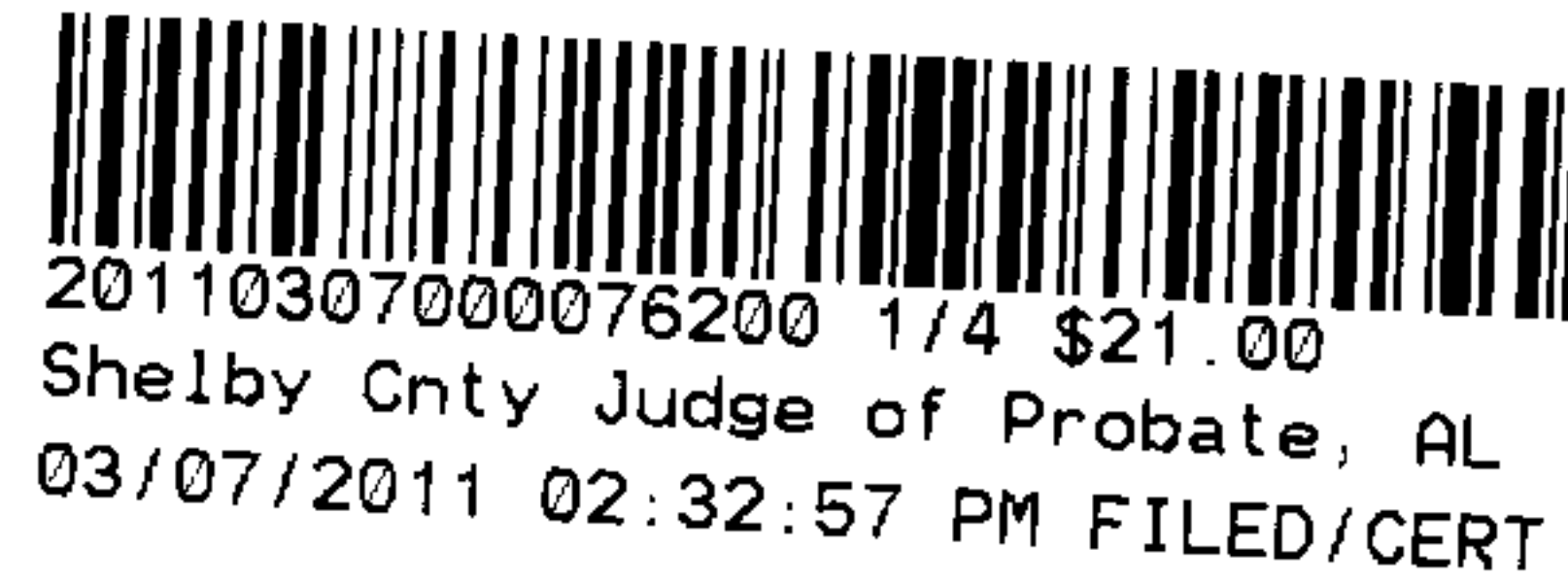


RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Courtesy Outdoor Finance, LLC
3495 Piedmont Road
Building 12, Suite 103
Atlanta, Georgia 30305
BEN NAD3 #2
STATE OF ALABAMA

COUNTY OF JEFFERSON



COLLATERAL ASSIGNMENT OF GROUND LEASE

This Collateral Assignment of Ground Lease, dated as of the 1st day of November, 2010, is provided by Bentley Advertising, LLC, an Alabama limited liability company ("Tenant") in favor of Courtesy Outdoor Finance, LLC, a Georgia limited liability company ("Grantee").

