

STATE OF ALABAMA
COUNTY OF SHELBY

MEMORANDUM OF LEASE

Come now the undersigned, Michael Taunton, hereinafter referred to as "Lessor", and Bentley Advertising, LLC, an Alabama limited liability company, hereinafter referred to as "Lessee", and by these presents do make known and do make this memorandum of that certain lease agreement entered into between the parties on December 8, 2014, which Lease Agreement remains in full force and effect. This memorandum of lease is pursuant to Alabama Code, Section 35-4-5.51.1 (1975). The parties pursuant to said Code Section make the following terms known:

1. Names of Lessor and Lessee. The name of the Lessor is Michael Taunton. The name of the Lessee is Bentley Advertising, LLC, an Alabama limited liability company.

2. Term of Lease. The term of the lease shall be for a period down to December 8, 2024 with annual renewal without 60 days advance notice, subject to modification and extension as state in said lease(s) and any extension thereof.

3. The Description of the Leased Premises. The premises leased by Lessor to Lessee are situated in the County of Shelby, State of Alabama, located on

portion of the property deeded to Lessor by deed recorded in instrument number 20141001000307800 in the Office of Probate Judge of Shelby County, Alabama (exhibit "A" hereto), as described in the lease agreement filed in instrument number 20150112000012310 in the Office of Probate Judge of Shelby County, Alabama (exhibit "B" hereto). Tax Id 08 8 27 0 001 039.007

The description and location of which are incorporated herein by reference. Said property is not the homestead of Lessor.

permit #3-5-00342

site #59-038-020-071-R

4. This is intended as a memorandum of the lease agreement and is subject to the terms and provisions contained in the original lease agreement dated December 8, 2014 and any modifications or extensions thereof, the terms of which are incorporated herein by reference, and is modified hereby to correct any defects, clarify ambiguities in the description and location of the leased property and complete the proper execution thereof, and is intended as a memorandum of those terms in order to comply with requirements of a Memorandum of Lease to be recorded in the office of the Judge of Probate of Shelby, Alabama.

5. The undersigned ratify and confirm said lease(s) to the extent that there is any deficiency in the original execution thereof and confirms the lessee/tenant therein was intended to be to Bentley Advertising, LLC notwithstanding the reference therein to Bentley Outdoor Advertising, LLC. The undersigned has been advised that Quality Southern Outdoor Advertising, LLC is purchasing from Bentley Advertising, LLC, the billboard equipment located on the site(s) of those leases and assuming all rights and obligations of Bentley Advertising, LLC under the attached lease(s). The undersigned consents to said sale, assignment and assumption.

6. The undersigned specifically agrees that the leased premises include the site upon which the signs are located together with an easement for ingress and egress to access the signs, an easement for provision of electric and telecommunication service to the sign and an easement fifteen feet in all directions around the base and faces of the signs as located to service, install advertising, repair, maintain remove and/or replace the sign(s) during the term of the lease and for a period of thirty (30) days after expiration of the lease in which to remove equipment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to duplicate copies of this memorandum agreement which is intended to be effective as of February 18, 2015.

Lessee:
Bentley Advertising
Dairian Bentley
DAIRIAN BENTLEY, member
STATE OF ALABAMA
COUNTY OF SHELBY

LESSOR:
Michael Taunton
Michael Taunton

I, the undersigned, a notary public, in and for said County, in said State, hereby certify that Michael Taunton, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that being informed of the contents of such instrument, Michael Taunton executed the same voluntarily.

Given under my hand and official seal this 18th day of February, 2015.

