

Lease Number: ~~707018~~ 701620
007008/OA7008/087008

STANDARD LEASE RENEWAL AGREEMENT VIACOM OUTDOOR

THIS AGREEMENT, dated this 21st day of MAY, 2002, is by and between GARY SYBOUTS ("LESSOR"), and VIACOM OUTDOOR INC. a Delaware corporation, doing business as VIACOM OUTDOOR, 2502 N. Black Canyon Hwy. Phoenix, Arizona 85009.

1. PROPERTY LESSOR is the owner (or authorized lessor) of that certain real property (the "Property") located about 50' feet N of LINCOLN on the S side of 1st for display(s) facing S, being part of the LESSOR'S property known as 302 N. 1ST St. situated in the Township of YAKIMA County of YAKIMA State of WASHINGTON. This display(s) are intended to be viewed from N. 1st St. street or highway.

Effective Date: 5-21-02 6-1-02
Size: 12x24 Number of Faces: 3

***3a. The advance yearly rental payments shall be made in equal annual installments in the amount of \$1500.00

SKETCH THE APPROXIMATE LOCATION OF OUTDOOR ADVERTISING STRUCTURE ON PROPERTY

2. TERM LESSOR hereby grants and leases to Viacom Outdoor and Viacom Outdoor accepts the grant and leases from LESSOR the Property to have and to hold upon the terms and conditions contained in this lease. The Principal Term, as extended, and Year-to-Year Term are collectively the "Term" of this lease.

PRINCIPAL TERM/EXTENSION. The Principal Term shall be for 10 years and shall commence upon expiration of the prior lease between LESSOR and Viacom Outdoor regarding the Property. Viacom Outdoor has the right to extend the Principal Term for an additional term of 10 years on the same terms beginning upon expiration of the initial Principal Term which shall be deemed exercised by tendering the first installment of the rent due for second term.

YEAR-TO-YEAR TERM. Upon the expiration of the Principal Term, as extended, this Lease will continue on the then existing terms and conditions on a year-to-year basis. LESSOR or Viacom Outdoor may terminate this Lease effective at the end of any lease year of the Year-to-Year Term by giving at least thirty (30) days written notice prior to the end of that lease year.

3. RENT. Viacom Outdoor shall pay Rent to LESSOR annually in advance in the following amounts for each Term: **PRINCIPAL TERM/EXTENSION and YEAR-TO-YEAR TERM \$ 1500.00.** Rent shall be deemed to have been received on time unless LESSOR notifies Viacom Outdoor of non-receipt of payment. Viacom Outdoor shall be permitted thirty (30) days from receipt of notice on non-receipt to make such payment without being in default of this lease.

4. LEASED PROPERTY. Viacom Outdoor shall be entitled to use the Property to erect, maintain, service, remove and reposition (if subsequently necessary) an outdoor advertising structure (including necessary structures, footings devices, power poles and connections) on the Property for such use or uses as permitted by law. The leased portion of the Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning and removal of the advertising structure and to provide for the installation of electrical and telephone service to advertising structure, if necessary.

5. LEASE PROVISIONS. This lease contains the provisions on this page and on the reverse hereof. LESSOR has read and understands all such terms and provisions.

Executed under the hand and seal of the parties on the dates provided below

Offer Date: 5/21/02

(i) Mary R Sybouts
LESSOR Signature
Gary Sybouts

Print Name/Title of Corporation or Partnership

302 N. 1st St.

Address

Yakima, Washington 98901

City/State

509-433-3475

Phone

1-600-360-730

Tax Identification No.

98-4531

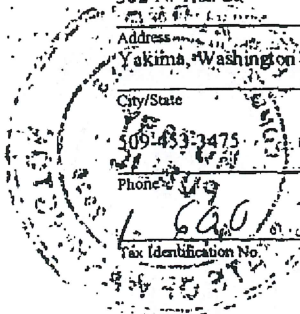
(ii) Robert H. Harbin III
Viacom Outdoor Signature

ROBERT H. HARBIN, III
Print Name/Title
**DIRECTOR OF REAL ESTATE
WESTERN REGION**

Witness (if applicable)

Witness (if applicable)

Acceptance Date 6-17-02



6. LESSOR'S COVENANTS. (a) AUTHORITY OF LESSOR. LESSOR, covenants and warrants that LESSOR is either the owner, agent of the owner, or an authorized lessee of the Property and that LESSOR has full power and authority to enter into and perform under the covenants of this Lease, including, without limitation, leasing the Property and authorizing the construction of the advertising structure at the location provided. LESSOR agrees to provide Viacom Outdoor with written proof of such authorization. LESSOR grants to Viacom Outdoor quiet enjoyment of the Property and warrants and agrees to defend Viacom Outdoor in the quiet enjoyment of the Property during the Term of this Lease. LESSOR and Viacom Outdoor agree that this Lease may be recorded at the appropriate county office.

