

STATE OF INDIANA
LAKE COUNTY
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THIS INSTRUMENT PREPARED BY:
R. CULVER SCHMID, ESQ.
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MORE REFERENCE IN THE
RECORDS OF THE REGISTER OF DEEDS
OF LAKE COUNTY, INDIANA:
FILING NO. 92003519.

**SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS
(GARY, INDIANA PROJECT)**

This SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (the "Agreement") is made as of March 6, 1997, by and between U.S. OUTDOOR ADVERTISING COMPANY, a Mississippi corporation (the "Borrower") and FIRST AMERICAN NATIONAL BANK, a national banking association (the "Bank").

The Bank has agreed to extend to the Borrower a loan (the "Loan") in the principal amount of \$140,000, as evidenced by a promissory note dated the date hereof (the "Note"). The proceeds of the Note will be advanced to the Borrower under the terms of this Agreement for the purpose of acquiring and/or constructing an outdoor advertising display in the location described in the attached Exhibit A (such location, and all improvements located thereon, are referred to collectively hereinafter as the "Property").

As a condition to making the Loan, the Bank has required (i) an assignment of the Borrower's interest in the ground lease more particularly described in the attached Exhibit B (such lease, and all amendments, modifications, renewals and restatements thereof, are referred to hereinafter as the "Lease"), (ii) an assignment to the Bank all of the Borrower's interest in the Two Year Billboard Rental Lease With Option which is attached hereto as Exhibit C (such agreement, and all amendments, modifications, renewals and restatements thereof, are referred to hereinafter as the "Billboard Agreement") and (iii) the granting by the Borrower to the Bank of a security interest in the Collateral described in this Agreement.

The Bank's obligation to fund the proceeds of the Loan are subject to the following conditions:

- (i) receipt by the Borrower of all corporate documents of the Borrower requested by the Bank;
- (ii) receipt of certified copies of the fully executed Lease (such lease to have been

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previously recorded in the real property records of the county in which the Property is located) and Billboard Agreement;

- (iii) the execution, delivery and recording of this Agreement in the real property records of the county where the Property is located;
- (iv) recording of (a) fixture filings in the real property records of the county where the Property is located perfecting the Bank's interest in the Property constituting fixtures and (b) UCC-1 Financing Statements with the Secretary of State of Mississippi to perfect the Bank's security interest in the personal property;
- (v) if requested by the Bank, an original executed consent from the owner of the real property constituting part of the Property, and any mortgagee thereof, consenting to the assignment of the Lease pursuant to the terms of this Agreement;
- (vi) if requested by the Bank, consent from Pilot Corporation to the assignment of the Billboard Agreement to the Bank pursuant to the terms of this Agreement;
- (vii) the execution and delivery of the guaranty agreements made by Leonard Busby III, Margie Busby and Doug Seidenburg;
- (viii) the execution and delivery by the Borrower to the Bank of the Note; and
- (ix) the receipt of all other agreements, documents and items reasonably requested by the Bank in connection with the Loan.

NOW THEREFORE, in consideration of the Bank making the Loan and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Lease and Billboard Agreement. The Borrower hereby assigns, transfers and conveys unto the Bank all right, title and interest of the Borrower in the Lease and the Billboard Agreement, whether now existing or hereafter created, together with all rents, income and profits to be had or derived from such Lease or Billboard Agreement, all benefits of any and all guaranties of the terms of the Lease or Billboard Agreement and all extensions, modifications, restatements and renewals thereof, together with all present and continuing right, title and interest of the Borrower (i) to make claims for, collect and receive any of the rents, income and profits and any other sums of money (including insurance proceeds) payable or receivable under the Lease or the Billboard Agreement, (ii) to bring actions and proceedings thereunder for the enforcement thereof and (iii) to do

any and all things which the Borrower under the Lease or Billboard Agreement is or may become entitled to.

