

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

This Outdoor Advertising Land Lease Agreement ("Lease") is executed this 21st day of November, 2005 known as the "Effective Date"; by and between Boyce Investments, LLC DbA All American Outdoor Advertising Company ("Lessee"), and Michael R. Freeman and Cheryl R. Freeman, as joint tenants and not as tenants in common, with the rights of survivorship, the whole estate to vest in the survivor in event of the death of either, Parties of the Second Part ("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 in the Southwest Corner at 304 S. Wilson Street in Downtown Vinita, in Craig 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"x26' 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 one hundred and twenty (120) 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: [REDACTED]

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.

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 may 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.

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LAND LEASE AGREEMENT
Continued

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: The On-premise signs and neon for Extreme Auto Wash will be covered by standard warranty of one (1) year by Lessee. Standard warranty includes all materials and workmanship. In addition Lessee will provide to Lessor(s) fluorescent lamps for one (1) year. Warranty does not include any damage due to signs caused from acts of nature or vandalism. After year one, Lessor(s) will be responsible for any future required maintenance on the sign. Lessee agrees to provide any maintenance to Lessor(s) at Lessee's cost of materials and labor, which may change from time to time.

"LESSOR"

Michael R. Freeman and Cheryl R. Freeman

BY: 

Michael R. Freeman

SS# or Tax ID# 

BY: 

Cheryl R. Freeman

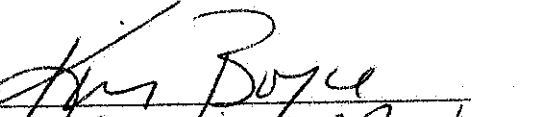
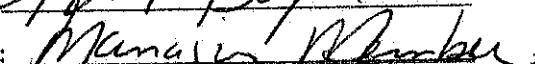
Address: 24801 S. 4370 Road
Vinita, OK 74301

Phone: 918-256-8353

Faxsimile: 918-256-5622

"LESSEE"

Boyce Investments, LLC dba All American Outdoor Advertising Company

BY: 
ITS: 

Address: 1437 S. Clay Avenue
Springfield, MO 65807

Phone: 918-782-0700

Faxsimile: 417-863-9480

EXHIBIT A
"LEASED PREMISES"

**All of Lots Nineteen (19) and Twenty (20) in the Block Seventy – three (73), in the City of Vinita, Oklahoma,
according to the United States Government Survey and approved plat thereof.**

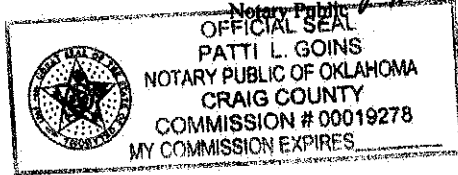
NOTARY PUBLIC PAGE

STATE OF Oklahoma)
)SS.
COUNTY OF Craig)

ON THIS 30th DAY OF November, 2005 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared [Signature] 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.

Patti L. Goins
Notary Public



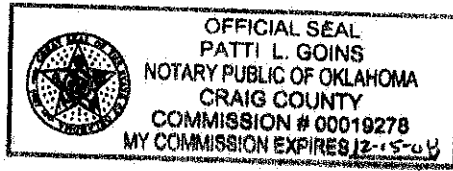
My Commission Expires:
12-15-08

STATE OF Oklahoma)
)SS.
COUNTY OF Craig)

ON THIS 29th DAY OF November, 2005 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Cheryl Freeman 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.

Patti L. Goins
Notary Public



My Commission Expires:
12-15-08

STATE OF Oklahoma)
)SS.
COUNTY OF Mages)

ON THIS 30 DAY OF November, 2005 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Kimberly 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.

Duffey Ferguson
Notary Public

My Commission Expires: 9-13-06