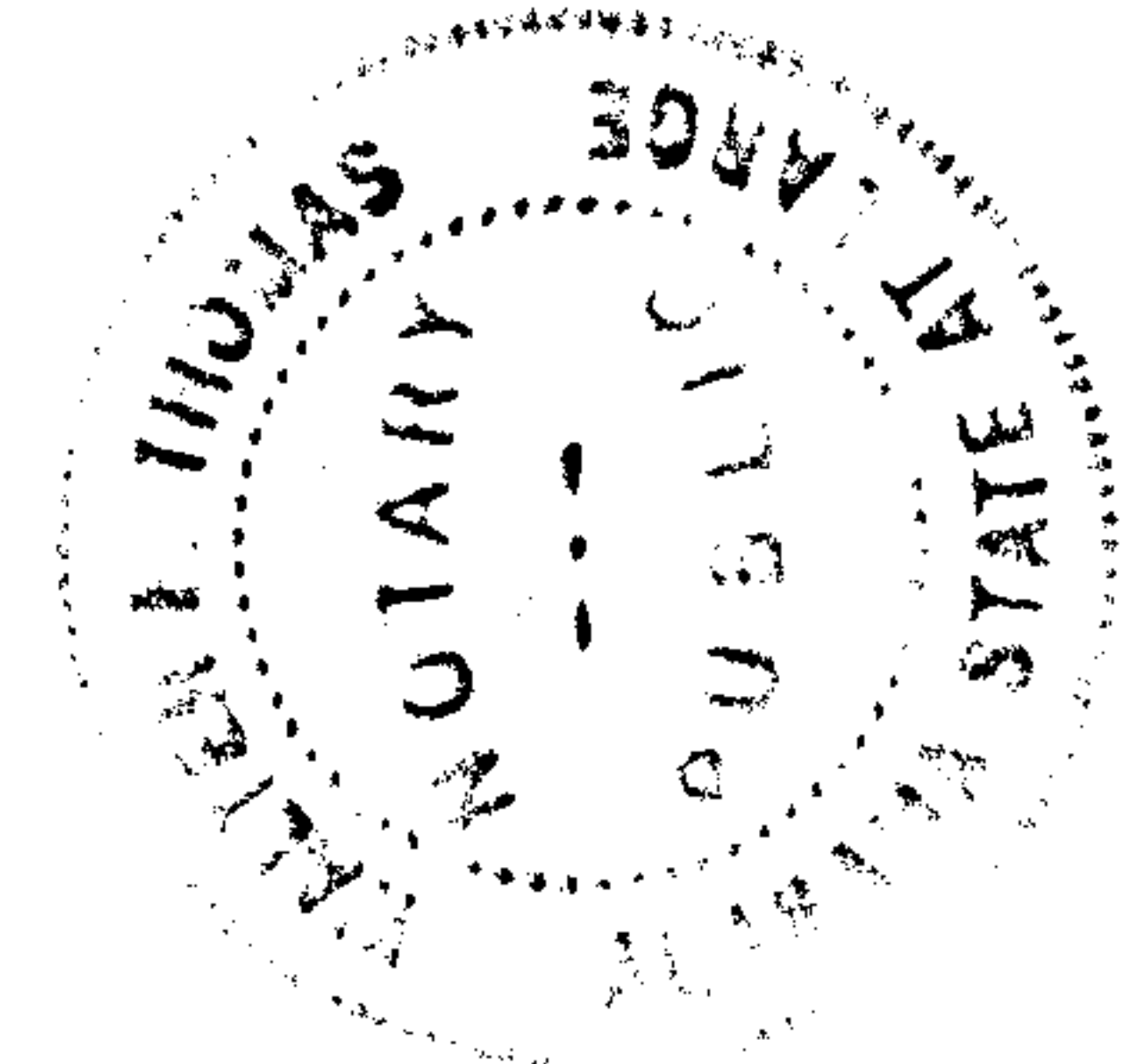
Walter E. Thom
Notary Public
My Commission Expires: 5/21/2016

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public, in and for said County, in said State, hereby certify that Dairian Bentley, as Personal Representative of the Estate of Mark Bentley, whose name is signed as Sole Member of Bentley Advertising, LLC, an Alabama limited liability company, to the foregoing instrument and who are known to me, acknowledged before me on this the day that being informed of the contents of such instrument, she has executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 7 day of April, 2015.

