

VAN WAGNER COMMUNICATIONS, LLC
PMB 140, 1357 Ashford Avenue
San Juan, Puerto Rico 00907

MASTER 1

In the City of San Juan - Puerto Rico

Date: 9/19/05

In this act, Van Wagner Communications, LLC ("Lessee") shall pay to Caribbean Petroleum Corp. ("Lessor") a nonrefundable deposit equal to \$50,000 (the "Deposit") to be applied to the rent in case Van Wagner continues with this agreement (the "Master Agreement" or "Master Lease"). During the next six months from the date hereof, the parties acknowledge that Lessee shall be in the process of obtaining permits from the applicable government agencies for the installation and operation of each of the Signs on the Leasehold Estates. Therefore, the parties agree that in the event the Lessee does not obtain permits for such Signs to be installed in at least fourteen (14) of the Leasehold Estates, the Lessee, at its sole discretion, may terminate this Master Lease and the Individual Leases by providing the Lessor with written notice of such termination, and both parties shall be relieved from all further liabilities and obligations hereunder and under the Individual Leases, except for obligations incurred prior to the date of such termination; provided, however, that the Lessor shall retain the Deposit and any permits obtained and works done in the premises upon the exercise by the Lessee of its termination right set forth. Lessee may elect to continue with this Master Agreement if it does not obtain permits to install Signs at a minimum of 14 Leasehold Estates as long as it continues to pay the required rent with respect to at least 14 Leasehold Estates (except if it is otherwise permitted to pay rent on fewer Leasehold Estates under this Master Lease or any Individual Lease). After the six month period the parties are committed to the entire terms and conditions of this Master Agreement.

1. The undersigned Lessor hereby leases exclusively to VAN WAGNER COMMUNICATIONS, LLC, a limited liability company organized and existing under the laws of the State of New York ("Lessee"), as Lessee, the nineteen (19) premises (the "Demised Premises), identified in the Addendum A and full right of access to the Demised Premises for the purpose of constructing, erecting, installing, maintaining and operating painted, printed or illuminated advertising signs including all necessary structures, devices and electrical wires and connections (collectively, the "Sign") to support such advertising signs.
2. The Lessor represents that it is the owner of the above described property and Lessor has the authority to enter into this Master Lease and grant the rights to the Lessee herein provided.
3. **Description of the Demised Premises:**

The Addendum A, which identifies the demised premises, is incorporated by reference and is to be construed as an integral part of this Master Lease. An individual lease ("Individual Lease") will be signed for each of the 19 premises which Lessee leases according to the terms and conditions herein agreed.
4. The Individual Leases to be signed for each site shall be for a term (the "term") of fifteen (15) years and six (6) months commencing on the date of execution of this agreement.

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5. The rent for the leasehold granted hereby shall be as follows, subject to the discounts and other terms and conditions set forth below and/or in an Individual Lease:

Year 1 to year 5	\$1,000 monthly per each face ad space
Year 6 to year 10	\$1,250 monthly per each face ad space
Year 11 to year 15	\$1,500 monthly per each face ad space

Rent shall be paid monthly in equal consecutive monthly installments in advance on the first business day of the month.

Premises Categories and Rent Structure:

The premises will be identified in two categories as follows:

- Class A Without permit - All reference is at 2 faces
- Class B With permit - All reference is permitted faces

It is agreed that Lessee has an option to lease from CPC a maximum of 19 premises in Classes A and B; but, subject to the other terms and conditions of this Master Lease, is committed to maintain at least 14 premises.

Time Frame:

- A. During the first six (6) months from the date of this Master Agreement the Lessee will not pay rent.
- B. Immediately on the Second Period of six (6) months (months 7 to 12) from the date of this Master Agreement, Lessee will start paying fifty percent (50%) of the monthly rent, as per the classes defined above. Lessee will be given a credit in an amount equal to the full amount paid by Lessee with respect to each Sign each month during this Second Period, to be applied toward future rent owed by Lessee with respect to such Sign upon installation, as long as the installation is completed prior to 12 month from the date of signing.
- C. During a Third Period of (6) six months (month 13 to 18) the rent will be fifty percent (50%) of the rent as per the classes defined above until installation of the Sign or 18 months from signing, whichever comes first. Upon installation full rent will commence from installation date and no credit will be granted for the rent previously paid.
- D. After the 18 months full rent will be paid based on the above rent schedule according to classes.

