

LEASE

Lease No. I-75/Featherstone
(Auburn Hills)

AGREEMENT of Lease ("Lease") made this 17th day of March, 2009 ("Lease Execution Date"), by and between International Outdoor Inc., as Tenant, and SS MITX, LLC, a Delaware limited liability company, whose address is 7932 West Sand Lake Road, Suite 108, Orlando, Florida 32819, as Landlord.

Landlord owns the premises commonly known as 1096 Doris Road, Auburn Hills, Michigan 48124 and more particularly described on Exhibit A attached hereto (the "Premises").

Landlord does hereby Lease and demise to Tenant, the portion of the Premises particularly described on Exhibit B attached hereto (the "Leased Premises")

for the term of five (5) years, beginning and ending as set forth in this agreement (subject to any extension options hereunder), at the yearly rental set forth below.

As used in this Lease, the "Advertising Date" shall mean the first day on which all of the following conditions have been satisfied: (a) the Tenant's sign structure has been fully constructed on the Leased Premises, (b) all utilities, including electric, have been connected to the sign structure and are fully operational, and (c) Tenant has obtained all necessary permits and licenses to erect and operate the sign structure(s) and display(s) and advertise on the Leased Premises and such permits and licenses are satisfactory to Tenant. Tenant shall notify Landlord in writing of the Advertising Date promptly after such date. Landlord acknowledges that it may be necessary for Tenant to initiate litigation with the City of Auburn Hills in order to obtain permits and licenses which are satisfactory to Tenant and that Landlord shall not have the right to terminate this Lease in the event Tenant initiates any such litigation. Tenant shall not name Landlord as a party to any such litigation unless Landlord is a necessary party. If Landlord is a necessary party, Tenant shall indemnify Landlord for any costs associated with any such litigation.

In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, Tenant agrees to pay Landlord yearly rent in the amount of One Dollar (\$1) per year for the period between the Lease Execution Date and the Advertising Date, and in the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) per year beginning on the Advertising Date. Such yearly rental is to be paid in advance (subject to a 30-day delay for processing) with adjustments to be made promptly when the advertising status of the display(s) is changed. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date. Rental shall be deemed to have been made on the date(s) scheduled, unless Landlord notifies Tenant of non-receipt of payment.

Tenant shall have the right to erect, place and maintain advertising sign structures (with a minimum of two faces and measuring at least 14 feet by 48 feet (672 square feet/face)) and equipment therefor on the Leased Premises and post, paint, illuminate and maintain advertisements on such structures and for uses incidental thereto and Tenant shall also have the right to use the Leased Premises for any other purpose not prohibited by applicable law. Such use shall include, without limitation, access to the Leased Premises over those areas described and depicted on Exhibit C attached hereto as "Access Areas" (the "Access Areas"). Landlord agrees to allow Tenant full access to the Leased Premises and the Access Areas for the purpose of erecting, maintaining, changing or removing the displays at any time. In the event the City of Auburn Hills does not permit Tenant to erect sign structures with a minimum of two faces and measuring at least 14 feet by 48 feet (672 square feet/face), then the yearly rental shall be reduced in proportion to the reduction in total square feet/face of the approved sign structure. For example, in the event the City of Auburn Hills approves a two-faced structure measuring only 10 feet by 30 feet (300 square feet/face), then the yearly rental shall be reduced to \$5,400 (300 square feet/face divided by 672 square feet/face multiplied by \$12,000). Landlord shall not allow the construction, placement or erection of any structures on the Premises or neighboring property of Landlord which will block, obstruct, hinder or impair the visibility of any portion of Tenant's sign structures on the Leased Premises, including without limitation, the planting of any trees, shrubs or other landscaping on the Premises or neighboring property of Landlord. Tenant agrees not to allow advertising of alcohol or cigarettes on its advertising sign structures, nor will Tenant allow any advertising which contains obscene, lewd or lascivious displays or self storage

displays. If the Tenant violates the foregoing restrictions on advertising, upon not more than 10 days notice from Landlord, Tenant shall remove such displays.

All structures, displays, equipment and materials placed upon the Leased Premises by Tenant are Tenant's trade fixtures and equipment, and shall always be and remain Tenant's property, and may be removed by Tenant at any time prior to or within a reasonable time after the expiration or earlier termination of this Lease or any extension thereof.

