingent upon Lessee obtaining and maintaining the necessary governmental approvals and permits. All costs and expenses associated with obtaining said approvals and permits shall be borne by Lessee and Lessor(s) shall cooperate fully with Lessee and shall execute all instruments necessary or appropriate to obtaining the approval and permits.

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 Court of, Mayes 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.

Additional Terms: _____

"LESSOR"

Jean Mathia Trust

BY: Jean Mathia Trust
ITS: Jean Mathia Trust

SS# or Tax ID# 56644-7212

Address: P.O. Box 450417
Grove, OK 74345

Phone: 918-786-7849

Faxsimile:

"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: 417-863-9480

Exhibit "A"
The Leased Premises

The property being leased consists of ground space needed for the erection and maintenance of Lessee's advertising structure as described in the lease. The area that will be used for Lessee's advertising structure is located on the southwest corner of Lessor's property fully described by the legal description listed below. Approximate placement of Lessee's structure is further illustrated in Exhibit "B".

LEGAL DESCRIPTION

PART OF THE SE ¼ OF THE NE ¼ OF THE SE ¼ AND PART OF THE NE ¼ OF THE SE ¼ OF THE SE ¼ OF SECTION 18 AND PART OF THE NW ¼ OF THE SW ¼ OF THE SW ¼ OF SECTION 17, ALL LYING IN TOWNSHIP 24 NORTH, RANGE 24 EAST OF THE I.B.M. IN DELAWARE COUNTY, OKLAHOMA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NW ¼ OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 17, SAID CORNER LYING ON THE G.R.D.A. TAKING LINE; THENCE ALONG SAID TAKING LINE THE FOLLOWING: S 89°28'00" E 10.00 FEET; THENCE S 00°55'20" W 114.60 FEET; THENCE N 40°18'44" E 149.31 FEET; THENCE S 89°27'31" E 27.93 FEET; THENCE S 29°48'40" E 17.30 FEET; THENCE S 04°49'20" W 220.90 FEET TO THE NORTH OCCUPIED RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE LEAVING SAID G.R.D.A. TAKING LINE AND ALONG SAID RIGHT OF WAY LINE S 75°25'10" W 172.38 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 59; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING: N 11°32'25" W 49.54 FEET; THENCE N 39°32'56" E 65.94 FEET; THENCE N 00°11'14" E 77.60 FEET; THENCE S 39°32'56" W 85.94 FEET; THENCE N 11°21'04" W 165.12 FEET; THENCE N 13°40'03" E 108.61 FEET; THENCE N 06°17'28" W 12.15 FEET TO THE SOUTH LINE OF SHADOWBROOK ESTATES; THENCE ALONG SAID SOUTH LINE N 77°56'30" E 77.04 FEET TO THE EAST LINE OF THE SE ¼ OF THE NE ¼ OF THE SE ¼ OF SAID SECTION 18; THENCE S 00°18'08" W 126.71 FEET TO THE POINT OF BEGINNING. CONTAINING 1.24 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



BASIS OF BEARINGS: N 00°16'05" E ALONG EASTSIDE OF PROPERTY.



8/09/2005

LEGAL DESCRIPTION

PART OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 AND PART OF THE NE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 18 AND PART OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, ALL LYING IN TOWNSHIP 24 NORTH, RANGE 21 EAST OF THE 10th E. IN DELAWARE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF THE NW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17, SAID CORNER BEING ON THE G.R.D.A. TAKING LINE; THENCE ALONG SAID TAKING LINE THE FOLLOWING: S 89°28'00" E 10.00 FEET; THENCE S 00°58'20" W 114.80 FEET; THENCE N 40°18'44" E 148.31 FEET; THENCE S 86°27'31" E 27.88 FEET; THENCE S 29°46'40" E 17.33 FEET; THENCE S 04°49'20" W 220.80 FEET TO THE NORTH OCCUPIED RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE LEAVING SAID G.R.D.A. TAKING LINE AND ALONG SAID RIGHT OF WAY LINE S 75°28'10" W 172.88 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 59; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING: N 11°32'28" W 48.24 FEET; THENCE N 39°32'55" E 85.84 FEET; THENCE N 80°11'14" E 77.80 FEET; THENCE S 28°32'55" W 85.84 FEET; THENCE N 11°21'04" W 185.12 FEET; THENCE N 13°40'53" E 108.84 FEET; THENCE N 06°17'28" W 12.15 FEET TO THE SOUTH LINE OF SHADOWBROOK ESTATES; THENCE ALONG SAID SOUTH LINE N 77°56'30" E 77.84 FEET TO THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE S 00°16'05" W 128.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES OF RECORD.

