

FIRST AMENDMENT TO LEASE AGREEMENT

by and between

CIRCLE STAR CENTER ASSOCIATES, L.P.

("Landlord")

and

2500 W.L.B. INC.

("Tenant")

Dated as of August 31, 2006

AMENDED AND RESTATED BASIC LEASE INFORMATION

Lease Date: April 18, 2000, as amended by that certain First Amendment to Lease Agreement dated as of August 31, 2006 (the "First Amendment")

Landlord: Circle Star Center Associates, L.P.,
a California limited partnership

Managing Agent: The Mozart Development Company

Landlord's and
Managing Agent's Address: c/o The Mozart Development Company
1068 East Meadow Circle
Palo Alto, CA 94303
Attn: John Mozart

Tenant: 2500 W.L.B. Inc., a California corporation

Tenant's Address: c/o The Mozart Development Company
1068 East Meadow Circle
Palo Alto, CA 94303
Attn: John Mozart and James Freitas

Building: Two Circle Star Way, San Carlos, California

Premises: A portion of the first (1st) Floor of the Building, as crosshatched on the attached Exhibit "A".

Rentable Area of
the Premises: 44 square feet.

Rentable Area of
the Building: 102,997 rentable square feet

Tenant's Use of the Premises: Storage and operating room for the computers and monitoring systems related to the sign structures and the electronic signs contained therein now or hereafter located on the Project, which signs have two (2) faces and are visible from both northerly-bound and southerly-bound traffic on Highway 101 (the "Permitted Use").

Lease Term: Twenty (20) years, commencing on April 18, 2000 and ending on April 17, 2020 (the "Initial Term"), with the right to extend for up to seven (7) additional ten (10) year terms and one subsequent additional nine (9) year term (the "Extension Terms"), in

accordance with Paragraph 41 (as amended by this Amendment). The Initial Term and the Extension Term(s), if any, shall be defined as the "Term" for purposes of the Lease, as amended by this Amendment.

Rent Commencement Date of Original Lease: April 18, 2000

Monthly Base Rent: \$1.00 per Rentable Square Foot of the Rentable Area of the Premises ("Monthly Base Rent").

Base Rent Adjustment: On each anniversary of the Rent Commencement Date the Monthly Base Rent shall increase by three percent (3%) over the Monthly Base Rent applicable to the month immediately prior to the applicable anniversary.

Tenant's Share of Expenses and Taxes: 0.043%

Broker: None

Broker's Fee or Commission, if any paid by: None.

The foregoing Amended and Restated Basic Lease Information is hereby incorporated into and made a part of the Lease and this Lease Amendment. Each reference in the Lease (as amended by this Lease Amendment) to any of the Basic Lease Information shall mean the respective information hereinabove set forth and shall be construed to incorporate all of the terms provided under the particular paragraph pertaining to such information. In the event of any conflict between the Amended and Restated Basic Lease Information and the Lease (as amended by this Lease Amendment), the latter shall control.

LANDLORD:

CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
a California corporation
Its: General Partner

By: 
John Mozart, its President

TENANT:

2500 W.L.B., INC.,
a California corporation

By: _____
Its: president

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (this "First Amendment") is entered into as of August 31, 2006, by and between CIRCLE STAR CENTER ASSOCIATES, L.P., a California limited partnership (herein called "Landlord"), and 2500 W.L.B., INC., a California corporation (herein called "Tenant").

RECITALS

A. Tenant and Landlord are parties to that certain Lease Agreement dated as of April 18, 2000 (the "Lease"), pursuant to which Landlord leased to Tenant, and Tenant hired from Landlord, certain Premises (the "Existing Premises") consisting of 44 rentable square feet located on the first floor of the building commonly known as Two Circle Star Way, San Carlos, California (the "Building"), on the terms and conditions contained therein.

B. The Lease was entered into in connection with that certain Amended and Restated Grant of Sign Easements and Rights by MOZAD, L.P. (predecessor-in-interest to Landlord) for the benefit of Tenant, dated as of April 19, 2000 and recorded in Official Records of San Mateo County as Document No. 2000-044838 (the "Sign Easement").

