

SPB
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Shelby County, AL 04/14/2009
State of Alabama

Deed Tax: \$1.50

This Instrument Prepared By:
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(423) 756-8400 (phone)
(423) 756-6518 (fax)

SUBLEASE AGREEMENT

THIS AGREEMENT made this the 14th day of January, 2009 (the "Sublease"), by and between **C&C REALTY, LLC**, P.O. Box 184, Alabaster, Alabama 3507 (hereinafter called the "Sublessor"), and **VISTA OUTDOOR ADVERTISING, INC.** (hereinafter called "Sublessee").

WITNESSETH:

WHEREAS, Sublessor entered into a Commercial Ground Lease with Robert J. Reuse, Roger Reuse and Kenneth W. Bettini on the 23rd day of May, 2007 (the "Master Lease") for the real estate described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, paragraph 9. of the Master Lease permits Sublessee (C&C Realty Company, LLC) to sublet the premises in whole or in part without Lessor's (Robert J. Reuse, Roger E. Reuse and Kenneth W. Bettini) consent; and

WHEREAS, Sublessor desires to sublease to Sublessee a portion of the Property for the purpose of erecting and maintaining an advertising display,

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. The Sublessor hereby leases unto the Sublessee, and the Sublessee hereby leases from the Sublessor, 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, reflecting, printed, illuminated, or otherwise), including necessary structures, devices, power poles and connections.

2. The property herein demised is located at 369 Shady Acres Rd. Alabaster Alabama 35007 and the sign is to be located approximately 90' foot East of I-65 ROW and 30' feet North of the CSX ROW for the display(s) facing North and South, such leased property being part of the Sublessor's property situated in



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or near the City or Township of Alabaster, County of Shelby, State of Alabama (See Attached LEGAL DESCRIPTION OF LEASED PREMISES).

3. The term of this lease is in effect as of May, 2007, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of one hundred (100) years from the first day of the first month following the erection of the advertising display(s) (hereinafter called "the effective date"), and for the sum of (\$1.00) shall continue thereafter, for a second term of Fifty (50) years and thereafter from year to year, on the same terms, until terminate as of an subsequent anniversary of the effective date by giving written notice of the termination given not less than sixty (60) days prior to such anniversary date by either the Sublessor or Sublessee.

4. In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, the Sublessee agrees to pay the Sublessor a onetime rental fee of \$8333.33, for such periods of time as the display(s) contemplated hereunder is (are) in position. Payment is due upon execution of this lease.

5. This lease is assignable by either party with written notice. In the event of any change of ownership of the property hereby leased, the Sublessor agrees to notify the Sublessee promptly of such change, and the Sublessor also agrees to give the new owner formal written notice of the existence of this sublease and to deliver a copy thereof to such new owner.

6. Unless specifically stated otherwise herein, the Sublessor represents and warrants that it is the Tenant of the Owner of the property herein demised, and that it has full authority to enter into this sublease. The Sublessor covenants and warrants that if the Sublessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Sublessee 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 Sublessor.

7. Neither the Sublessor nor the Sublessee 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 Sublessee in the space provided. Following such acceptance, it shall inure to the benefit and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.

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[Signature]

8. If at any time the highway view of the Sublessee'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 Sublessee's inability to obtain any necessary permits or licenses, or if the Sublessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the display(s) or if there occurs a diversion of traffic from or a change in the direction of traffic on highways leading past the Sublessee's display(s), the Sublessee may, at its option terminate this lease by giving the Sublessor fifteen (15) days written notice.

9. All structures, displays and materials placed upon the said property by the Sublessee are Sublessee's trade fixtures and equipment, and shall be and remain the Sublessee's property, and may be removed by the Sublessee at any time prior to or within a reasonable time (not to exceed 60 days) after the termination of this lease or any extension thereof. The Sublessor agrees to allow the Sublessee reasonable access to the Property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.

10. The Sublessor agrees not to erect or permit any other party to erect any off-premise advertising displays or other off-premise advertising matter on any property owned or controlled by the Sublessor within a radius of one thousand (1000) feet of Sublessee's displays, not to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Sublessee is hereby authorized to remove any such other advertising display or other obstruction at its option.

11. The Sublessee agrees to save the Sublessor 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 Sublessee's agents or employees in the construction, maintenance, repairs, change or removal of the Sublessee'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 Sublessor agrees to save the Sublessee 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 Sublessor.

12. Sublessee hereby reserves the right, and said right is granted to Sublessee to sell, assign and set over all of the Sublessee'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 Sublessee herein named

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and upon such assumption, Sublessee shall be fully discharged from any and all obligations under this lease agreement.