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CHANGE OF LAW OR REGULATION: If during the first 18 months from the execution of this Master Agreement new laws or regulations are passed or introduced that in effect close the market to future development of billboards in Puerto Rico, then only the premises on Class B as per schedule above, will continue on this Agreement. Notwithstanding anything herein to the contrary, if as a result of such new laws or regulations Lessee is no longer able to build or maintain Signs at 14 Leasehold Estates as otherwise contemplated by this Master Agreement, Lessee shall not be obligated to pay rent for a minimum of 14 Leasehold Estates.

6. The Lessee shall indemnify and hold the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its Sign on the Demised Premises. The Lessor shall indemnify and hold the Lessee harmless from all damages caused to the Lessee's property (including, without limitation, the Sign) on the Demised Premises or to any other property or person resulting from the negligent acts or willful misconduct of the Lessor or its agents or employees.
7. If the use of Sign or Signs at a Leasehold Estate is prevented or restricted by law or if permits once obtained are canceled or revoked for causes not attributed to Lessee, Lessee shall notify Lessor in writing of such prevention or restriction of use and may cancel the Individual Lease with respect to such premises. If Lessee cancels an Individual Lease in accordance with the previous sentence, or if Lessor cancels one or more of the land lease contracts, Lessee will not be obligated to replace the site(s) even if the total number falls below fourteen (14), and notwithstanding anything herein to the contrary, in such event Lessee shall not be obligated to pay the rent for a minimum of 14 Leasehold Estates as otherwise required hereunder.
8. Throughout the term of this Master Lease, Lessee shall, at its sole expense, take out and continuously maintain in force for the benefit of Lessor as an additional named insured, public liability insurance with limits of not less than \$1,000,000 for bodily injury and \$500,000 property damage, covering the Lessee's activities at the Demised Premises.
9. The Lessor shall have the right to decide other use for property (presently service stations and a tank farm) or to sell any one or more of the Demised Premises during the term of this Master Lease. In the event that the new owner is an affiliate of the Lessor the Individual Lease for sold premises will continue in full force and effect between the affiliate and the Lessee. If the new owner (provided that the new owner has purchased the property in a bona fide third party transaction) determines not to continue with the Individual Lease of any such demised premises, the Lessor and the Lessee agree on the following formula to compensate for any portion of the Individual Lease that would otherwise remain in effect.

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- A. In the event the Individual Lease for that Demised Premises is terminated within or up to the first thirty (30) months from the Commencement Date, the applicable cancellation penalty will be equal to two (2) years rent of the Demised Premises covered by that Individual Lease. The penalty will not be a cash payout, but rather it will be in the form of a credit towards future land lease payments payable by Lessee to Lessor or any affiliate of Lessor under other leases for signs, provided if no such other leases are in effect, then payable in cash.
- B. In the event the Individual Lease for that Demised Premises is terminated between the 31st month and the 60th month from the Commencement Date, the applicable cancellation penalty will be equal to one (1) years rent of the Demised Premises payable in cash.
- C. In the event the Individual Lease for that Demised Premises is terminated on or after the 60th month from with the Commencement Date, Lessor will pay Lessee one half of the Sign removal costs for the Signs at that location.

In addition, if as a result of the termination of one or more Individual Leases, the number of remaining premises leased by Lessee from Lessor under this Master Agreement is less than 14, Lessee shall be obligated to rent a minimum number of Demised Premises equal to 14 minus the number of premises subject to Individual Leases that have been terminated.