Charles M. Hardin
Notary Public
My Commission Expires: _____



Lessor's Address:
1550 Tara Drive
Columbiana, Alabama 35051

Assignee's Address
225 County Road 1291
Cullman, Alabama 35058

CHARLES M. HARDIN
Notary Public
State of Alabama
MY COMMISSION EXPIRES: APR 5, 2016

This Instrument Prepared By:
J. Witty Allen
NOWLIN, BACHUSS & GRAY LAW FIRM
P.O. Box 1149
Decatur, Alabama 35602
Office Phone: (256) 353-8601
Fax Number: (256) 355-3366
Email: witty@nowlinlaw.com



20151221000434990 2/9 \$39.00
Shelby Cnty Judge of Probate, AL
12/21/2015 04:47:03 PM FILED/CERT

Ex. A

20141001000307800 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/01/2014 12:44:57 PM FILED/CERT

STATE OF ALABAMA)

EXECUTOR'S DEED

SHELBY COUNTY)

THIS INDENTURE, made and entered into on this the 19th day of August, 2014, by and between **Michael Taunton, Executor of the Estate of Reggie E. Taunton, deceased**, who resides at 1550 Tara Drive, Columbiana, Alabama 35051, party of the first part, and **Michael Taunton, a married man**, who resides at 1550 Tara Drive, Columbiana, Alabama 35051, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration in hand paid by said party of the second part unto said party of the first part, the receipt of which is hereby acknowledged, said party of the first part has bargained and sold, and does by these presents, grant, bargain, sell, and convey unto said party of the second part, the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" AND "B" FOR LEGAL DESCRIPTION. 

The property has never been given a postal address and is located on U.S. Highway 280 in Westover, Alabama.

The within conveyance is executed by Michael Taunton as the Executor of the Estate of Reggie E. Taunton. The Last Will and Testament of Reggie E. Taunton, deceased, is filed for record in Talladega County, Alabama in Case No. 2013/291, and under the powers and authority therein contained, to which reference is made, for a description of said powers and authority. It is understood that Michael Taunton, in his individual capacity, is not a party hereto and shall not be liable hereunder on any account whatsoever.

TO HAVE AND TO HOLD said real estate, with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto said party of the second part, in

Tax Assessor's valuation \$142,969.40

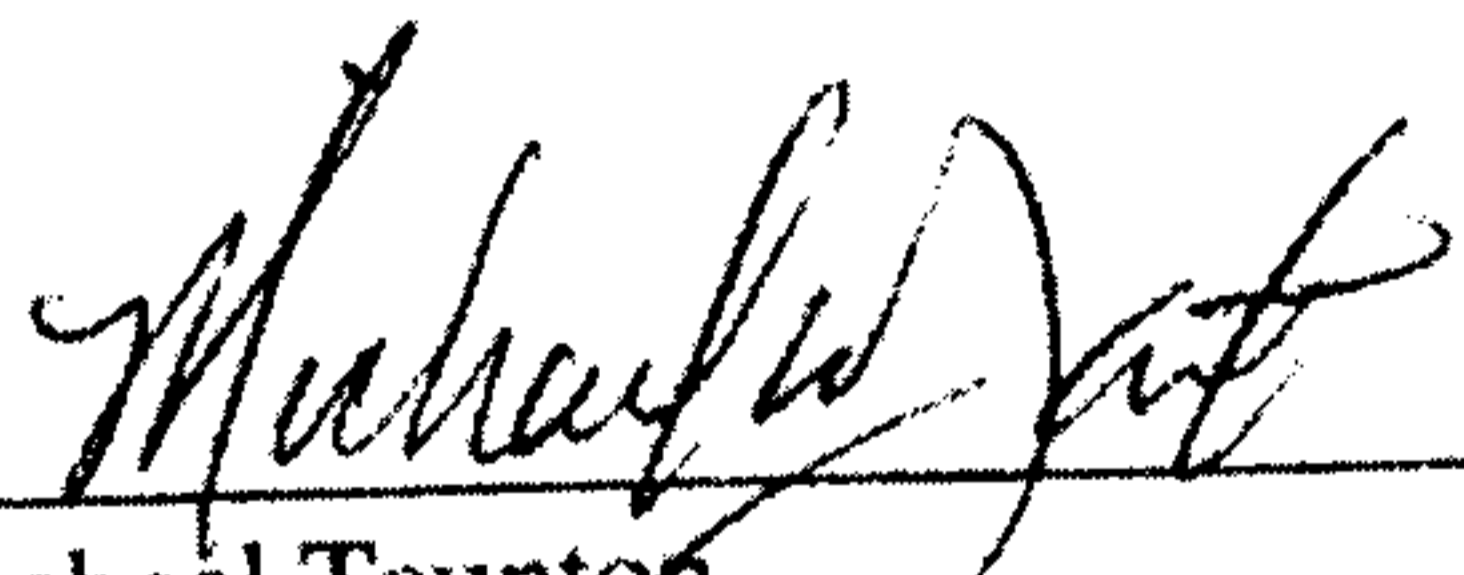
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Shelby Cnty Judge of Probate, AL
12/21/2015 04:47:03 PM FILED/CERT

fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of the party of the second part in fee simple, forever.


And said party of the first part does, in his fiduciary capacity as Executor of the Estate of Reggie E. Taunton, deceased, covenants with said party of the second part, his heirs and assigns, that he is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted herein, that he has a good right to sell and convey the same as aforesaid, and that he will, in his fiduciary capacity, warrant and defend the same to the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons.


The party of the first part herein attests, to the best of his knowledge and belief, that the information contained in this document is true and accurate. Further, the party of the first part understands that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama, § 40-22-1(h) (1975).

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the day and year first hereinabove written.



Michael Taunton
Executor of the Estate of Reggie E. Taunton


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12/21/2015 04:47:03 PM FILED/CERT


20141001000307800 2/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/01/2014 12:44:57 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael Taunton, Executor of the Estate of Reggie E. Taunton, deceased, whose name 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 said conveyance and acting under the authority vested in him by the Probate Court of Talladega County, Alabama, and the Last Will and Testament of Reggie E. Taunton, deceased, he executed the same voluntarily in the capacity indicated, on the day the same bears date.

GIVEN under my hand and seal, this 19th day of August, 2014.

Lynnda Higginbotham
Notary Public

LYNDA HIGGINBOTHAM
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES JUNE 28, 2017

Send Tax Notice to

This Instrument Prepared Without
Benefit of Title Examination By:
Luke Montgomery for
Montgomery Ponder, LLC
2421 2nd Avenue North, Unit 1
Birmingham, Alabama 35203

1550 Tara Drive

Columbiana, Alabama 35051



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10/01/2014 12:44:57 PM FILED/CERT

