

FIRST AMENDMENT OF LEASE

This first amendment of lease ("First Amendment") is made as of this 157 day of MARCH, 2005 by and between The Detroit Edison Company, a Michigan Corporation ("Landlord") and Viacom Outdoor, Inc., a Delaware Corporation, successor to Infinity Outdoor Advertising, a Delaware corporation ("Tenant").

On March 22, 2001, Landlord and Tenant entered into a Billboard Lease on Property located in Part of the Northeast ¼ of Section 16, T1N R8E, City of Novi, Oakland County, Michigan, further described as: approximately 575 feet West of Taft Road, as shown on Attachment 1.

Landlord and Tenant now amend the Lease as follows:

1. Terms and conditions not altered herein shall have the meaning ascribed thereto in the Lease.
2. The Lease is hereby extended for an additional five (5) years, beginning January 1, 2006, and ending December 31, 2010.
3. The rent schedule for the extension period is as follows:

\$6,442.00 due January 1, 2006
\$7,086.00 due January 1, 2007
\$7,795.00 due January 1, 2008
\$8,575.00 due January 1, 2009
\$9,433.00 due January 1, 2010

LANDLORD
THE DETROIT EDISON COMPANY

By: John C. Erb
John C. Erb
Its: Manager, Corporate Real Estate Administration

TENANT
VIACOM OUTDOOR, INC.

By: Mike VanHater
MIKE VANHATER
Director of Real Estate
for the Midwest Region
Its: _____

BILLBOARD LEASE

This Lease is made on March 27, 2001, by "Landlord" and "Tenant" for certain "Property".

"Landlord" is:

The Detroit Edison Company, a Michigan corporation, 2000 2nd Avenue, Room 2310 WCB, Detroit, Michigan, 48226

"Tenant" is:

Infinity Outdoor Advertising, a Delaware corporation, 88 Custer Avenue, Detroit, Michigan 48202-3197

The "Property" is:

Part of the Northeast 1/4 of Section 16, T1N, R8E, City of Novi. Oakland County, Michigan, further described as: approximately 575 feet West of Taft Road as shown on Attachment 1.

Landlord and Tenant agree to the following terms:

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|------------|---|
| Term | 1. The time period (term) of this Lease is seven years beginning January 1, 1999 and ending December 31, 2005. If Tenant owes rent or defaults on any term in this Lease, then Landlord may repossess the Property and remove Tenant and every occupant from the Property. This lease will also terminate if Tenant files a lawsuit against any governmental organization to obtain a required billboard permit from that governmental organization for the billboard location leased herein. Furthermore, either party may terminate this Lease by giving the other party 90 days written notice. At the termination of the Lease, Tenant must remove the billboard and restore Landlord's Property, as near as practical, to it's original condition, and meet Landlord's approval. If Tenant fails to remove the billboard, Landlord has the right to remove the billboard at Tenant's expense, the amount of which Tenant must pay to Landlord on demand. |
| Rent | 2. Tenant will pay Landlord a yearly rent of \$4,000 for 1999, \$4,000 for 2000, \$4,000 for 2001, \$4,400 for 2002, \$4,840 for 2003, \$5,324 for 2004, and \$5,856 for 2005. The rent is due in advance on the first day of each year. |
| Tenant Use | 3. Tenant may occupy and use the Property only for maintaining an existing double-faced, back to back, illuminated billboard 22 feet high, erected on a single steel beam. Tenant must not increase the height, width, or area of the billboard. Tenant must not use the billboard for advertising that Landlord believes may be detrimental to Landlord's business or corporate image. The Property must not be used by anyone else or for any other purpose. |
| Access | 4. Tenant has the right of access to and from the Property to erect |

(including the right to install electric supply lines at Tenant's own expense), maintain, and change the advertising displays on the billboard. When Tenant uses Landlord's adjoining driveways, Tenant must observe acceptable load limitations to avoid any surface damage. If Tenant's overweight loads require repairs or resurfacing, Tenant at its own cost must make repairs promptly on receiving notice from Landlord.

- View 5. Tenant's billboard will face and be seen from West bound I-96. Landlord must not interfere with this view of the billboard. If Landlord approves in writing, Tenant may, at Tenant's sole cost, clear brush, trees, and debris from the Property, which may interfere with this view of the billboard.
- Quiet Enjoyment 6. If Tenant pays the rent and is not in default on any of the terms in this Lease, then Tenant has the right to quietly enjoy the Property during the term of this Lease.
- Laws and Rules 7. Tenant must comply with all governmental laws and rules in preparing and using the Property.
- Indemnity 8a. Tenant will indemnify Landlord (the Company, its officers, agents and employees) for any claims for injuries or damages to persons or property or both, arising directly or indirectly out of the use of this lease by Tenant (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Tenant's negligence, Tenant's and Landlord's joint negligence, Landlord's sole negligence, or any other person's negligence.
- 8b. If any claim covered by Tenant's indemnity is brought against Landlord, Tenant will defend the claim at Tenant's expense. Tenant will also pay any costs, attorney fees, or judgments that Landlord incurs or is subject to in the claim.
- Insurance 9a. Tenant and Tenant's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Landlord in form and substance. The policies must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also include explosion, collapse or underground damage (commonly known as "XCU"). Tenant's policy must remain in effect as long as this lease agreement remains in effect. Tenant's contractors' policies must remain in effect during the time that the contractors are working on the leased property.
- 9b. Tenant and Tenant's contractors must each give Landlord's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Landlord will have 10 days written notice before any material change or cancellation becomes effective.

9c. Tenant waives Tenant's rights of recovery, Tenant's contractor's rights of recovery and their insurers' rights of subrogation against Landlord for damage to Landlord's or its contractor's property used on the Property.

9d. Obtaining the insurance required by this agreement will not limit or release Tenant's indemnity liability.

Title 10. Landlord does not warranty title to the Property, and Tenant releases Landlord from any liability arising out of any failure or defect in title to the Property.

Entire Agreement 11. This Lease contains the entire agreement between Landlord and Tenant. Landlord and Landlord's agents have made no oral or written promises or representations to Tenant except those contained in the Lease.

Modifications 12. This Lease can be modified only by a written agreement signed by both Landlord and Tenant.

Severability 13. If any part of this Lease is held invalid, the rest of the Lease shall remain in full effect.

Waiver 14. Landlord's waiver of any breach of any term of this Lease must not be considered a waiver of any further breach of the same term or of any other term of this Lease.

Notices 15. Landlord and Tenant must send all required notices to each other by certified mail to the addresses listed in the beginning of this Lease.

Successors and Assigns 16. This Lease binds and benefits Landlord and Tenant and their successors and assigns. However, Tenant must not assign or transfer this Lease, or sublet any part of the property without Landlord's written consent.

Captions 17. The captions of the various paragraphs of this Lease are for convenience and reference purposes only, and must not be used to interpret the terms of the Lease.

THE DETROIT EDISON COMPANY

INFINITY OUTDOOR ADVERTISING

By: John E. [Signature]

By: [Signature]

Title: Real Estate Associate

Title: VP Central Region