C. Tenant and Landlord now desire to amend the Lease to, among other things, provide for additional options to extend the term, in accordance with this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged by the parties, Tenant and Landlord hereby agree as follows:

1. Certain Defined Terms. All capitalized terms used in this First Amendment and not defined herein shall have the meanings set forth in the Lease.
2. Basic Lease Information. From and after the date hereof, the "Basic Lease Information" from the Existing Lease is deleted in its entirety and replaced with the "Amended and Restated Basic Lease Information" attached to this First Amendment.
3. Amendment to Option to Renew (Paragraph 41). From and after the date of this Amendment, Paragraph 41 of the Lease shall be amended to replace the phrase "for two (2) periods of ten (10) years each" with the phrase "for seven (7) periods of ten (10) years each and one subsequent additional period of nine (9) years".
4. Amendment to Rent During Extension Term (Paragraph 42). From and after the date of this Amendment, Paragraph 42 of the Lease shall be amended to delete the phrase "ten (10) year" from the first sentence of such Paragraph.
5. Access. The parties acknowledge that, pursuant to Paragraph 13(c) of the Lease, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, including through any portion of the Building that is not designated Common Area, to the extent reasonably necessary for such access. Landlord will reserve or otherwise obtain such rights from other tenants in the Building, as applicable, as may be necessary in order for Landlord to provide such access to Tenant.

6. Relocation. Landlord shall have the right to relocate the entire Premises to another location in the Building or within the Project, upon all of the following terms, covenants and conditions:

(a) Any relocation will be without additional or increased cost to Tenant, either in connection with the relocation itself or in connection with Tenant's ongoing Permitted Use of the Premises, and without interruption of Tenant's Permitted Use at any time.

(b) Landlord shall have the right of relocation of the Premises on at least ninety (90) days' written notice given to Tenant at any time during the Term.

(c) Unless otherwise approved by Tenant, the relocated Premises must be of substantially comparable size to the initial Leased Premises and be in a location and configuration that is, in Tenant's reasonable judgment, acceptable for Tenant's Permitted Use.

(d) Landlord shall pay the reasonable cost of moving or replacing Tenant's property and equipment to the relocated Premises, and the reasonable cost of moving or replacing all conduit or other utility facilities that connect the Premises to the Sign Easement and to equipment and to the Sign (defined below) located on or within the Sign Easement as Tenant may determine is reasonably necessary or appropriate for the Permitted Use to the extent consistent with Tenant's use of the Premises immediately prior to such relocation (with the actual moving and/or replacement of all such property, equipment and/or conduit being, at Tenant's option, either conducted by Landlord or by Tenant). As appropriate or applicable, and at Tenant's option, Landlord shall either improve the new Premises with improvements substantially similar to those located in the space Tenant is to vacate without cost or expense to Tenant, or will reimburse Tenant for all reasonable costs and expenses incurred by Tenant in order for Tenant to improve the new Leased Premises with improvements substantially similar to those located in the space Tenant is to vacate.

(e) All of the other terms, covenants and conditions to the Lease shall remain unchanged and in full force and effect, except that the Basic Lease Information shall be revised to identify the Premises after such relocation.

7. Restrictions Regarding Sign. The sign currently located within the Sign Easement and operated from the Premises or any replacement thereof (the "Sign") shall, at all times, be subject to Tenant's receipt of all required governmental permits and approvals and shall be subject to all applicable Laws and to all covenants, conditions and restrictions superior in priority to the Sign Easement that affect the real property encumbered by the Sign Easement. Tenant hereby acknowledges that Landlord has made no representation or warranty to Tenant with respect to the probability of obtaining or maintaining any or all necessary governmental approvals and permits for Tenant's Signage. Tenant shall not do any of the following without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed to the extent such action by Tenant is consistent and compatible with the quality and nature of the Building: (a) cause or allow the illumination of the Sign to exceed 25,000 NITs; (b) cause or allow the Sign to be relocated, except as reasonably necessary and consistent with applicable Laws following a casualty or condemnation; (c) cause or allow the Sign to be increased in size from its size as of the date of this Amendment, or (d) cause or allow the display on the Sign of content (i) which includes nudity or is identified with the sale of sexually explicit products, businesses or matters, or businesses related to sexual performance, or (ii) which is identified with the sale of tobacco products or businesses whose primary business is the sale of tobacco products.