Unless specifically stated otherwise herein, Landlord represents and warrants that it owns the Premises, and that it has full authority to enter into this Lease. Landlord covenants and warrants that if Tenant shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, **Tenant shall and may, peaceably and quietly have, hold and enjoy the use of the Leased Premises and Access Areas for the term of this Lease and any extensions thereof.**

If at any time the view of Tenant's displays is obstructed or obscured, or the use or installation of such displays is prevented or restricted by law or by Tenant's inability to obtain any necessary permits or licenses (each individually a "Condition" and collectively, the "Conditions"), and Landlord has not cured such Condition within thirty (30) days after receiving written notice from Tenant of such Condition, **Tenant may, at its option, terminate this Lease, and Landlord agrees to refund to Tenant the rent previously paid for the unexpired portion of this Lease. If any of the Conditions shall at any time temporarily exist, then Tenant may, at its option, instead of terminating this Lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist,** and to the refund of any rent paid in advance for the period of such abatement. Landlord shall cooperate fully with Tenant in obtaining any necessary permits, licenses or other approvals for Tenant's use of the Leased Premises at no cost or expense to Landlord.

Tenant agrees to save Landlord harmless 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 act of Tenant's agents or employees in the construction, maintenance, repair, change or removal of Tenant's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this Lease shall remain in effect. Landlord agrees to save Tenant harmless 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 act of Landlord, its agents and employees. Notwithstanding the foregoing, the parties release each other and their respective authorized representatives from any claims for damage to any person or to the Premises that are caused by or result from risks insured against under any all risk or fire insurance policies carried by either of the parties. Each party to the extent possible shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party to the extent permitted, for itself and its insurer, waives all such insured claims against the other party.

In the event of condemnation or the threat of condemnation by any lawful government authority, Tenant shall have the right to participate in any condemnation award or settlement to the extent of Tenant's damages for the loss of the use of the sign or signs; the cost of removal or replacement from or on the Leased Premises; and the loss of the leasehold interest.

Landlord represents and warrants that, to the best of its knowledge, the Premises is in compliance with all applicable federal, state, and local laws, regulations and ordinances and that there is no existing violations nor has Landlord received any notice of any violations of any laws, court orders, ordinances, regulations, requirements of any city, county, state or federal governmental authorities, including, without limitation, departments of housing, building, fire, labor, health, or other municipal departments.

Tenant shall provide all utility service connections to the Leased Premises and shall pay any hookup charges or connection fees for such utilities and Landlord shall give Tenant access to neighboring lands under the control of Landlord for such purposes. Tenant shall pay, during the term of this Lease, all normal electricity charges for Tenant's use of the Leased Premises.

Upon request by Tenant, Landlord shall obtain and deliver to Tenant from any present or future mortgagee, trustee, fee

owner, prime landlord or any person having an interest in the Premises superior to this Lease a written nondisturbance agreement in recordable form providing that so long as Tenant performs all of the terms, covenants and conditions of this Lease and agrees to attorn to the mortgagee, beneficiary of the deed of trust, purchaser at a foreclosure sale, prime landlord or fee owner, Tenant's rights under this Lease shall not be disturbed and shall remain in full force and effect for the term of this Lease, and Tenant shall not be named or joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder. Tenant shall pay the reasonable attorney fees charged by such present or future mortgagee, trustee, fee owner, prime landlord or person having an interest in the Premises superior to this Lease in connection with the negotiation of the nondisturbance agreement, but not in excess of \$500.00.

Landlord shall pay when due all real and personal property taxes and assessments with respect to the Premises and the improvements and structures thereon, including those of Tenant.

Before exercising any remedies for breach or default or failure to perform under this Lease, the nondefaulting party shall give the defaulting party thirty (30) days written notice of such default or failure to perform. If Landlord defaults or fails to perform any of its obligations under this Lease, Tenant, in addition to any other remedies available under applicable law, at Tenant's option, may perform Landlord's obligations or cause the performance of Landlord's obligations and deduct the reasonable cost thereof from the rent subsequently accruing. Tenant shall add to that sum interest at the highest rate permitted under applicable law. Tenant shall have the right to vacate or abandon the Leased Premises without it being a default, provided that Tenant continues to pay rent and perform all its other obligations under the Lease. In the event either party institutes legal proceedings against the other for breach of or interpretation of any of the terms, conditions or covenants of this Lease, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party.