Exhibit A

Legal Description

From the northwest corner of said Section 27 run South 32 degrees 53 minutes 38 seconds East for a distance of 2315.80 feet to an existing 2" capped iron; thence turn an angle to the left of 75 degrees 23 minutes 49 seconds and run in a northeasterly direction for a distance of 198.05 feet to an existing right of way monument; thence turn an angle to the right of 11 degrees 18 minutes 44 seconds and run in a northeasterly direction for a distance of 101.80 feet to an existing right of way monument; thence turn an angle to the left of 10 degrees 45 minutes 12 seconds and run in a northeasterly direction for a distance of 149.99 feet to an existing right of way monument; thence turn an angle to the left of 11 degrees 15 minutes 20 seconds and run in a northeasterly direction for a distance of 102.0 feet to an existing right of way monument; thence turn an angle to the right of 11 degrees 24 minutes 17 seconds and run in a northeasterly direction for a distance of 114.20 feet to an existing old capped iron pin and being on the southeast right of way line of U.S. Highway 280; thence turn an angle to the left of 0 degrees 20 minutes 46 seconds and run in a northeasterly direction along said southeast right of way line of U.S. Highway #280 for a distance of 41.83 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning; thence continue in a northeasterly direction along the southeast right of way line of U.S. Highway #280 for a distance of 876.55 to an existing iron rebar; thence turn an angle to the right of 68 degrees 25 minutes 02 seconds and run in a southeasterly direction for a distance of 116.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25 degrees 06 minutes 05 seconds and run in a southeasterly direction for a distance of 112.18 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 14 degrees 02 minutes 04 seconds and run in a southeasterly direction for a distance of 117.14 feet to an existing iron rebar; thence turn an angle to the right of 100 degrees 51 minutes 42 seconds and run in a southwesterly direction for a distance of 657.53 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 90 degrees 03 minutes 57 seconds and run in a southeasterly direction for a distance of 152.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 106 degrees 14 minutes 44 seconds and run in a westerly direction for a distance of 405.38 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees 29 minutes 34 seconds and run in a northerly direction for a distance of 385.50 feet, more or less, to the point of beginning. According to the survey of Laurence D. Weygand, Reg. P.E.L.S. #10373, dated November 12, 1996.

Part of Section 27, Township 19 South, Range 1 East, Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
10/01/2014 12:44:57 PM FILED/CERT


Exhibit B


Legal Description

A non-exclusive easement for ingress and egress and utilities including, but not limited to, Alabama Power Company, South Central Bell, Southern Natural Gas and its subsidiaries, Westover Water Authority and any other utilities which may, from time to time may be necessary, across the following described property;

Part of Section 27, Township 19 South, Range 1 East, Shelby County, Alabama:

From the northwest corner of said Section 27 run South 32 degrees 53 minutes 38 seconds East for a distance of 2315.80 feet to an existing 2" capped iron; thence turn an angle to the left of 75 degrees 23 minutes 49 seconds and run in a northeasterly direction for a distance of 198.05 feet to an existing right of way monument; thence turn an angle to the right of 11 degrees 18 minutes 44 seconds and run in a northeasterly direction for a distance of 101.80 feet to an existing right of way monument; thence turn an angle to the left of 10 degrees 45 minutes 12 seconds and run in a northeasterly direction for a distance of 149.99 feet to an existing right of way monument; thence turn an angle to the left of 11 degrees 15 minutes 20 seconds and run in a northeasterly direction for a distance of 102.0 feet to an existing right of way monument; thence turn an angle to the right of 11 degrees 24 minutes 17 seconds and run in a northeasterly direction for a distance of 114.20 feet to an existing old capped iron pin and being on the southeast right of way line of U.S. Highway 280 to point of beginning; thence continue along the east line a distance of 41.83 feet to an existing rebar set by Laurence D. Weygand; thence turn an angle to the right of 107 degrees 01 minute 06 seconds and run in a southerly direction a distance of 385.50 feet to an iron; thence turn an angle to the right of 90 degrees 29 minutes 34 seconds and run in a westerly direction a distance of 40 feet to a point in an existing gravel drive as shown on survey of Laurence D. Weygand, dated November 12, 1996; thence run in a northerly direction parallel to the line described above as 385.50 feet, back to the Point of Beginning.


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Shelby Cnty Judge of Probate, AL
10/01/2014 12:44:57 PM FILED/CERT

EX B

BENTLEY ADVERTISING

LLC

✓ P O BOX 36896 - BIRMINGHAM, AL 35236 -

20150112000012310 1/2 \$46.00
Shelby Cnty Judge of Probate, AL
01/12/2015 02:28:53 PM FILED/CERT

Lease No 72899A - 1

8th day of Dec 2014

THIS AGREEMENT, made this ~~third day of Dec, 1999~~ *8th day of Dec 2014* and between Michael Taunton, hereinafter called the Lessor(s), and Bentley Outdoor Advertising, LLC, hereinafter called Lessee.

