

✓ AMERICAN OUTDOOR
ADVERTISING, Co. Inc. KP
P.O. BOX 526
HIXSON, TENNESSEE 37343
615-870-8666

Prepared by:

Lease No. _____

THIS AGREEMENT, made this 17th day of May 1993, by and between Michael Edward Ford of P. O. Box 1095, Calera, AL 35040 hereinafter called the Lessor, and American Outdoor Advertising, hereinafter called Lessee.

✓ Co. Inc. KP
WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise). Including necessary structures, devices, power poles and connections.

2. The property herein demised is located about 800 feet South of County Highway 87 & I-65 on the West Side of Route No. I-65, for display(s) facing North & South such leased property being part of the Lessor's property situated in the Township of Alabaster County of Shelby, State of Alabama, (if legal description required see LEGAL DESCRIPTION OF LEASED PREMISES)

3. The term of this lease shall commence on May 17, 1993, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of fifteen (15) years from the first day of the first month following the erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, at the option of the Lessee, for a second term of fifteen (15) years and thereafter from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty (60) days prior to such anniversary date by either the Lessor or Lessee.

4. In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, the Lessee agrees to pay the Lessor at the rate of \$See 5A per year for such periods of time as the display(s) contemplated hereunder is (are) not in advertising position, and at the rate of \$See 5A per year for such periods of time as the display(s) contemplated hereunder is (are) in position. Such yearly rental is to be paid in advance (subject to a 30 day delay for processing) with supplementary adjustments to be made promptly when the advertising statue of the display(s) is changed. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date.

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5. **ADDITIONAL PROVISIONS.** The provisions provided hereafter are hereby incorporated herein by specific reference and constitute a part of this agreement.

5A. Land lease shall be paid as follows. Upon receipt of all permits Lessee agrees to pay Lessor at the sum of (\$300.00) per month or 15% of gross income less agency fees (if any), whichever is greater.

5B. Location of power to sign is to be by mutual agreement.

5C. See exhibit A. attached for location of sign.

6. This lease is assign able by either party with written notice. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

7. Unless specifically stated otherwise herein, the Lessor represents and warrants that he is either the Owner or the Agent of the Owner of the property herein demised, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceable and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease such use to include access to the site over the lands under the control of the Lessor.

8. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall injure to the benefit and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.

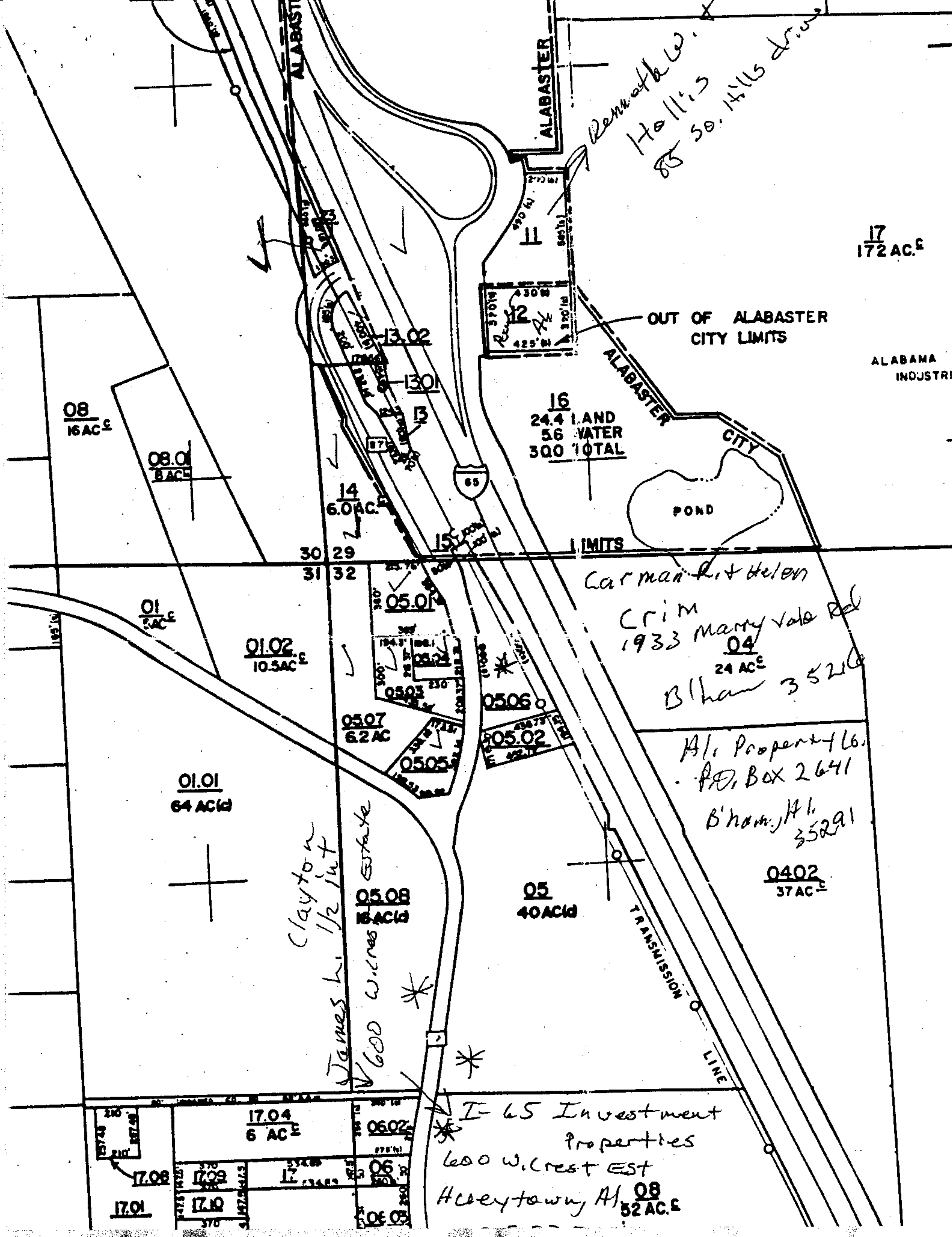
9. If at any time the highway view of the Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by Lessee's inability to obtain any necessary permits or licenses, or if there occurs a diversion of traffic from or a change in the direction of traffic on highways leading past the Lessee's display(s), the Lessee may, at it's option terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the conditions described in this paragraph shall at any time temporarily exist, the Lessee may, at its option, instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist, and to the refund of any rent paid in advance for the period of such abatement.