Landlord and Tenant each represent to each other that it has dealt with no broker in connection with this Lease and that no broker has been the procuring cause of or has otherwise represented it in this transaction, and each further agrees that it shall be solely responsible and liable for any commission or claim for commission, fee or expense arising out of its communication with any broker. Landlord and Tenant each agree to indemnify and hold harmless the other for any claim, loss, cost or expense, including reasonable attorneys' fees, incurred by the other in connection with a breach of this paragraph.

Landlord and Tenant agree not to record this Lease, but each party agrees, upon request by the other, to execute and record a memorandum of this Lease in recordable form and in compliance with applicable law.

Landlord hereby grants to Tenant the exclusive and irrevocable option to renew this Lease for seven (7) additional term(s) of five (5) years each by giving Landlord written notice prior to the expiration date of this Lease or any applicable renewal period. All renewals under this paragraph shall be on the same terms and conditions of this Lease, except that the rent for first five (5) year Renewal Term shall equal one hundred five percent (105%) of the rent charged for the Initial Term, during the Second Renewal Term the rent charged shall be one hundred ten percent (110%) of the rent charged for the Initial Term, during the Third Renewal Term the rent charged shall be one hundred fifteen percent (115%) of the rent charged for the Initial Term, during the Fourth Renewal Term the rent charged shall be one hundred twenty percent (120%) of the rent charged for the Initial Term, during the Fifth Renewal Term the rent charged shall be one hundred twenty five percent (125%) of the rent charged for the Initial Term, during the Sixth Renewal Term the rent charged shall be one hundred thirty percent (130%) of the rent charged for the Initial Term, and during the Seventh Renewal Term the rent charged shall be one hundred thirty five percent (135%) of the rent charged for the Initial Term.

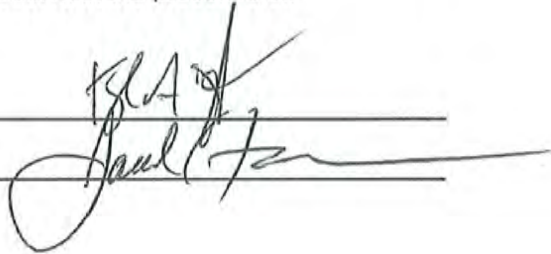
Neither Landlord nor Tenant shall be bound by any agreement or representation, express or implied, not contained herein: This Lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by Tenant in the space provided. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns. Tenant shall have the right to sell, assign and set over all of Tenant's right, title and interest in this Lease to any financially responsible assignee upon the express and written assumption by the assignee of all of the obligations of Tenant herein named and upon such assumption, Tenant shall be fully discharged from any and all

obligations under this instrument. Tenant shall have the right to sublease all or any part of the Leased Premises provided Tenant is not relieved of any liability under this Lease. In the event of any change of ownership of the Premises, Landlord agrees to notify Tenant promptly of such change, and Landlord also agrees to give the new owner formal written notice of the existence of this Lease and to deliver a copy thereof to such new owner.

Additional Provisions (none if left blank): _____

In witness whereof, the undersigned have executed this Lease as of the day and year first above written.

Executed in the presence of:



LANDLORD:

SS MITX, LLC

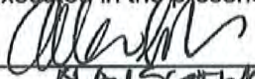
By: 

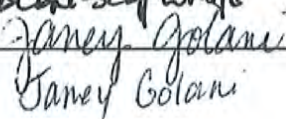
Its: Kurt O'Brien
Manager

ACCEPTED AND AGREED TO BY TENANT:

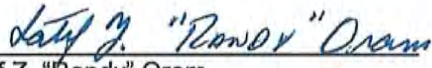
INTERNATIONAL OUTDOOR

Executed in the presence of:





Jamey Golani

By: 

Its: Latif Z. "Randy" Oram
President

EXHIBIT A

DESCRIPTON OF PREMISES

Part of the Southwest ¼ of Section 23, Town 3 North, Range 10 East, Pontiac Township, (now City of Auburn Hills, Oakland County, Michigan, described as: Beginning at a point on the West Right of Way line of Interstate 75, distant North 88 degrees 38 minutes 47 seconds West, 110.00 feet from the center of said Section 23; thence South 09 degrees 52 minutes 07 seconds East, 509.66 feet; thence North 87 degrees 59 minutes 39 seconds West, 438.85 feet; thence North 09 degrees 52 minutes 07 seconds West, 504.57 feet; thence South 88 degrees 38 minutes 47 seconds East 437.83 feet to the point of beginning.