2. **Payment of Rents.** The assignment made herein is conditional, and so long as no Event of Default (as hereinafter defined) has occurred and is continuing, the Borrower shall have the right and privilege to collect, consume, use and enjoy the rents, income, profits and benefits from the Lease without the necessity of any person assuring the application of such rents, income, profits and benefits to the indebtedness represented by the Note or the interests of the Bank hereunder, provided that such rights reserved unto the Borrower shall not prejudice nor operate as a waiver of any right, privilege, or interest of the Bank to have and derive all further rents, income, profits and benefits arising under the Lease from and after the occurrence of an Event of Default.
3. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due of all obligations now or hereafter owed by the Borrower to the Bank and in order to induce the Bank to make the Loan in accordance with the terms thereof, the Borrower hereby grants and pledges to the Bank, a security interest in, all the Borrower's right, title and interest in, to and under the following (all of which being hereinafter collectively called the "Collateral"):
- (i) all General Intangibles related to the Lease or the Billboard Agreement in which the Borrower shall now or hereafter have any right, title or interest;
 - (ii) all Equipment or Fixtures now or hereafter located on the Property;
 - (iii) the Billboard Agreement;
 - (iv) the Lease; and
 - (v) to the extent not otherwise included, all Proceeds (including insurance proceeds) and products of any or all of the foregoing.

For the purposes of the Agreement,

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Tennessee;

"Equipment" shall have the meaning provided in Section 9-109(2) of the Code.

"Fixtures" shall have the same definition provided in Section 9-313 of the Code;

"General Intangibles" shall have the same definition as provided in Section 9-106 of the Code; and

"Proceeds" shall have the same definition as provided in Section 9-306 of the Code.

4. Representations and Warranties. The Borrower further covenants, represents and agrees that:

- (a) The Borrower shall perform all covenants and agreements on its part to be performed under the Lease and Billboard Agreement so as not to permit a cancellation thereof and shall not make any other assignment, pledge or other disposition of the Lease or Billboard Agreement or any of the rents, income and profits receivable thereunder, nor make any change with respect to the computation of rent due under the Lease or the Billboard Agreement, nor modify, alter or amend materially the Lease or Billboard Agreement, nor reduce any rent nor shorten the term or adversely affect in any other respect to any material extent the rights of the Borrower or the Bank thereunder, nor consent to an assignment or sublease of the Borrower's interest thereunder, without having obtained the prior written consent of the Bank.
- (b) The Lease and the Billboard Agreement are legal, valid and binding obligations of the Borrower, in full force and effect, evidence fully the entire agreements between the parties to such agreements and have not been the subject of any prior assignment, pledge or disposition by the Borrower. The Property, the Lease and the Billboard Agreement are free and clear of all encumbrances except for encumbrances for which the Borrower has provided written notice to the Bank.
- (c) As of the date of this Agreement, to the knowledge of the Borrower (i) there exists no default by the Borrower or any other party to the Lease or the Billboard Agreement under any provision of the Lease or the Billboard Agreement, (ii) no rents, income or profits payable under the Lease or the Billboard Agreement have been, or will hereafter be, anticipated or discounted, and (iii) the parties under the Lease or Billboard Agreement other than the Borrower have no defenses, rights of setoff or counterclaims against the Borrower.

- (d) The Borrower shall not undertake or assume for or on behalf of the Bank any covenant, obligation, duty or liability in respect of the Lease or the Billboard Agreement, and in no event shall the Borrower have any power or authority to bind the Bank to any covenant or agreement with respect to any interest in the Property, any obligation under the Lease or the Billboard Agreement or in any manner to represent the Bank as the Bank's agent.
- (e) The Borrower possesses the legal power and authority to assign to the Bank its interests in the Property. This Agreement constitutes a valid obligation of the Borrower, legally binding upon it and enforceable in accordance with its terms. No consent of any other party (including, without limitation, stockholders and creditors of the Borrower) and no consent, license, approval or authorization of, or registration or declaration with, any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.
- (f) The Borrower's principal place of business and chief executive office and the place where its records concerning the Collateral are kept is 442 N. 6th Avenue, Laurel, Mississippi 39941, and the Borrower will not change such principal place of business or remove such records without the express prior written consent of the Bank.
- (g) The only name under which the Collateral is owned, used or sold is the name of the Borrower as described in this Agreement.
- (h) At any time and from time to time, upon the written request of the Bank, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Bank or any Bank may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the security interests granted hereby, transferring Collateral to the Bank's possession and using its best efforts to obtain waivers from landlords and mortgagees. The Borrower also hereby authorizes the Bank to file any such financing or continuation statement, or a copy thereof, without the signature of the Borrower to the extent permitted by applicable law.

