

CONTRACT NO. 001
DURING THE PERIOD MAY01/91-JUN30/91

DATE MAR08/91
CLIENT ATC AMERICAN TOBACCO CO.

OUTDOOR ADVERTISING CO.-- 6039.01
PATRICK MEDIA GROUP
POSTERS
TEL 512-654-5591

TERMS-
LESS AGENCY COMM. 16.66 PCT
MARKET TX, SAN ANTONIO METRO

PATRICK MEDIA GROUP
ATTN- BILL HOPPER
4366 CENTER GATE DRIVE
SAN ANTONIO, TX 78217

CONTRACT RATE BASIS

RATE	DESCRIPTION
10,830.00	50 SHOWING 0 REG, 38 ILLUM

50 SHOWING
0 REG, 38 ILLUM

\$10,830.00/MONTH X 2 = \$21,660.00

1991	MAY	JUN
ORDERED	+ 01 + 01 +	
RESERVED	+ + +	+ + +

* CLIENT TOTALS * 21,660.00*

SAN ANTONIO ADI
(BEXAR/COMALL/GUADALUPE COUNTIES)
SHOWINGS ARE TO BE SKEWED TO MALE COVERAGE.
(BULL DURHAM)

PATRICK MEDIA GROUP
4366 CENTER GATE DRIVE
SAN ANTONIO, TX 78217

SUBJECT TO CURRENT A.A.A.A. TERMS & CONDITIONS COPYRIGHT CONTRACT.
ALL LOCATIONS SUBJECT TO PRIOR APPROVAL BY ADVERTISER AND/OR AGENCY.
THE ATTACHED RIDER IS PART & PARCEL OF THIS CONTRACT.

THE COMPANY ACKNOWLEDGES THAT THE AGENCY IS AN INDEPENDENT
CONTRACTOR AND NOT AN AGENT OF THE AMERICAN TOBACCO COMPANY
AND THE COMPANY AGREES TO HOLD THE AGENCY SOLELY LIABLE
FOR PAYMENT HEREUNDER.

ALL LOCATIONS SUBJECT TO PRIOR APPROVAL BY ADVERTISER AND/OR AGENCY.

THE AGENCY (UNDERSIGNED) HEREBY CONTRACTS WITH THE ABOVE INDICATED
PLANT (COMPANY) FOR THE POSTING AND MAINTENANCE (SERVICE) OF OUTDOOR

(CONTINUED)

PLEASE SIGN AND RETURN
PINK COPY TO AGENCY.
ACCEPTED BY PLANT

BY _____

AUTHORIZED
AGENCY SIGNATURE,

PER B. CHANDLER

CONDITIONS

Approved 1986 by the American Association of Advertising Agencies. These conditions in general were developed in consultation with the Institute of Outdoor Advertising and the Eight-Sheet Advertising Association. The conditions are voluntary and no agency or company is obligated to use this form or these conditions.

The advertising agency (hereinafter called "the Agency") placing advertising on behalf of the advertiser named on the face of this contract (hereinafter called "the Advertiser") and the Outdoor Advertising Company (hereinafter called "the Company") accepting this contract hereby agree that this contract shall be governed by the following conditions:

1.0 DELIVERY OF POSTERS BY AGENCY

1.1 The Agency will deliver posters in quantity sufficient to meet the needs hereunder (plus 10% for renewal purposes) at places designated by the Company, shipping charges prepaid, at least fifteen (15) calendar days prior to the scheduled posting date(s).

1.2 Posters will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Recommended specifications for paper will be supplied by the Company upon request.

2.0 POSTING OBLIGATIONS OF COMPANY

2.1 All locations are subject to prior approval by the Advertiser and/or the Agency.

2.2(a) Except as hereinafter provided, the posters furnished by the Agency shall be posted by the Company in the markets and on the dates scheduled on the face of this contract.

(b) Posters will be freshly blanked at the time of each posting on panels that are maintained in accordance with appropriate industry standards or their equal and will be well distributed in the specified market.

(c) Posters and panels will be kept in good condition throughout the term of this contract. Posters will be promptly renewed, provided sufficient additional posters are supplied by the Agency. The Company will notify the Agency promptly if posters are needed for renewal.

