

Form 520S Rev 11/01

Office: VIACOM OUTDOOR

Mi FW HARMON

1695 EASTSHORE HWY

BERKELEY, CA 94710

Lease Number: 903668

STANDARD LEASE RENEWAL AGREEMENT VIACOM OUTDOOR

THIS AGREEMENT, dated this 24th day of JUNE, 2002, is by and between KAEN ONE ASSOCIATES ("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 6.7 miles N of VALLEJO CITY LIMIT on the W side of HWY 29 for display(s) facing N, being part of the LESSOR'S property known as 057, 090 076 situated in the Township of NAPA County of NAPA State of CALIFORNIA. This display(s) are intended to be viewed from HWY 29 street or highway.

Effective Date: APRIL 1, 2002

Size: 12x40' Number of Faces: 1

The advance yearly rental payments shall be made in equal annual installments in the amount of \$2,200.00. IN YEAR SEVEN OF THE LEASE, THE ANNUAL RENT SHALL INCREASE TO \$2,350.00. ALL RENT SHALL BE PAID ANNUALLY, IN ADVANCE. IT IS AGREED THAT ANY ADDITIONAL RENT DUE UNDER THIS LEASE FOR THE CURRENT YEAR SHALL BE LESS ANY RENT PREPAID FOR THE CURRENT YEAR.

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 TEN 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 FIVE 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 \$ see above. 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: JUNE 18, 2002

(i)

[Signature]
LESSOR Signature

KAEN ONE ASSOCIATES
Print Name/Title of Corporation or Partnership

156 CREST AV
Address

ALAMO, CA 94507
City/State

94-648-6223
Tax Identification No.

925 937 0610
Phone No.

(ii)

[Signature]
Viacom Outdoor Signature

ROBERT H. HARBIN, III
Print Name/Title
DIRECTOR OF REAL ESTATE
Witness (if applicable) WESTERN REGION

Witness (if applicable)

Acceptance Date 8-1-02

[Signature]
INITIALS
[Signature]