- (i) The Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien on or security interest in the Collateral and will defend the right, title and interest of the Bank in and to any of the Borrower's rights to the Collateral and in and to the Proceeds and products thereof against the claims and demands of all persons whomsoever.
- (j) The Borrower will maintain with financially sound and reputable companies, insurance policies (i) insuring the Property against loss by fire, explosion, theft and such other casualties as are usually insured against by companies engaged in the same or similar businesses and (ii) insuring the Borrower and the Bank against liability for personal injury and property damage relating to the Property, such policies to be in such form and in such amounts and coverage as may be satisfactory to the Bank, with losses payable to the Borrower and the Bank as their respective interests may appear. The Borrower shall, if so requested by the Bank, deliver to the Bank as often as the Bank may reasonably request a report of a reputable insurance broker with respect to the insurance on the Collateral. All insurance with respect to the Collateral shall (i) provide that no cancellation, reduction in amount or change in coverage thereof shall be effective until at least ten (10) days after receipt by the Bank of written notice thereof and (ii) be satisfactory in all other respects to the Bank.
- (k) The Borrower will not change its name, identity or corporate structure in any manner which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of Section 9-402(7) of the Code (or any other then applicable provision of the Code).

5. **Events of Default.** Each of the following shall constitute an Event of Default under this Agreement:

- (a) The Borrower shall fail to make any payment of principal or interest with respect to the Note or any obligation of the Borrower to the Bank on the due date thereof;
- (b) The Borrower shall breach or fail to perform any material term, covenant, warranty or agreement herein and such default shall continue for thirty (30) days after notice thereof has been given to the Borrower by the Bank;
- (c) The failure by the Borrower to fulfill the conditions for funding described heretofore in this Agreement notwithstanding whether the Bank has advanced

the proceeds of the Loan to the Borrower;

- (d) Any representation or warranty of the Borrower herein or in connection with the extension of the Loan shall prove to have been untrue at the time it was made in any material respect;
- (e) The Borrower, or parties other than the Borrower, shall commence any proceeding for the Borrower seeking relief under the United States bankruptcy laws, shall apply for the appointment of a receiver, trustee or similar official for the benefit of its creditors or if the Borrower shall admit in writing its failure to pay its debts as they become due.
- (f) If the Borrower shall default under any other now existing or hereafter incurred obligation owed by the Borrower to the Bank.
- (g) If a default shall occur under the Lease or the Billboard Agreement or if such documents are terminated for any reason.
- (h) A default under any guaranty of the Loan by any guarantor of the Loan.
- (i) If Borrower fails to acquire legal ownership of the billboard display structures and related improvements located on the Property and deliver to the Bank written evidence of such action within thirty (30) days of the date of this Agreement.

6. Remedies.

- (a) Upon the occurrence and continuation of an Event of Default, the Bank shall have the right, authority and power at its sole option, (i) to enter upon, and take possession of, the Property, (ii) to collect the rents, income and profits under the Lease or the Billboard Agreement, (iii) to exercise all of the rights and privileges of the Borrower under the Lease or the Billboard Agreement, and (iv) to apply the net rentals and income, after payment of all proper costs and charges, to the sums due the Bank in such manner as the Bank, in its sole discretion, may determine. Such entry in taking possession of the Property may be made by actual entry upon the Property, or, constructively, by written notice served either personally or by registered mail upon the Borrower and any landlords under the Lease or tenants in possession of the Property, and no further authorization shall be required. If the Bank shall exercise the rights and remedies afforded it under this subsection, and the Borrower shall thereafter cure any such default, of which

fact the judgment of the Bank shall be conclusive, the Borrower and the Bank shall be restored to their respective rights and estates hereunder as if no default has occurred.

- (b) If any Event of Default shall occur and be continuing, the Bank may exercise in addition to all other rights and remedies granted to it in this Agreement all rights and remedies of a secured party under the Code.