RECITALS:

The Tenant is the tenant with the present occupancy rights to the Premises pursuant to that certain Ground Lease Agreement between Tenant and Reggie and Michael Taunton ("Landlord"), with the Premises and Ground Lease, as evidenced by that certain Memorandum of Lease recorded on June 3, 1999, in the deed records of Shelby County, Alabama, at Book 1999, Page 41884 on October 7, 1999 (the Ground Lease Agreement, as it has been and may be amended and in effect from time to time, together with all extensions and renewals thereof and substitutions therefore, being hereinafter referred to as the "Ground Lease"). Pursuant to a certain Promissory Note (the "Note") dated November 1, 2010, between Grantee and Tenant, as the Borrower under the Note, Grantee has provided certain financial accommodations to Tenant secured by certain equipment owned by the Tenant or has leased certain equipment owned by Grantee (the "Equipment"). Among other requirements inducing Grantee to advance the funds evidenced by the Note or to lease the Equipment to Tenant is a requirement that the Tenant provide this Collateral Assignment of Ground Lease to Grantee, pursuant to which Grantee would have certain rights relating to the Tenant's possessory rights to the Premises upon the occurrence of an event of default under the Note (a "Note"). Tenant desires to enter into this Collateral Assignment of Ground Lease and does so with the express knowledge and understanding that the same will be relied upon by Grantee in advancing the funds evidenced by the Note.

AGREEMENT:

Now, therefore, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed to, the parties do hereby agree, each with the other as follows:

1. Representations, Warranties and Agreement of Tenant; Collateral Assignment. Tenant represents, warrants, covenants and agrees as of the date hereof that: (a) The Ground Lease is in full force and effect and there are no amendments, modifications, or supplements thereto, and the Landlord's rights and Tenant's obligations under the Ground Lease are not subject to or affected by any separate agreement, including, without limitation, any agreement between Tenant and Landlord or any party affiliated with Landlord; (b) Tenant has accepted and taken possession of the Premises and is in occupancy of the Premises; (c) Landlord has satisfied all commitments made to induce Tenant to enter into the Ground Lease and Landlord is not in any respect in default in the performance of the terms and provisions of the Ground Lease; (d) Grantee may file, at Tenant's expense, any and all documents which Grantee deems necessary or desirable to protect its interests hereunder; (e) Tenant is not in any respect in default in the performance of the terms and conditions of the Ground Lease; (f) Tenant shall promptly provide to Grantee copies of any written notice of default received from Landlord; (g) Tenant will not surrender possession of the Premises or of the Ground Lease without the prior written consent of

Grantee and will not agree to any amendment, modification or otherwise change any provision of the Ground Lease, or permit any lien of the Landlord to be placed on any of Tenant's property which is collateral for the obligations owing by Tenant to Grantee; and (h) None of the Tenant's property or equipment nor the Equipment that is located on the Premises have become so affixed to the real property as to become a part thereof, with all such property and equipment instead being and remaining personal property rather than real estate fixtures. As security for full and punctual payment and performance when due, whether upon demand, at maturity or earlier by reason of acceleration or otherwise, and at all times thereafter, of all of the advances, debts, indebtedness, obligations and liabilities of Tenant to Grantee pursuant to the Note or the Net Leasing Agreement and any related document or agreement between Tenant and Grantee or an affiliate of Grantee (the "Obligations"), Tenant hereby collaterally assigns to Grantee all of Tenant's right, title and interest in and to the Ground Lease and the Premises, agrees to maintain the Ground Lease in full force and effect so long as any Obligations remain unpaid or unsatisfied to Grantee and further agrees to peacefully surrender possession of the Premises and Tenant's leasehold rights under the Ground Lease to Grantee, or to Grantee's designee or assignee, upon the occurrence of a Note or Lease Default.