Michael Taunton, hereinafter

WITNESSETH:

1. The Lessor hereby lease 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 county road 47 for display(s) facing East and West such leased property being part of the Lessor's property situated in the Township of Chelsea 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 *Twenty (20)* 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 *Twenty* 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 *\$300.00* 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 for the first sixty months shall be *\$300.00*, for the second sixty months *\$350.00* *Due on the 1st of month*
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 Lessee's display(s), the Lessee may, at its option terminate this lease by giving the Lessor fifteen (15)

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Shelby County, AL 01/12/2015
State of Alabama
Deed Tax: \$29.00

5-B - Late payment penalty of \$50.00 for each 30 days late.

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.
- 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 #

* Lessor to receive copy of liability insurance on yearly basis

ACCEPTED BY:

Michael Taurato
(Signature of Lessor)

Michael Taurato
(Type or print name of Lessor)

416-21-5742
(Federal Tax ID Number/Social Security #)

1550 Tara Dr
(Address)

Columbiana AL 35051
(City, County, State, Zip)

Darrian Bentley
(Signature of Lessee)

Darrian Bentley
(Type or print name of Lessee)



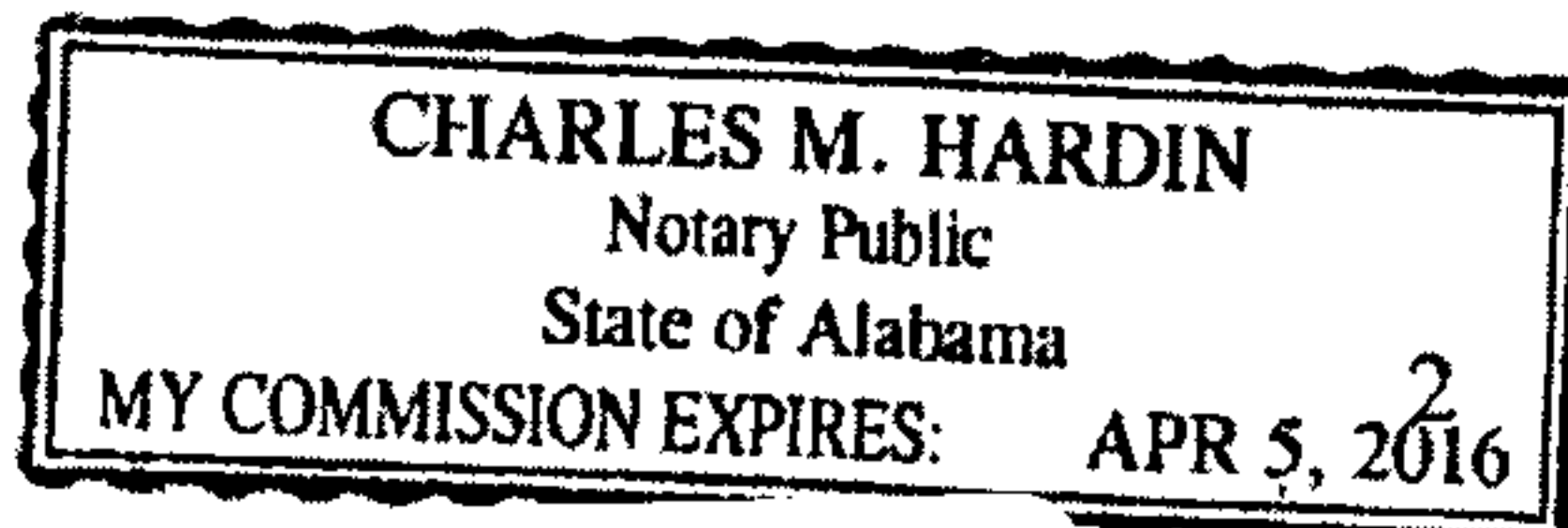
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01/12/2015 02:28:53 PM FILED/CERT

STATE OF:

COUNTY OF:

On this 8 day of Dec, 2014, 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.

Charles M. Hardin
(Notary Public)



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