

BENTLEY ADVERTISING

LLC

✓ P O BOX 36896 - BIRMINGHAM, AL 35236 - 205-987-9779

Lease No. 72899B

THIS AGREEMENT, made this third day of June, 1999 by and between Reggie and Michael Taunton hereinafter called the Lessor, and Bentley Outdoor Advertising, LLC, hereinafter called Lessee.

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 on the South side of route number US 280, at the corner of US 280 and _____ for display(s) facing East and West such leased property being part of the Lessor's property situated in the Township of Westover 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 ninety days from signing and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of One Hundred-Eighty (180) months 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 that shall be negotiated at the end of the first One Hundred-Eighty months, 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 \$10.00 per month for such periods of the time as the display (s) contemplated hereunder is (are) not in advertising position, and at the rate of ~~\$150.00~~ ^{\$225.00} per month for such period of time as the display (s) contemplated hereunder is (are) in position. Such monthly rental is to be paid in advance with supplementary adjustments to be made promptly when the advertising status of the displays(s) is changed.
5. ADDITIONAL PROVISIONS. The provisions provided hereafter are hereby incorporated herein by specific reference thereto and constitute a part of this agreement. The lease rate shall be ~~\$150.00~~ ^{\$225.00} per month for the first sixty months, ~~\$200.00~~ ^{\$225.00} per month for the second sixty months, and ~~\$250.00~~ ^{\$275.00} for the third sixty months.
6. This lease is assignable 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 the Owner or the Agent of the Owner of the property 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, peaceably 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

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Lessee's display(s), the Lessee may, at its 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, then 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 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, 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. *EXCEPT FOR ON Premise and Driveway Signs.*
12. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of the 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 the account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee.

LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes).

Map & Parcel #

\$10.00 paid IN CASH.

ACCEPTED BY:

Michael W. Taunton Reggie Taunton
(Signature of Lessors)

Michael W. Taunton Reggie Taunton
(Type or print name of Lessors)

[Signature]
(Signature of Lessee)

MARK J. BENTLEY
(Type or print name of Lessee)

** Lessor Would like
TO Receive Copy OF
Liability Insurance
ON yearly basis*

** 48 Hours to Change
mind and WITHDRAW
FROM
CONTRACT.*

*7/28/99
SPM*

[Redacted]
(Federal Tax ID Number/Social Security #)

878 Center Point Rd.
(Address)

Sylacauga AL 35151
(City, County, State, Zip)

STATE OF:

COUNTY OF:

On this _____ day of _____, _____, before me personally appeared _____ (Lessor), to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as their free act and deed. I WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

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(Notary Public)

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