LAND SURVEYOR'S DECLARATION:
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Rick G. Rose
Rick G. Rose, P.L.S. #1209
Rev. 10/01

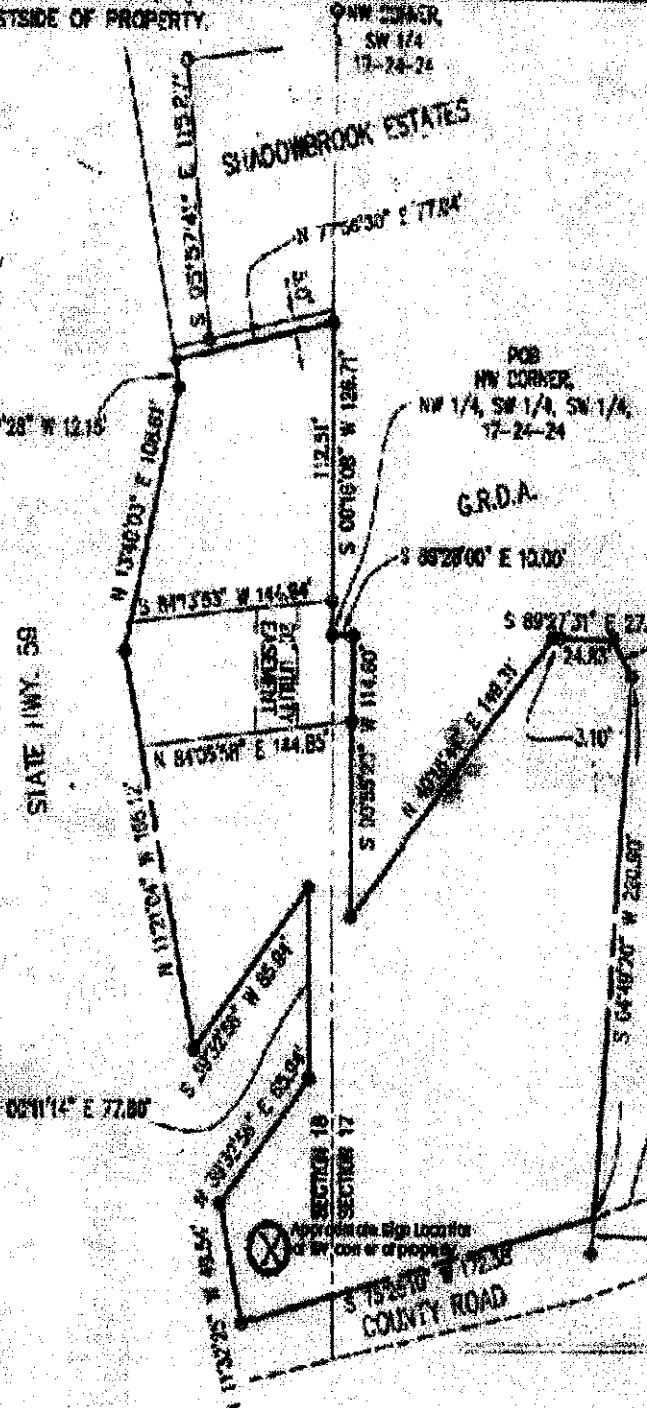


EXHIBIT-B