(d) The Company will provide illumination necessary for full visibility during 6:00 A.M. to midnight period unless otherwise specified in this contract.

2.3(a) If posters are timely delivered, the Company shall complete posting no later than five (5) working days after the scheduled posting date. Advertisers shall have the benefit of a full thirty (30) days display from the average date of posting, unless the posters are not timely delivered. The Company will immediately notify the Agency if posters are not received on time.

(b) If posters are timely delivered but cannot be posted in accordance with 2.3(a), the Agency will be informed immediately and any available substitute dates will be submitted for the Agency's approval.

(c) Unless approved in writing by the Agency, the Company will not (i) reserve dates on the face hereof which are outside the ree-way specified herein by the Agency as an acceptable variance from the dates ordered by it hereunder, or (ii) post on dates, ordered by the Agency, that the Company has placed on a waiting list.

2.4(a) The Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Any change made in location of posters, for any reason, must be reported promptly to the Agency.

(b) The Company and any third party that controls the display locations shall have the right to reject any advertising material submitted by the Agency. If such rejection is unreasonable, arbitrary, or capricious, the agency shall have no obligation to pay for the service for which the rejected material was submitted and shall have the right to terminate this contract in whole or in part.

(c) The Company shall not make any alteration in advertising materials without the written consent of the Agency.

2.5 Unused posters may be disposed of by the Company upon completion of the schedule called for herein, unless written instructions to do otherwise are received from the Agency.

3.0 GENERAL

3.1 Rates

(a) All rates and adjustments shall be computed on the basis of thirty (30) days to the month.

(b) The Company represents that all of its rates are published and that the rates specified in this contract (including discounts under any plan of continuity, frequency, or quantity) are the lowest rates at which any agency or advertiser may contract for like services at the time this contract is entered into.

(c) For the purpose of computing the applicable discount, the service ordered under this contract for the same market(s) shall be combined with the service ordered under any other contract or contracts for any other products or services of the Advertiser and its affiliates. Affiliates include the Advertiser's subsidiaries, parent company, and subsidiaries of the parent company.

3.2 Cancellation and Loss of Service

(a) This contract may be cancelled by either party by giving written notice thereof to the other party no later than sixty (60) days, including Sundays and holidays, in advance of any scheduled posting date.

(b) In the event of such cancellation by the Agency, the Agency shall pay the Company a short rate charge equal to the difference between the rate earned under this contract and the rate applicable to the service used, determined in accordance with the rate card on which this contract is based and paragraph 3.1 hereof.

(c)(i) Any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or dissimilar cause beyond the Company's reasonable control, shall not constitute a breach of contract, but the Agency shall be notified immediately and shall be entitled, at its election, to either an extension of service, additional service, or credit, all on a pro rata basis, except that in the event of a failure to provide illumination as required herein the loss shall be compensated by a cash credit to the Agency of 25%.

(d) If the advertising or sale of the product or service to be advertised under this contract is prohibited by law or government regulation, this contract shall terminate as of the effective date of such law or regulation without short rate charge.

3.3 Terms of Payment

(a) The Company will, from time to time at intervals following commencement of service, bill the Agency at address on face hereof; the Agency shall pay the Company thereon, at address on bill, within thirty (30) days after date of billing. Upon request the Company will furnish the Agency with a list of locations posted.

(b) Company agrees to hold the Agency solely liable for payment of the sums due hereunder (unless otherwise stated on the face of the contract).

3.4 Taxes

The Company shall pay all taxes, except sales and use taxes that may be applicable to the ownership or control of poster panels or the display of posters thereon.

3.5 Indemnification

(a) The Company shall hold the Agency and the Advertiser harmless against all liability including all claims, demands, debts, obligations, or charges, together with reasonable attorneys' fees and disbursements (all hereinafter referred to as "liability"), arising out of the installation, maintenance, or removal of posters, including all such liability arising out of the Company's failure to remove posters within thirty (30) working days after the expiration of this contract, provided (i) such removal is requested by the Agency and (ii) such failure is not due to force majeure as defined in paragraph 3.2(c).

(b) The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the posters furnished by the Agency.