10. 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 prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the Property occupied by the displays for the purpose of erecting, maintaining, and changing or removing the displays at any time.

11. 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 the Lessor within a radius of five hundred (500) feet of Lessee's displays, not 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.

12. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repairs, change or removal of the Lessee's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes). Map & Parcel No. 58-22-09-29-13



*Removal of
Hollis
85 50.1415*

17
172 AC.

OUT OF ALABASTER
CITY LIMITS

ALABAMA
INDUSTRIAL

16
24.4 LAND
56 WATER
300 TOTAL

POND

*Carman R. & Helen
Crim
1933 Mary Vale Rd
04
24 AC
Bham 3520*

*Al. Property 16.
P.O. Box 2641
Bham, AL
35291*

0402
37 AC

05
40 AC

*Clayton
James L. 1/2 int
600 W. Crest Estate*

*I-65 Investment
Properties
600 W. Crest Est
Hueytown, AL 08
52 AC*

08
16 AC

08.01
8 AC

01
5 AC

01.02
10.5 AC

01.01
64 AC

14
6.0 AC

05.01
14.5 AC

0507
6.2 AC

0505
17.1 AC

0506
10.0 AC

0502
4.2 AC

05.08
18 AC

17.04
6 AC

17.01
3.7 AC

17.02
3.7 AC

0602
1.7 AC

06
1.7 AC

0603
1.7 AC

Executed this 18th day of June, 1993.

BY: Michael E. Ford
(Signature of Lessor)

IN PRESENCE OF:

Michael E. Ford
(Type or print Lessor's name)

(Signature of Representative)

(Federal Tax ID Number
Social Sec. No.)

(Type or print name of represen-
ative of JIBEWE, Inc. d.b.a.
Hall Outdoor Adv.)

4935 Spring Creek Road
(Address)

Montevallo ALA 35115
(City, County, State, Zip)

(Signature of Lessor)

(Type or print Lessor's name)

(Federal Tax ID number/Social Sec. No.)

(Address)

(City, County, State, Zip)

* * * * *

STATE OF: Alabama

COUNTY OF: Shelby

On this 18 day of June, 1993, before me personally
appeared Michael E. Ford (Lessor),
to me known to be the person(s) described in and who executed the
foregoing instrument, and acknowledged that he executed
the same as _____ free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Carol Hume
(Notary Public)

MY COMMISSION EXPIRES APRIL 12, 1997

My Commission Expires:
SEAL

* * * * *

ACCEPTED BY:


(Signature of Corporate Officer)


STEPHEN BLACKSHEAR, Secretary
(Typed or print name and title of Corp. officer)
* * * * *

STATE OF: Tennessee

COUNTY OF: Hamilton

Before me, Oron P. Summers of the state and county aforesaid,
personally appeared Stephen Blackshear with whom I am personally
acquainted, and who, upon oath, acknowledged himself to be
Secretary of American Outdoor Adv. Co. Inc.,
the within named bargainor, a corporation, and that he as such
Secretary being authorized so to do, executed the foregoing
instrument for the purpose therein contained, by signing the name
of the corporation by himself as Secretary.

Witness my hand and seal, at office in Hixson, Tn.
this 18th day of June, 1993


(Notary Public)

My commission expires: June 6, 1995
SEAL

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