

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into March 18, 2003 by and between **JAMES M. DEADERICK**, P.O Box 1984, Knoxville, Tennessee 37901 ("Lessor") and **JERRY BROOME** and **C & K ADVERTISING**, 702 Pineapple Point, Greeneville, South Carolina 29607 (collectively "Lessee").

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of that portion of the following described premises upon which an existing advertising display is erected and which is necessary for the purposes of erecting and maintaining the existing, or one replacement advertising display (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices, power poles, and connections.

2. The property herein described is located approximately 1/10 of a mile south of Dick Ford Lane on the west side of Chapman Highway, such leased property being part of the Lessor's property situated in the County of Knox, State of Tennessee.

3. The term of the Agreement shall commence March 18, 2002 and, unless terminated earlier in the manner hereinafter set forth, shall continue for a term of ten (10) years.

4. In consideration of the foregoing and the mutual promises herein contained, Lessee agrees to pay upon execution hereof, an annually on or before March 17 of each year during the term One Thousand Two Hundred Dollars (\$1,200.00). Further, commencing April 17, 2004 and continuing through April 17, 2013, Lessee shall pay to Lessor an amount equal to twenty percent (20%) of gross advertising sales on the advertising display contemplated herein less One Thousand Two Hundred Dollars (\$1,200.00). With the payment due each April 17, Lessee agrees to deliver to Lessor a written statement certifying the amount of gross advertising sales. Lessor shall have the right at Lessor's expense to audit Lessee's books and records to verify such gross advertising sales, provided however, if such sales as reported by Lessor are in excess of three percent (3%) below the actual of such sales, then Lessee shall pay all costs and expenses incurred by Lessor in connection with such audit.

5. All additional provisions shall be printed onto this Agreement and shall constitute a part of this Agreement. Any agreements not printed on this Agreement and initiated by both parties will not be binding.

6. In the event of any change of ownership of the property hereafter, the Lessor agrees to notify the Lessee promptly of such change, agrees to give the new owner formal written notice of the existence of this Agreement, and agrees to hereinafter deliver a copy to such new owner.

7. Unless specifically stated otherwise herein, the Lessor represents and warrants that he is the owner of the property herein described and that he has the authority to enter into this Agreement.

8. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, express or implied, not contained herein. This Agreement shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee in the space provided.

9. All structures, displays, and materials placed upon the said property by the Lessee are Lessee's trade fixtures and equipment and shall be and remain the Lessee's property and may be removed by the Lessee at any time at the Lessee's expense prior to or within sixty (60) days after the termination of this Agreement or any extension thereof. The Lessor agrees to allow the Lessee access to the property occupied by the display sufficient for the purpose of erecting, maintaining, changing, or removing the display at any

time. This right of ingress and egress shall run with the land and shall remain in effect during the full term of this Agreement, including any renewals or extensions thereof.

10. The Lessor agrees not to erect or permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by Lessor within a radius of six hundred feet of Lessee's displays nor to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option and expense. Provided however, that any sign erected by any governmental entity shall not be considered a violation of this Agreement.

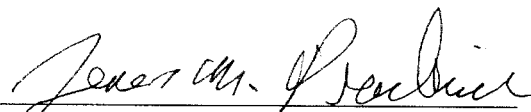
11. The Lessee agrees to hold the Lessor harmless from any and all claims or demands on account of bodily injury or personal property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's displays on the property, or any other activity of Lessee on the property, so long as this Agreement shall remain in effect. The Lessor agrees to hold the Lessee harmless from any and all claims or demands on account of bodily injury or personal property damage caused by or resulting from any negligent or willful act of the Lessor in connection with or related to Lessor's actions or failure to act with respect to this Agreement.


12. Lessee shall have the right to assign all or part of its interest in this Agreement to a person or entity not directly or indirectly affiliated with Lessee with Lessor's prior written consent, which consent will not be unreasonably withheld. Lessee shall have the right to sublease under this agreement to a person or entity not directly or indirectly affiliated with Lessee with Lessor's prior written consent, which consent will not be unreasonably withheld, provided Lessee shall remain liable for the rent as agreed herein.

13. Lessee agrees to maintain the board and location to the Lessor's approval.


14. Lessee hereby agrees that Lessor will retain ownership of advertising structure and any income potential on said structure if Agreement is breached by thirty (30) consecutive days of non-payment.

15. The parties hereto agree that transmission to the other party of this Agreement with its facsimile signatures shall bind the party transmitting this Agreement by facsimile in the same manner as if such party's original signature had been delivered. Without limiting the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as possible thereafter


James M. Deaderick


Jerry Broome

C & K ADVERTISING

By:  3-17-03
Jerry Broome, Owner