2. Additional Security. As additional security for the Obligations: (a) Tenant hereby assigns to Grantee and grants to Grantee a first priority security interest in any contract rights which Tenant may have to receive money in the nature of rental, royalty, license fees, or in whatever manner designated or named for the use of the Equipment, including any written or oral arrangement between Tenant and Tenant's customers with reference to the use of the Equipment ("Contract Rights"); and (b) Tenant hereby (i) sets over and assigns to Grantee and grants to Grantee a first priority security interest in all of its rights, privileges, title and interest to any and all city, county, state, federal or other permits, tags, licenses, certificates and any other documents, instruments, agreements or rights which Grantee deems to be necessary or desirable in order for Grantee or its designee to continue to operate the business in the event of default by Tenant hereunder or under the Note or the Net Leasing Agreement or which are necessary or beneficial to the construction, maintenance, operation or removal of the Equipment ("Operating Documents and Rights"); (ii) authorizes and directs the issuing agency, whether city, county, state or federal, to reassign the Operating Documents and Rights to Grantee or its designees upon notification by Grantee that such default has occurred; (iii) herein releases the issuing agent, upon assignment or transfer by the issuing agent to Grantee or its designee, from any claims, actions, demands, and suits of any nature whatsoever arising from said transfer or assignment; and (iv) represents and warrants it has the power and right to effect the assignments and transfers contemplated by this Section 2. It is understood and agreed, however, that these assignments are for security purposes only, and Grantee does not hereby assume any of Tenant's responsibilities or liabilities to Tenant's customers, any obligations with respect to the Operating Documents and Rights or any obligations for the payment of rental or for the upkeep or maintenance of the Premises except as expressly provided for herein. Further, notwithstanding any term or provision in the Ground Lease or otherwise in any documentation relating to the Ground Lease, the Premises or the Operating Documents and Rights, Tenant shall not be released from obligation under the Ground Lease or any other document until Grantee has been paid in full all Obligations. Prior to a Note or Lease Default, Tenant may continue to receive all benefits of the Contract Rights, but after default or termination, Grantee shall have the right to notify Tenant's customers of this assignment and to collect any amount due for the rental or use of the Equipment and to apply the same to the payment and other obligations due pursuant to the Note or the Net Leasing Agreement.

3. General Provisions. (a) All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight carrier that provides a receipt, and shall be deemed given when postmarked or deposited with such carrier, as the case may be, to the respective parties hereto addressed as follows:



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Shelby Cnty Judge of Probate, AL
03/07/2011 02:32:57 PM FILED/CERT

If to Grantee:

Courtesy Outdoor Finance, LLC
3495 Piedmont Road
Building 12, Suite 103
Atlanta, Georgia 30305
Attn: Jim Gash

If to the Tenant:

Bentley Advertising, LLC
PO Box 26896
Birmingham, AL 35236
Attention: Mark Bentley

or to such other person or address, as to any party hereto, as such party shall designate in a written notice to the other parties hereto; (b) No amendments or modifications to this Agreement shall be effective unless in writing and executed by all parties hereto; (c) This Agreement shall be binding upon and shall inure to the benefit of Grantee and Tenant and their respective heirs, executors, administrators, representatives, successors and assigns; (d) This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each counterpart bearing, and each set of counterparts collectively bearing, the signatures of all parties shall be an original, but all the counterparts shall together constitute one and the same instrument; (e) Any facsimile signature of any party on any counterpart original of this Agreement shall be deemed to be an original of such party for all purposes and shall fully bind the party whose facsimile signature appears on the counterpart original; and (f) Tenant shall provide within three days of receipt thereof, copies of any notices received from Landlord and shall notify Grantee immediately of any default condition under the Ground Lease.

IN WITNESS WHEREOF, Tenant and Grantee have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officer or officers and their proper corporate seal to be hereto affixed, on the respective dates set forth in the acknowledgment clauses hereto, but effective as of the date first above written.

GRANTEE:

Courtesy Outdoor Finance, LLC,
a Georgia limited liability company

By:

Title:

Jan H. H. H.
PRESIDENT

[Signature]
Unofficial witness

[Signature]
Unofficial witness

TENANT :

Bentley Advertising, LLC,
an Alabama limited liability company


By:

Title:

[Signature]
[Signature]

[Signature]
Unofficial witness

[Signature]
Unofficial witness


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Shelby Cnty Judge of Probate, AL
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STATE OF GEORGIA
FULTON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. Gash, Jr., whose name as President of Courtesy Outdoor Finance, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument/she, he, as such officer and with full authority, executed the same for and as the act of said company on the day the same bears date.

Given under my hand and official seal on this the 29TH day of DECEMBER 2010.



[Signature]
NOTARY PUBLIC

My Commission Expires: MARCH 02, 2013

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Bentley, whose name as ~~PRESIDENT~~ of Bentley Advertising, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal on this the 10th day of DECEMBER 2010.

[AFFIX NOTARY SEAL]

[Signature: JF Holand]

NOTARY PUBLIC

My Commission Expires: 5-8-12



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Shelby Cnty Judge of Probate, AL
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