


LEASE AGREEMENT FOR ADVERTISING AND BILLBOARD SPACE

6170
creative  displays

County of Shelby
City

Alabama
State

January 9, 1976
Date

IN CONSIDERATION of the sum of \$ 1,800.00 per annum, payable annually, exclusive permission and right is hereby granted CREATIVE DISPLAYS to occupy space for billboard and advertising purposes at the premises known as T.M. Burgin Property (see attached plat) county in the City of Shelby

, for the term of 5 (five) years, beginning on the 9th day of January, 19 76, and ending on the 9th day of January, 19 81, at the sum above specified, payable in Monthly installments by the Lessee. (annual) (monthly)

This lease shall automatically be extended from year to year under the same terms and conditions as herein specified when Lessor accepts payment of the rental as above stated.

1. The property is leased for the purpose of construction, operation and maintenance of an outdoor advertising display. Lessee is herewith granted the sole and exclusive right to display advertising copy on the premises unless otherwise specified in this lease agreement. The Lessee shall have the right to erect, place and maintain advertising sign structures and equipment therefor on the demised premises and post, paint, illuminate and maintain advertisements on such structures. All structures, equipment and materials placed upon the said premises by the Lessee shall always remain the property of, and may be removed by the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension hereof.

2. If at any time (a) the signs or structures of the Lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) the said premises shall be or become unsafe for the maintenance of the Lessee's structures thereon, or unable to support such structures; or (c) the value of said location for advertising purposes shall be or become diminished for any reason, Lessee shall have the right to cancel this lease by giving written notice of cancellation to the Lessor no less than thirty (30) days prior to termination.

3. The Lessor represents and warrants that he is the owner (owner) (agent) (tenant) of the premises above described has authority to make this lease and covenants that he will not permit this or any adjoining premises, owned or controlled by him, to be used for advertising purposes or permit Lessee's signs to be obstructed.

4. Lessee hereby reserves the right, and said right is granted to Lessee to sell, assign and set over all of the Lessee's right, title and interest in this lease to any financially responsible assignee upon the express and written assumption by the assignee of all of the obligations of the Lessee herein named and upon such assumption Lessee shall be fully discharged from any and all obligations under this lease agreement.

5. This lease shall be terminated if the Lessee is prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from constructing or maintaining on said premises such signs as herein permitted. Upon condemnation or threat of condemnation by any lawful government authority, Lessee shall have the right to participate in the negotiation, trial, and in the condemnation award or settlement to the extent of Lessee's damages for the loss of the use of the sign or signs; the cost of removal or replacement from or upon the described premises; and the loss of the leasehold interest.

6. The Lessee is given no estate or interest in and no control or right of possession of the premises herein mentioned except the license or permission herein specified.

7. This written lease contains the entire agreement between the parties and supersedes any and all prior agreements, and is binding upon the parties, their heirs, successors and assigns.

8. All lease rental payments shall be mailed to the Lessor at the address as shown below until Lessee is otherwise notified in writing.

9. Remarks or other conditions not covered or specified above:

This lease covers 2 locations. One on each side of the Hertz Equipment Rental property as set out on the attached plat map. One back-to-back unipole and one single face I-Beam structure.

IN WITNESS WHEREOF, the parties hereto, after complete understanding and agreement, have executed the same on the date shown.

LESSEE:
CREATIVE DISPLAYS, INC. Jan 9 8:00
7 11:28

LESSOR:
Name T.M. Burgin by C. E. Ware
(owner) (agent) (tenant)
Address P.O. Box 3748
BIRMINGHAM, ALA 35211

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Shelby Cnty Judge of Probate, AL
03/07/1977 12:00:00AM FILED/CERT