COPYRIGHT NOTICE

Any A.A.A. member is authorized to use the copyrighted form. Non-member agencies are permitted to use the form without the "Member of A.A.A.A." Imprint and with a disclaimer on the front which says they are non-members.

Any changes in the copyrighted conditions must be clearly and conspicuously noted on the face of the form.
Copyright 1986 American Association of Advertising Agencies, Inc.

NOTE

These conditions have been approved for all Outdoor Poster Display contracts.

If this form is used for Outdoor Painted Bulletin Display contracts, Outdoor Printed Bulletin Display contracts, as a Contract For Transit Advertising or any other form of outdoor contract, it is agreed by all parties that this contract shall be governed by those respective, copyrighted conditions.

CONTRACT NO. 001
 DURING THE PERIOD MAY01/91-JUN30/91

PAGE 2

DATE MAR08/91

OUTDOOR ADVERTISING CO.- 6039.01
 PATRICK MEDIA GRUP
 POSTERS

CLIENT ATC AMERICAN TOBACCO CO.

ADVERTISING POSTERS (POSTERS) ON OUTDOOR ADVERTISING POSTER PANELS OWNED OR CONTROLLED BY THE COMPANY IN THE MARKETS LISTED ABOVE ON BEHALF OF THE ADVERTISER AND PRODUCTS NAMED HEREIN, UPON ALL THE TERMS AND CONDITIONS SET FORTH BY THE CURRENT A.A.A.A. TERMS AND CONDITIONS 1986 COPYRIGHT CONTRACT.

RIDER TO OUTDOOR POSTER DISPLAY CONTRACT NO.

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS MODIFY AND SUPPLEMENT THE PROVISIONS OF THE ATTACHED AAAA OUTDOOR POSTER DISPLAY CONTRACT

(THE CONTRACT) BETWEEN AND LAURENCE, CHARLES, FREE & LAWSON, INC. (LCF & L) AND FORM AND INTEGRAL PART OF THE CONTRACT.

1. NOTWITHSTANDING THE LANGUAGE OF PARAGRAPH 1.1 OF THE CONTRACT, IF PPI OR ATCO SHOULD, FROM TIME TO TIME, FIND IT NECESSARY TO SHIP POSTERS UP TO FIVE (5) DAYS PRIOR TO THE POSTING DATE, COMPANY AGREES TO POST ALL SUCH POSTERS IMMEDIATELY UPON RECEIPT THEREOF, UNLESS OTHERWISE INSTRUCTED BY AN AUTHORIZED REPRESENTATIVE OF PPI OR ATCO.

2. PARAGRAPH 2.3 (B) OF THE CONTRACT IS DELETED AND THE FOLLOWING SUBSTITUTED THEREFOR

2.3 (B) COMPANY AND ANY THIRD PARTY WHICH CONTROLS THE DISPLAY LOCATIONS SHALL HAVE THE RIGHT TO REJECT ANY ADVERTISING MATERIAL SUBMITTED BY AGENCY. IF AGENCY, IN ITS SOLE JUDGEMENT, SHOULD DEEM SUCH REJECTION TO BE UNREASONABLE, ARBITRARY, OR CAPRICIOUS, OR IF, FOR ANY REASON, ITS POSTERS ARE NOT POSTED, OR POSTED IN A LOCATION NOT APPROVED BY AGENCY OR ADVERTISER, AGENCY SHALL HAVE NO OBLIGATION TO PAY FOR THE SERVICE FOR WHICH THE NON-POSTED OR WRONGFULLY POSTED MATERIAL WAS SUBMITTED AND SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT IN WHOLE OR IN PART.

3. PARAGRAPH 3.1 (C) OF THE CONTRACT IS HEREBY DELETED IN ITS ENTIRETY, AND THE PROVISIONS THEREOF SHALL BE OF NO FORCE AND EFFECT AS BETWEEN THE PARTIES.

4. NOTWITHSTANDING THE LANGUAGE OF PARAGRAPH 3.2(B) OF THE CONTRACT, IN THE EVENT OF CANCELLATION BY AGENCY AND COMPANY AT A POINT IN TIME WHEN ADVERTISING UNDER THIS AND ANY PRIOR OUTDOOR POSTER DISPLAY AGREEMENT BETWEEN THE PARTIES HAS RUN THE TWELVE (12) CONSECUTIVE MONTHS IMMEDIATELY PRECEDING SUCH CANCELLATION, THEN NO SHORT RATE CHARGE SHALL BE IMPOSED.