13. Placement of this sign shall be by mutual agreement, as shown on the attached Exhibit B. A

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

(a) Upon default by Sublessor of any of its obligations under the Master Lease, Sublessee shall have the right to remedy said default and continue to occupy all or any portion of the demised premises pursuant to the original Master Lease. Sublessor agrees to immediately forward to Sublessee any notice of default or notice of failure to comply with the terms of the Master Lease and does herein authorize Sublessee to assume all of Sublessor's obligations and liabilities under the Master Lease, and Sublessee agrees to perform and discharge, as they become due, all notices, obligations and liabilities under said Master Lease. Sublessor will use its best efforts to obtain from the owners of the property their consent in writing to notify Sublessee of any and all defaults or violations of the Master Lease and to permit Sublessee upon payment and assumption of said liabilities, to assume all of Lessee's duties, obligations and liabilities as Lessee under the Master Lease or Lease Agreement.

(b) Upon compliance with the foregoing provisions, Sublessee may deduct any amounts paid on behalf of Sublessor from the rent or other obligations by Sublessee for its present space, including the payment of real estate taxes.

15. No action for default shall be brought by either party unless the aggrieved party first provides written notice of the default to the other party and allows for a reasonable opportunity, not to exceed thirty (30) days, for the default to be cured.

LEGAL DESCRIPTION OF LEASED PREMISES: Deed Book _____, Page _____.

Executed this 15th day of January, 2009.

20090414000137590 5/9 \$36.50
Shelby Cnty Judge of Probate, AL
04/14/2009 12:42:06PM FILED/CERT

SUBLESSOR:

C&C REALTY, LLC

By: [Signature]

Title: President

(Federal Tax ID No or SSN)

SUBLESSEE:

VISTA OUTDOOR ADVERTISING, INC.

By: [Signature]

Title: PRESIDENT

(Federal Tax ID No or SSN)

[Signature]
(Witness)
[Signature]
(Witness)

STATE OF AL
COUNTY OF Shelby

Before me, Jamie Leanne Harris, Notary Public of the state and county aforesaid, personally appeared Larry Pearce, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be LARRY PEARCE President of C&C Realty, LLC (Sublessor) that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand and seal, at office in Pelham, AL, this 15th day of January, 2009.

[Signature]
Notary Public

My Commission Expires: My Commission Expires Jan 22, 2012

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20090414000137590 6/9 \$36.50
Shelby Cnty Judge of Probate, AL
04/14/2009 12:42:06PM FILED/CERT

STATE OF AL)
COUNTY OF Shelby)

Before me, Jamie Leanne Harris, Notary Public of the state and county aforesaid, personally appeared Stephen Blackshaw, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Vista Outdoor Advertising, Inc. (Sublessee) that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Peiham, AL, this 15th day of January, 2009.