8. Power Reconfiguration. Notwithstanding anything to the contrary in the Lease, at Tenant's sole option and cost, exercisable by twenty (20) days prior written notice to Landlord, Tenant may elect to reconfigure the electrical power source to the Premises such that, rather than using electricity provided by Landlord through the Building's electrical power source and equipment, Tenant instead has a dedicated source of power to the Premises from the Sign's power source (the "Reconfiguration"). If Tenant so elects to reconfigure the electrical power source to the Premises, Landlord hereby approves the following in connection with the Reconfiguration:

(a) Isolation of the existing Sign power feed (including four dedicated circuits for computer power, one fan coil and one compressor unit) from the Building;

(b) Installation of rigid metallic underground conduit to a minimum depth of 24 inches below grade level in the exterior of the Project, from the Sign power equipment to a two-inch concrete core entering the Building below grade level at the base of a vertical steel column; once entering the building; the conduit shall be buried in the concrete mat of the building until it is immediately adjacent to the base of the vertical steel column it will run up, as generally shown on the drawing attached as Exhibit B (the "Reconfiguration Drawing");

(c) Installation of conduit in the interior of the Building from the 2-inch concrete core to the Premises, as generally shown on the Reconfiguration Drawing, running adjacent to the steel column to the underside of the second floor deck, then traveling as close to the deck as practical. All conduit shall be rigid, metallic conduit for the full length of the installation, and in the interior painted bright orange and permanently and durably labeled every five feet as to the source and service encased within. In addition, all condulets, junction boxes, wire ways enclosures and/or pull cans installed in connection with the conduit shall be permanently and durably labeled as to source and service within.

(d) A suitable and appropriately labeled means of disconnecting all circuits related to the installations shall be provided by Tenant prior to commencement of the Reconfiguration work. An emergency EPO switch (in the Building's main switchgear room and at the Premises) and contactor or breaker shunt configuration shall be installed to shut down power to the installation as required by code. Upon completion of the Reconfiguration installation, Tenant shall permanently disconnect and cap all connections to the Building's power services from the Premises so as to avoid potential cross connections.

Any Reconfiguration shall be completed by a licensed contractor selected by Tenant, with all applicable governmental permits and otherwise in compliance with all applicable Laws (including electrical utility requirements), and in a manner that will minimize, to the extent reasonably practicable, interference with Landlord or any other tenant's operations within the Building. Landlord or its representative shall have the right to inspect the Reconfiguration work, from time to time as it progresses, to insure that it meets the requirements of this First Amendment. Landlord will reserve or otherwise obtain such rights from other tenants in the Building and on the Project, as applicable, as may be necessary in order for Tenant to complete such Reconfiguration. Upon completion of the Reconfiguration, Tenant shall restore all Building facades, finishes, landscaping, paving, waterproofing, fireproofing, rate and structural elements that have been damaged or altered by the installation work to a condition and appearance substantially similar to that immediately prior to the Reconfiguration. Landlord or its representative shall have the right to inspect such repair work to insure that it meets the requirements of this First Amendment. If Tenant elects a Reconfiguration after a relocation pursuant to Section 6 occurs, then Tenant shall have the right to alter the location and specific components of the Reconfiguration set forth in clauses (a) through (d) above and on Exhibit B as reasonably necessary as a result of such relocation.

9. Termination Right. Tenant shall have the option to terminate this Lease with respect to the entire Premises at any time during the Term by delivering written notice to Landlord no less than thirty (30) days prior to the effective date of such termination.

10. No Brokers. Neither party has had any contact or dealings regarding the Lease or this Amendment through any licensed real estate broker or other person who may claim a right to a commission or finder's fee as a procuring cause of this First Amendment or otherwise. If any other broker or finder, other than Tenant's Broker, makes a claim for a commission or finder's fee based upon any such contact, dealings, or communications, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee, and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against such claim.

11. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. No Other Amendments. Except as amended hereby, the terms of the Lease, including all exhibits and schedules attached thereto, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LANDLORD:

CIRCLE STAR CENTER ASSOCIATES, L.P.,
a California limited partnership

By: M-D Ventures, Inc.,
a California corporation
Its: General Partner

By: _____
John Mozart, its President

TENANT:

2500 W.L.B., Inc.,
a California corporation

By: _____
Its: President

EXHIBIT "A"

PREMISES

[See Attached Floor Plan]

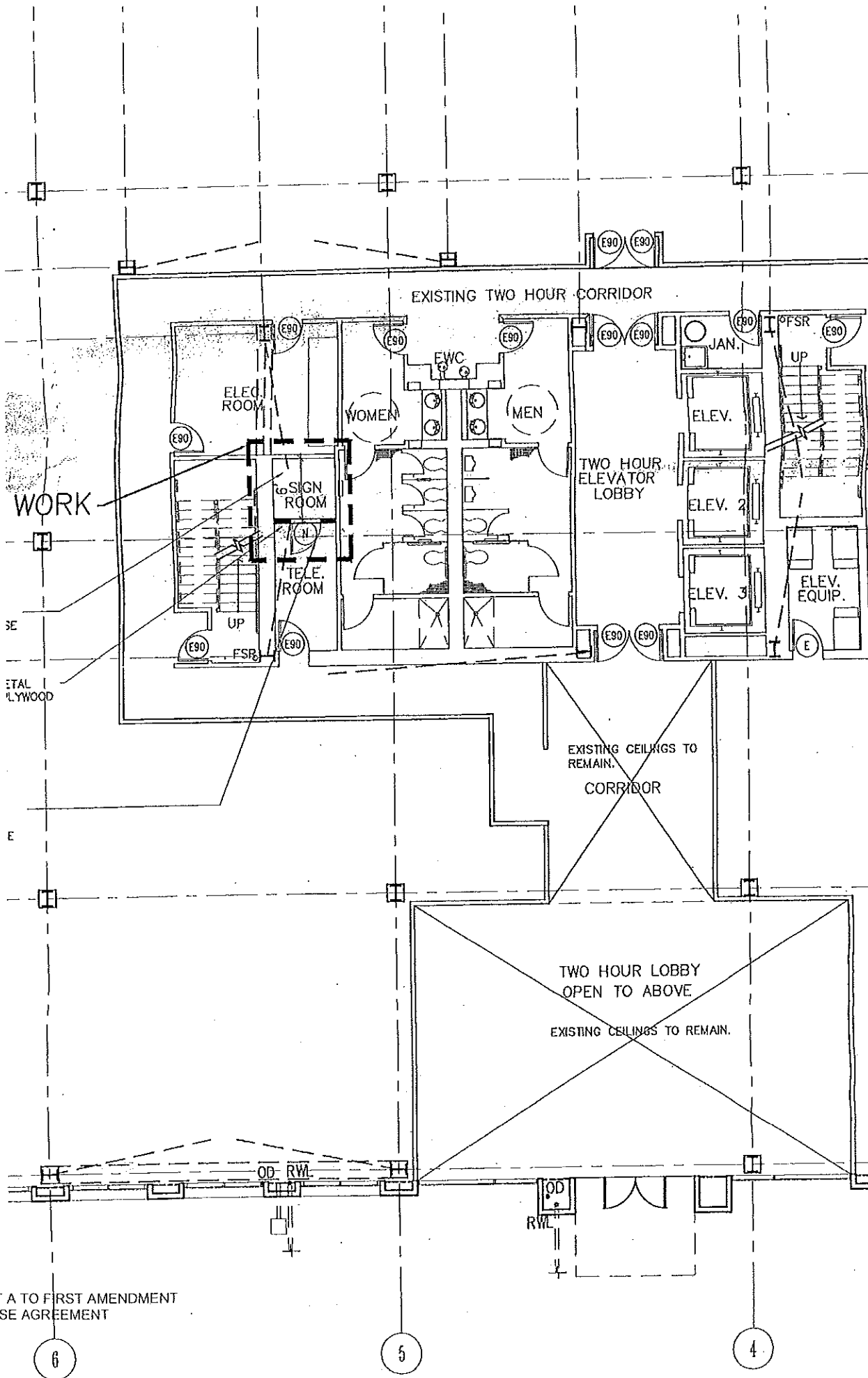


EXHIBIT A TO FIRST AMENDMENT TO LEASE AGREEMENT

EXHIBIT "B"