5. PURSUANT OF PARAGRAPH 3.3 (A) OF THE CONTRACT, THE COMPANY SHALL SUBMIT TO PPI A LISTING OF ALL DISPLAY LOCATIONS IN AFFIDAVIT FORM.

6. PARAGRAPH 3.5 (A) OF THE CONTRACT (INDEMNIFICATION) SHALL BE DEEMED TO APPLY TO ALL DIRECTORS, OFFICERS AND EMPLOYEES OF BOTH PPI AND ATCO.

7. COMPANY AGREES TO PAY PPI A COMMISSION EQUALLING 16 2/3 OF GROSS BILLING LESS APPLICABLE DISCOUNTS TO ATCO, IF ANY.

AGREED AND ACCEPTED LAURENCE, CHARLES, FREE & LAWSON, INC.

(CONTINUED)

PLEASE SIGN AND RETURN
 PINK COPY TO AGENCY.
 ACCEPTED BY PLANT

AUTHORIZED
 AGENCY SIGNATURE,

S. CHANDLER

BY _____

PER _____

CONDITIONS

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1.1 The Agency will deliver posters in quantity sufficient to meet the needs hereunder (plus 10% for renewal purposes) at places designated by the Company, shipping charges prepaid, at least fifteen (15) calendar days prior to the scheduled posting date(s).

1.2 Posters will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Recommended specifications for paper will be supplied by the Company upon request.

2.0 POSTING OBLIGATIONS OF COMPANY

2.1 All locations are subject to prior approval by the Advertiser and/or the Agency.

2.2(a) Except as hereinafter provided, the posters furnished by the Agency shall be posted by the Company in the markets and on the dates scheduled on the face of this contract.

(b) Posters will be freshly blanked at the time of each posting on panels that are maintained in accordance with appropriate industry standards or their equal and will be well distributed in the specified market.

(c) Posters and panels will be kept in good condition throughout the term of this contract. Posters will be promptly renewed, provided sufficient additional posters are supplied by the Agency. The Company will notify the Agency promptly if posters are needed for renewal.

(d) The Company will provide illumination necessary for full visibility during 6:00 A.M. to midnight period unless otherwise specified in this contract.

2.3(a) If posters are timely delivered, the Company shall complete posting no later than five (5) working days after the scheduled posting date. Advertisers shall have the benefit of a full thirty (30) days display from the average date of posting, unless the posters are not timely delivered. The Company will immediately notify the Agency if posters are not received on time.

(b) If posters are timely delivered but cannot be posted in accordance with 2.3(a), the Agency will be informed immediately and any available substitute dates will be submitted for the Agency's approval.

(c) Unless approved in writing by the Agency, the Company will not (i) reserve dates on the face hereof which are outside the leeway specified herein by the Agency as an acceptable variance from the dates ordered by it hereunder, or (ii) post on dates, ordered by the Agency, that the Company has placed on a waiting list.

2.4(a) The Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Any change made in location of posters, for any reason, must be reported promptly to the Agency.

(b) The Company and any third party that controls the display locations shall have the right to reject any advertising material submitted by the Agency. If such rejection is unreasonable, arbitrary, or capricious, the agency shall have no obligation to pay for the service for which the rejected material was submitted and shall have the right to terminate this contract in whole or in part.

(c) The Company shall not make any alteration in advertising materials without the written consent of the Agency.

2.5 Unused posters may be disposed of by the Company upon completion of the schedule called for herein, unless written instructions to do otherwise are received from the Agency.

3.0 GENERAL

3.1 Rates

(a) All rates and adjustments shall be computed on the basis of thirty (30) days to the month.

(b) The Company represents that all of its rates are published and that the rates specified in this contract (including discounts under any plan of continuity, frequency, or quantity) are the lowest rates at which any agency or advertiser may contract for like services at the time this contract is entered into.

(c) For the purpose of computing the applicable discount, the service ordered under this contract for the same market(s) shall be combined with the service ordered under any other contract or contracts for any other products or services of the Advertiser and its affiliates. Affiliates include the Advertiser's subsidiaries, parent company, and subsidiaries of the parent company.