- 10. The Lessor acknowledges and agrees that Lessee will and may license and lease to third parties space at and upon the Sign on each Demised Premises for the placement or installation of advertising signs. The Lessor agrees not to construct, erect or install, or permit the construction, erection or installation of any structure, building, device or equipment on the Demised Premises for the purpose of placing advertising or any other sign thereon except for the Sign placed by the Lessee on the Demised Premises. If such obstruction occurs, in addition to all other rights and remedies available to the Lessee under law or in equity, the Lessee has the option of requiring the Lessor to remove said obstruction within thirty (30) days from such request.
- 11. If the view of the Demised Premises or any advertising or other sign located thereon is partially or wholly obstructed or the advertising value of the Demised Premises, the Sign or any advertising sign is impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law or if permits are not obtained or once obtained, canceled or revoked, the Lessee at its option may cancel the Individual Lease with respect to such Demised Premises with a written notice to Lessor of no less than six (6) months in advance of the cancellation, but Lessee shall retain the right to replace the site that was lost with another property if available of CPC.

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12. Lessee shall have the right at any time to terminate any Individual Lease and to remove the Sign(s) thereon, so long as Lessee continues to pay rent for a minimum of 14 Leasehold Estates (or such fewer number as permitted by this Master Agreement) as required hereunder.
13. The Lessee will maintain the signs in proper conditions during the term of the Lease and at its termination will leave the Demised Premises in the same condition that he received it, unless agreed otherwise in writing.
14. The Lessee is and shall remain the owner of the Sign, all signs, construction permits, governmental approvals and improvements constructed, installed and/or pieced by it upon the Demised Premises and any other personal property of Lessee located thereon and has the right to remove the same at any time before or after the termination or expiration of this Lease. If the Sign face is vacant and not used by a third party, the Lessor shall have the right to use such sign without any cost except those directly associated with production and installation of Lessor's advertising material.
15. During the term of this Master Lease the Lessee will comply with all federal and local applicable law and regulation, including "Fondo del Seguro del Estado", "Junta de Planificacion", "ARPE", if applicable and any other government requirement.
16. The Lessee will request and guarantee that the third party using the Sign will conform with the terms and conditions of the Individual Lease and the Sign shall not be used in any way by a competitor of the Lessor.
17. Lessee, subject to prior coordination with owner, shall have the right to enter into and upon the Demised Premises for the purposes of repairing, inspecting, conducting maintenance or testing the lamps or make any repair required to the Sign, as well as all work necessary for maintaining the same in a state of efficiency, all which shall be done at Lessee's sole expense.
18. Lessee shall pay monthly, all sums that may become due for the electricity supplied to the said Demised Premises for use of the Sign and shall keep Lessor indemnified against being called on to pay the same.
19. The Lessor shall be responsible for the payment of all personal or real property taxes attributable to or imposed on any Demised Premises and/or the Property or other property subject to the Master Lease or any Individual Lease. The personal property taxes attributable to the Sign will be paid by the Lessee.
20. Lessee shall pay the rent in full. Short payments are not allowed unless Lessor issues a written confirmation agreeing to them. An unauthorized short payment on any premise will constitute a material default of the Agreement of the other premises.

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21. In the event of any litigation to determine the rights of either party under this Lease or any Individual Lease to construe the same, or the obligations of either party in regard hereto, the parties will submit to the jurisdiction of the Commonwealth of Puerto Rico and the prevailing party shall be entitled to be compensated by the other party for reasonable attorney's fees and court costs.
22. The parties shall not be bound by any terms, conditions or oral representations made by its officers, agents or employees, unless the same are incorporated in this Lease.
23. The parties agree that in the event of any conflict between the printed form of this Master Lease or Individual Lease and any rider or Addendum hereto, the language contained in such rider or addendum shall govern and prevail with respect to such conflict.
24. This Master Agreement represents the entire understanding and agreement between the parties with respect to the matters covered herein and may not be altered or amended, unless the parties agree in writing thereto.

Accepted:

VAN WAGNER COMMUNICATION, LLC

By: 

Name: Raymond P. Sipperley

Title: Sr. Vice President/General Manager

LESSOR:

By: 

Name: Ram Zeevi

Title: Managing Director

By: _____

Name: Eric Guzmán

Title: Marketing Manger

Revised by: Esq. Norma Cotti