RECONFIGURATION DRAWING

[See Attached Drawing]

2 CIRCLE STAR

8-25-06 DM

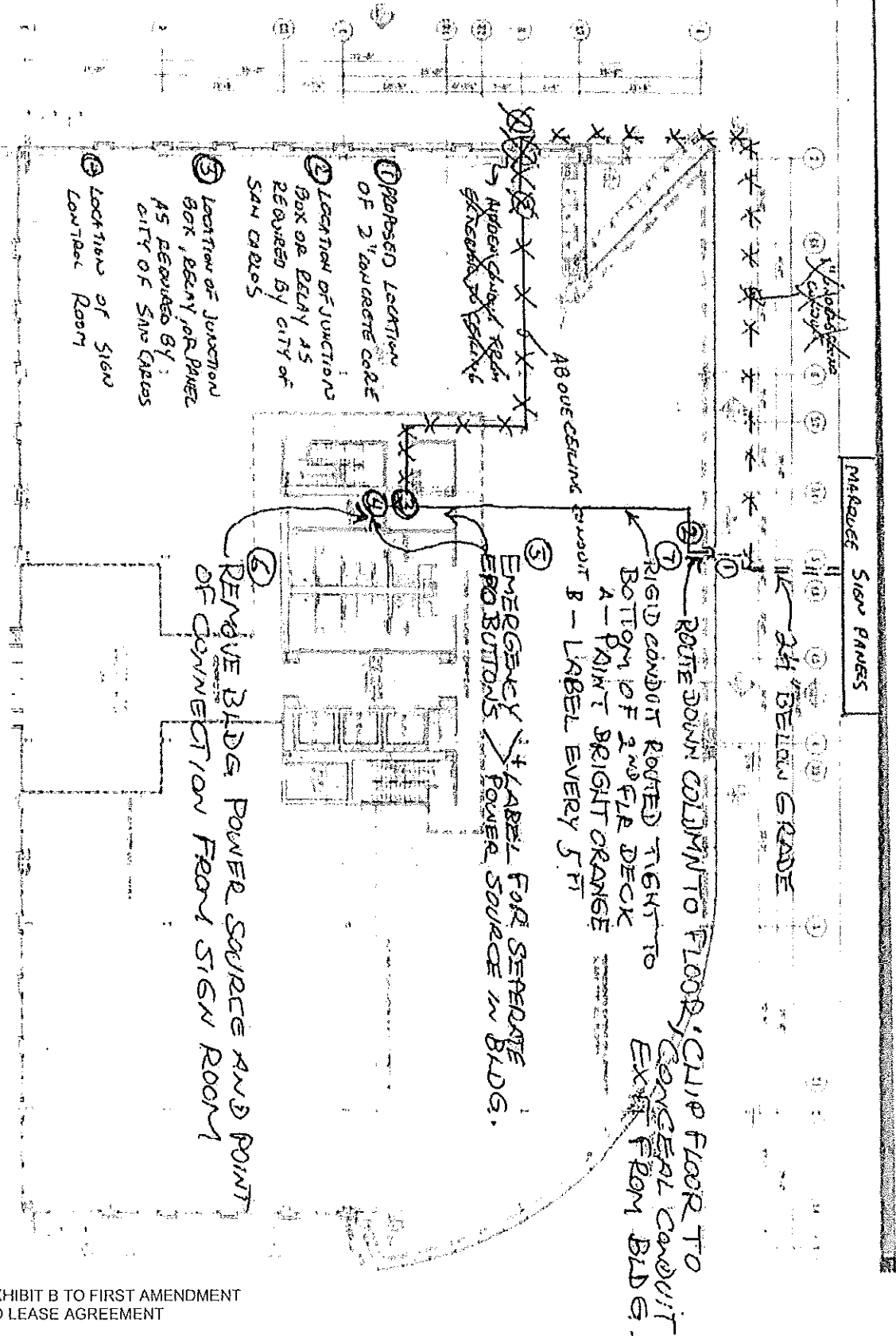


EXHIBIT B TO FIRST AMENDMENT TO LEASE AGREEMENT