3.2 Cancellation and Loss of Service

(a) This contract may be cancelled by either party by giving written notice thereof to the other party no later than sixty (60) days, including Sundays and holidays, in advance of any scheduled posting date.

(b) In the event of such cancellation by the Agency, the Agency shall pay the Company a short rate charge equal to the difference between the rate earned under this contract and the rate applicable to the service used, determined in accordance with the rate card on which this contract is based and paragraph 3.1 hereof.

(c) Any delay or failure by the Company to perform hereunder as the result of force majeure, labor dispute, law, governmental action or order, or dissimilar cause beyond the Company's reasonable control, shall not constitute a breach of contract, but the Agency shall be notified immediately and shall be entitled, at its election, to either an extension of service, additional service, or credit, all on a pro rata basis, except that in the event of a failure to provide illumination as required herein the loss shall be compensated by a cash credit to the Agency of 25%.

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3.4 Taxes

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3.5 Indemnification

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(b) The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the posters furnished by the Agency.

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U-S-M MASTER BILLING CONTRACT

AGENCY MEMBER OF A.A.A.A.
LAURENCE, CHARLES, FREE & LAWSON
260 MADISON AVE NY NY 10016

CONTRACT NO. 001
DURING THE PERIOD MAY01/91-JUN30/91

PAGE 3

DATE MAR08/91

OUTDOOR ADVERTISING CO.-- 6039,01
PATRICK MEDIA GROUP
POSTERS

CLIENT ATC AMERICAN TOBACCO CO.

NAME OF COMPANY

BY

BY

TITLE

TITLE

DATE

DATE

FOLD

FOLD

PLEASE SIGN AND RETURN
PINK COPY TO AGENCY.
ACCEPTED BY PLANT

BY _____

AUTHORIZED
AGENCY SIGNATURE,

PER S. CHANDLER

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1.2 Posters will have sufficient weight, tensile strength, and opacity to prevent "show through" of previously posted copy and will conform to the standard sizes currently approved by the appropriate industry organization. Recommended specifications for paper will be supplied by the Company upon request.

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2.1 All locations are subject to prior approval by the Advertiser and/or the Agency

2.2(a) Except as hereinafter provided, the posters furnished by the Agency shall be posted by the Company in the markets and on the dates scheduled on the face of this contract.

(b) Posters will be freshly blanked at the time of each posting on panels that are maintained in accordance with appropriate industry standards or their equal and will be well distributed in the specified market.

(c) Posters and panels will be kept in good condition throughout the term of this contract. Posters will be promptly renewed, provided sufficient additional posters are supplied by the Agency. The Company will notify the Agency promptly if posters are needed for renewal.

(d) The Company will provide illumination necessary for full visibility during 8:00 A.M. to midnight period unless otherwise specified in this contract.

2.3(a) If posters are timely delivered, the Company shall complete posting no later than five (5) working days after the scheduled posting date. Advertisers shall have the benefit of a full thirty (30) days display from the average date of posting, unless the posters are not timely delivered. The Company will immediately notify the Agency if posters are not received on time.

(b) If posters are timely delivered but cannot be posted in accordance with 2.3(a), the Agency will be informed immediately and any available substitute dates will be submitted for the Agency's approval.

(c) Unless approved in writing by the Agency, the Company will not (i) reserve dates on the face hereof which are outside the leeway specified herein by the Agency as an acceptable variance from the dates ordered by it hereunder, or (ii) post on dates ordered by the Agency, that the Company has placed on a waiting list.

2.4(a) The Company retains exclusive control and supervision over the posting, maintenance, and removal of posters and over the location on which they are displayed. Any change made in location of posters, for any reason, must be reported promptly to the Agency.

(b) The Company and any third party that controls the display locations shall have the right to reject any advertising material submitted by the Agency if such rejection is unreasonable, arbitrary, or capricious. The agency shall have no obligation to pay for the service for which the rejected material was submitted and shall have the right to terminate this contract in whole or in part.

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(b) The Agency similarly agrees to hold the Company harmless against all liability arising out of the content of the posters furnished by the Agency.

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