7. ACCESS/NO OBSTRUCTION. LESSOR covenants and warrants that Viacom Outdoor shall have a reasonable means of access over, across and under the Property, and any adjoining or appurtenant property owned or controlled by LESSOR, to erect, illuminate, maintain, service, remove and reposition its outdoor advertising structure. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees, shrubs or other vegetation), or any other object on the Property, or on any adjoining or appurtenant property owned or controlled by LESSOR, which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of Viacom Outdoor's advertising structure on the Property, or permit any third party to do so. Viacom Outdoor has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or the object at LESSOR's expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at Viacom Outdoor's expense.

8. INDEMNITY AND INSURANCE. Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts or omissions of the indemnifying party or its agent, employees or contractors. Viacom Outdoor agrees to carry, at its own cost and expense, general liability insurance in the amount of One Million Dollars (\$1,000,000) covering any such contingency during the Term of this Lease.

9. TERMINATION RIGHT. If at any time (i) the normal highway view of Viacom Outdoor's advertising structure is obscured or obstructed; (ii) the use or installation of such advertising structure is prevented or restricted by law or by Viacom Outdoor's inability to secure and maintain any necessary permits or licenses; or (iii) Viacom Outdoor is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the advertising structure, Viacom Outdoor may, at its option, terminate this Lease by giving LESSOR fifteen (15) days written notice. If in the reasonable opinion of Viacom Outdoor, any of the above conditions shall only temporarily exist, then Viacom Outdoor, may, at its option, instead of terminating this Lease, be entitled to pay reduced Rent equal to \$100.00 per year during the period such conditions or any of them exist. Upon early termination of the Lease or reduction in Rent for any reason, LESSOR agrees to refund to Viacom Outdoor any prepaid or overpaid Rent. If Viacom Outdoor's advertising structure is a double-faced advertising structure and any of the conditions described in this paragraph affect only one face of the advertising structure, Viacom Outdoor has the right to reduce the Rent (including any paid in advance) to 50% of the Rent rather than terminating the entire Lease.

10. CONVEYANCE. This lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee of any change of ownership of the premises related hereto or of Lessor's mailing address within seven (7) days of such change. Lessor agrees to hold Lessee harmless from any action resulting from failure to provide said notice. Lessor shall not assign its interest under this Lease or any part hereof except to a party who purchases the underlying fee title to the premises; and Lessee shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structures(s); provided however, this sentence shall not preclude a collateral assignment of Lessor's or Lessee's interest under this Lease to a lender as part of a bonafide loan transaction.

11. CONDEMNATION. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Viacom Outdoor shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of Viacom Outdoor's interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or to be acquired; and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by Viacom Outdoor relating to its leasehold, as improved with the outdoor advertising structure. LESSOR may not terminate this Lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

12. IMPROVEMENTS. All the outdoor advertising structures, power poles, materials and equipment on the Property are and shall remain the property of Viacom Outdoor and may be removed by Viacom Outdoor at any time prior to or within ninety (90) days after the termination of this Lease or any extended term of this Lease. Viacom Outdoor agrees to remove the advertising structure, (exclusive of footings which shall only be removed to grade level) and restore the surface to its natural condition.

13. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and may not be changed except by written agreement signed by the parties. Oral representations or agreements shall have no effect. If the proper legal description of the Property is not attached, either party may attach or provide it at a later time.

14. NOTICE. All notices are effective upon dispatch and must be in writing and delivered by mail, personal delivery or commercial courier to LESSOR and Viacom Outdoor at the respective addresses set forth above.

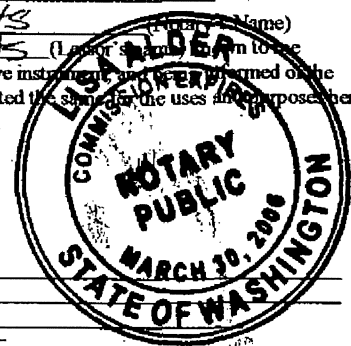
State of Washington
ss.
(Or County of King)

On this 7th day of June 2006, before me, Gary R. Subouts (Notary Name) the undersigned officer, personally appeared GARY R. SUBOUTS (Lessor Name) who (Name) satisfactorily proven) to be the person whose name is subscribed to the above instrument, and he/she acknowledged to me that he/she is the person whose name is subscribed to the contents of said instrument, acknowledged that he or she voluntarily executed the same for the uses and purposes herein contained. In witness whereof, I have hereunto set my hand and official seal

My Commission Expires 3-30-06 IX
(Signature of Officer) [Signature]

Parcel Identification Number: _____

Legal Description of Property (For Recording Purposes): _____



After recording return to: _____ Attention: Lease Coordinator.