Except land described in Declaration of Taking recorded in Liber 11265, Page 30 which is recited as:

All that part of the following described Tract "A" described as: Beginning at a point on the West right of way line of Interstate I-75 distant North 88 degrees 38 minutes 47 seconds West, 110.00 feet along the East and West ¼ line of Section 23, Town 3 North, Range 10 East, Pontiac Township, (now City of Auburn Hills), Oakland County, Michigan, from the center of said Section 23; thence South 09 degrees 52 minutes 07 seconds East, 509.66 feet; thence North 87 degrees 59 minutes 39 seconds West, 75.00 feet; thence North 08 degrees 33 minutes 24 seconds West, 506.62 feet to the East and West ¼ line of said Section 23; thence South 88 degrees 38 minutes 47 seconds East, 63.00 feet along said East and West ¼ line to the point of beginning.

Together with a perpetual easement for ingress and egress, roadway and public utility purposes as contained in Grant of Easement recorded in Liber 9193, Page 181 and Easement Agreement recorded in Liber 10257, Page 349, which rights were assigned by certain Assignment of Rights under Easement Agreements recorded in Liber 9723, Page 102 and Liber 10257, Page 277.

Together with an easement for advertising sign structure and rights of ingress and egress thereof, as created under a certain Grant of Easement dated December 7, 1994 and January 18, 1995, recorded in Liber 15209, Page 456.

Tax Parcel No. 14-23-327-019

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

To be mutually agreed upon by Landlord and Tenant prior to Tenant obtaining building permit for the sign structure.

EXHIBIT C

ACCESS AREAS

To be mutually agreed upon by Landlord and Tenant prior to Tenant obtaining building permit for the sign structure.

1 A There is a contract, yes.

2 Q And, that contract says that if you don't do X, Y, Z it's
3 not valid within 60 days of the signing of that document.
4 The contract says that, does it not?

5 A It does say that.

6 Q And, that never happened; correct?

7 A That was my determination. I put that provision in there
8 for a --

9 Q Can you just answer my question?

10 THE COURT: Can he answer please.

11 THE WITNESS: Yes, I put that provision in there
12 for our own protection because we have lenders that, you
13 know, if there's going to be a recording against the
14 property the lender will require that we get their
15 approval. There was no memorandum of lease required so I
16 did not feel that it was necessary to obtain their
17 approval.

18 BY MR. POTTER:

19 Q So, then let me -- I'm going to establish some ground
20 rules with you. I'm going to ask you questions that
21 require a yes and no answer, okay?

22 A Okay.

23 Q If you can't answer yes or no you tell me 'cause I know
24 you want to have the story you want to tell the jury but
25 your lawyer can get that out of you. I want my questions

1 answered. They're all going to be yes or nos, so if you
2 can't answer yes or no you tell me and I'll restate the
3 question, okay.

4 A Okay.

5 Q You would agree with me that the lease that you executed
6 with Lamar contains a provision that that lease is not
7 binding if lender approval is not obtained within 60 days,
8 correct?

9 A Correct.

10 Q You requested that provision to be in that lease, correct?

11 A Correct.

12 Q And, that provision was not complied with, correct?

13 A Correct.

14 Q No lender approval was received, correct?

15 A Correct.

16 Q And, no amendment to the lease was written with regard to
17 the lender approval, correct?

18 A Correct.

19 Q And, pursuant to the plain language of that paragraph if
20 that didn't happen that lease was not binding, correct?

21 A Correct.

22 Q And, without a binding lease Lamar would have no interest
23 in the Doris Road property, correct?

24 A Correct.

25 Q And, there's no written document that you entered into