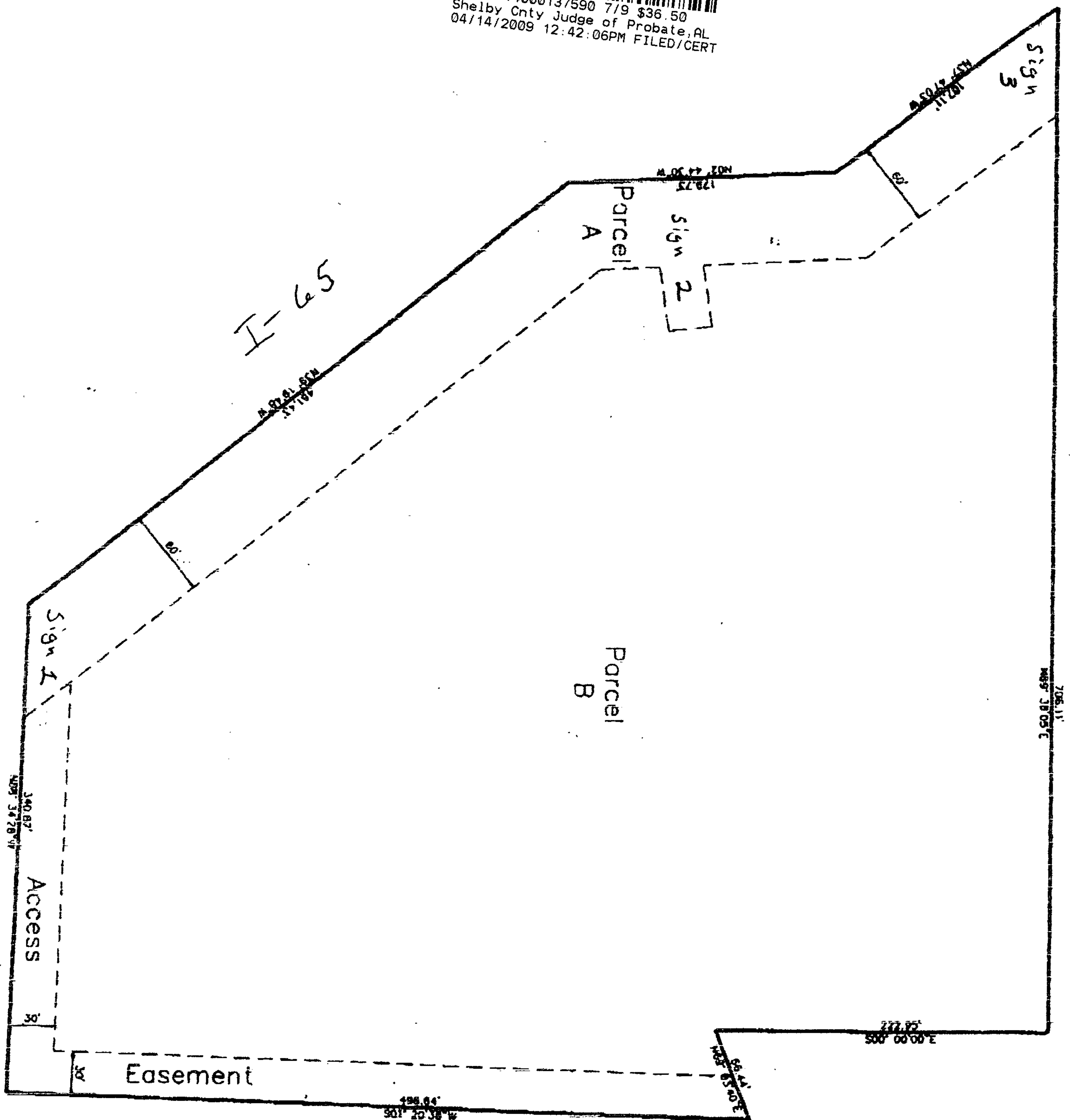
Jamie Leanne Harris
Notary Public

My Commission Expires:

My Commission Expires Jan 22, 2012



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Access Easement

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to an iron found; thence N 69°03'40" E a distance of 34.02 feet to a point, which is the point of BEGINNING; thence N 69°03'40" E a distance of 32.42 feet to an iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point; thence N 39°19'48" W a distance of 39.60 feet to a point; thence S 88°34'28" E a distance of 257.47 feet to a point; thence N 1°20'38" E a distance of 456.30 feet; to the point and place of BEGINNING.
Containing 0.51 acres, more or less;


Parcel A

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point; thence S 0°00'00" E a distance of 222.95 feet to a iron found; thence N 69°03'40" E a distance of 34.02 feet to a point; thence N 69°03'40" E a distance of 32.42 feet to iron found; thence S 1°20'38" W a distance of 498.64 feet to a point; thence N 88°34'28" W a distance of 261.66 feet to a point, which is the point of BEGINNING; thence N 88°34'28" W a distance of 79.21 feet to a point; thence N 39°19'48" W a distance of 461.43 feet to a 4x4 concrete monument; thence N 2°44'30" W a distance of 179.73 feet to a 4x4 concrete monument; thence N 37°47'03" W a distance of 187.11 feet to a point; thence N 89°36'05" E a distance of 75.51 feet to a point; thence S 37°47'3" E a distance of 160.20 feet to a point; thence S 2°44'30" E a distance of 109.48 feet to a point; thence N 81°29'40" E a distance of 42.18 feet to a point; thence S 5°40'01" E a distance of 29.13 feet to a point; thence S 81°25'33" W a distance of 43.68 feet to a point; thence S 2°44'30" E a distance of 40.06 feet to a point; thence S 39°19'48" E a distance of 493.30 feet; to the point and place of BEGINNING.
Containing 1.17 acres, more or less;

Parcel B

Commencing at the grader blade at the NE corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, thence S 89°36'05" W a distance of 204.91 feet to a point, which is the point of BEGINNING; thence S 0°00'00" E a distance of 222.95 feet to an iron found; thence N 69°03'40" E a distance of 34.02 feet to a point; thence S 1°20'38" W a distance of 456.30 feet to a point; thence N 88°34'38" W a distance of 257.47 feet to a point; thence N 39°19'48" W a distance of 453.70 feet to a point; thence N 2°44'30" W a distance of 40.06 feet to a point; thence N 81°25'33" E a distance of 43.68 feet to a point; thence N 5°40'01" W a distance of 29.13 feet to a point; thence S 81°29'40" W a distance of 42.18 feet to a point; thence N 2°44'30" W a distance of 109.48 feet to a point; thence N 37°47'03" W a distance of 160.20 feet to a point; thence N 89°36'05" E a distance of 630.60 feet; to the point and place of BEGINNING.

Containing 7.21 acres, more or less;


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