

Prepared by and return to:
Claire Logan
Courtesy Outdoor Finance, LLC
P.O. Box 4308
Montgomery, AL 36103-4308

ASSIGNMENT OF LAND LEASE

Courtesy Outdoor Finance, LLC of Montgomery, Alabama, hereinafter referred to as (Lessor) has entered into a lease agreement with Bentley Advertising, LLC hereinafter referred to as (Lessee) under Lease # BEN-02. Lessee and Reggie & Michael Taunton (property owner) entered into a lease dated 6/3/1999. This lease or memorandum of lease has been recorded in shelby County, State of AL, Book 1999, Page 41884 on the 7th day of October, 1999.

Lessee hereby sets over and assigns to the Lessor all of its right, title and interest in and to the location at which the leased equipment is to be located, as additional security for the prompt and faithful payment and performance of the terms, provisions, and conditions of this agreement. Lessee hereby agrees to execute such additional documentation as may be necessary to effect and perfect such assignment, including but not limited to execution of assignments of leases, subleases, quitclaim deeds and any other documentation which, in the sole judgement and discretion of Lessor may be necessary in order to enable Lessor to continue to utilize such location in the event of default under this Lease Agreement. Prior to default, Lessee shall have the right to continue to exercise all of its possessory rights with respect to the said location, provided however, that Lessor may enter thereon at any time deemed necessary and appropriate by it to inspect and protect its interest in the lease equipment. In the event that consent by a landlord or any other person, firm or corporation is necessary in order to make the provisions of this paragraph legally enforceable, Lessee agrees to forthwith obtain such agreement at its own cost and expense. It is understood and agreed, however, that the Lessor does not hereby undertake or assume any obligation for the payment of rental or for the upkeep or maintenance of the said location.

2/17/04
DATED

[Signature]
LESSEE Bentley Advertising, LLC

William J. Davis
WITNESS

As Pres
TITLE

[Signature]
WITNESS

STATE OF Alabama
COUNTY OF Montgomery

I, Clair M. Logan, A Notary Public in and for said county in said state, hereby certify that Mark Bentley, whose name as President of Bentley Advertising a LLC is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said LLC.
Given under my hand and seal, this the 17th day of February, 2004.

NOTARY PUBLIC Clair M. Logan
My commission expires 9/8/04

Courtesy Outdoor Finance, LLC

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WITNESS
Shove
WITNESS

LESSOR T.F. Noland
T.F. Noland, Vice Pres.

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, A.M. PARKER, JR., A Notary Public in and for said county in said state, hereby certify that T. F. Noland, whose name as Vice Pres. of Courtesy Outdoor Finance an LLC is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above, he as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.
Given under my hand and seal, this the 17th day of FEB, 2004

NOTARY PUBLIC A.M. Parker, Jr.
My commission expires 05-9-06