7. **Payment Upon Default.** A demand on any landlord, lessee, advertiser or advertising agency by the Bank for the payment to the Bank of any sum due the Borrower under the Lease or the Billboard Agreement or otherwise upon any default hereunder shall be sufficient to warrant any such landlord, lessee, advertiser, or advertising agency to make such payment to the Bank without the necessity for further consent by the Borrower, and after the occurrence of an Event of Default, the Borrower hereby grants the Borrower's power of attorney to the Bank for such purposes, said power being coupled with an interest and irrevocable for the term hereof. The Bank shall not be liable for any loss sustained by the Borrower or any other person relative to the Property before or after default or from any act or omission of the Bank while in possession of the Property, except for loss arising from the Bank's willful misconduct or gross negligence, nor shall the Bank be obligated to perform or discharge any obligation, duty or liability relative to the Property or any portion thereof, or to the maintenance or operation of same under or by reason of this Agreement. This Agreement shall not operate to place responsibility for the control, care, management or repair of the Property, nor the carrying out of any of the terms and conditions of the Lease or the Billboard Agreement upon the Bank.
8. **Waiver of Bank's Liability.** It is expressly a condition and covenant of this Agreement and the entry of any person upon the Property, in any capacity whatsoever, that the Bank shall have no responsibility or liability for any waste committed on the Property, or for any negligence in the management, upkeep, repair or control of the Property by the Borrower resulting in loss, injury or death to any such persons.
9. **Termination Upon Payment.** Upon payment of the Note and of all other sums required to be paid under this Agreement and the performance and observance of the provisions hereof, this Agreement shall cease and terminate and all of the right, title, interest, claim and demand of the Bank in the Lease and Billboard Agreement shall revert to the Borrower or to such other person as may be legally entitled thereto, and the Bank shall at the request of the Borrower of any such person deliver to the Borrower or any such person an instrument, in recordable form if requested, canceling and discharging such assignment.

10. **Notices.** All written notices hereunder to any party shall be by certified or registered mail, postage prepaid, telecopier (subsequently confirmed by U.S. mail) or delivered in person to the addresses specified below. Any notice sent by registered or certified mail shall be deemed given on the date of receipt as shown on the return receipt, and any notice given by personal delivery shall be deemed given on the date or receipt as evidenced by an officer's signed receipt; however if any party shall refuse to accept delivery by mail or personal delivery, such notice shall be deemed given when tendered for delivery.

All notices to the Bank shall be addressed to:

First American National Bank
Post Office Box 511
Knoxville, Tennessee 37901
Attention: Roger Leitner
Telephone: (423) 521-5113
Telecopier: (423) 521-5391

All notices to the Borrower shall be addressed to:

Outdoor Advertising Company
Post Office Box 6439
N. 6th Avenue
Laurel, Mississippi 39441
Attention: Leonard Busby
Telephone: (601) 428-4014
Telecopier: (601) 428-1948

11. **Entire Agreement.** This Agreement and the Note constitute the entire agreement between the parties, and neither the Note nor this Agreement may be modified or amended without the written consent of the parties.
12. **Costs and Expenses.** The Borrower shall pay all costs, fees and expenses (including court costs and reasonable attorneys' fees) incurred by the Bank in collecting or attempting to collect any amount that becomes due hereunder or otherwise enforcing the terms hereof and in seeking legal advice with respect to such collection or enforcement.
13. **Governing Law.** This Agreement shall be governed by the laws of the state of Tennessee.

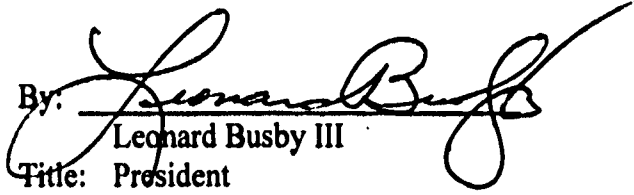
14. **Jurisdiction and Venue.** The Borrower and the Bank agree that the Tennessee state courts or United States Federal Courts sitting in Knoxville, Tennessee shall have the exclusive jurisdiction for any claim or dispute related to this Agreement, the Note or any other agreements related to the Loans. The Borrower waives any objection to the delaying of venue of such claim in such courts.

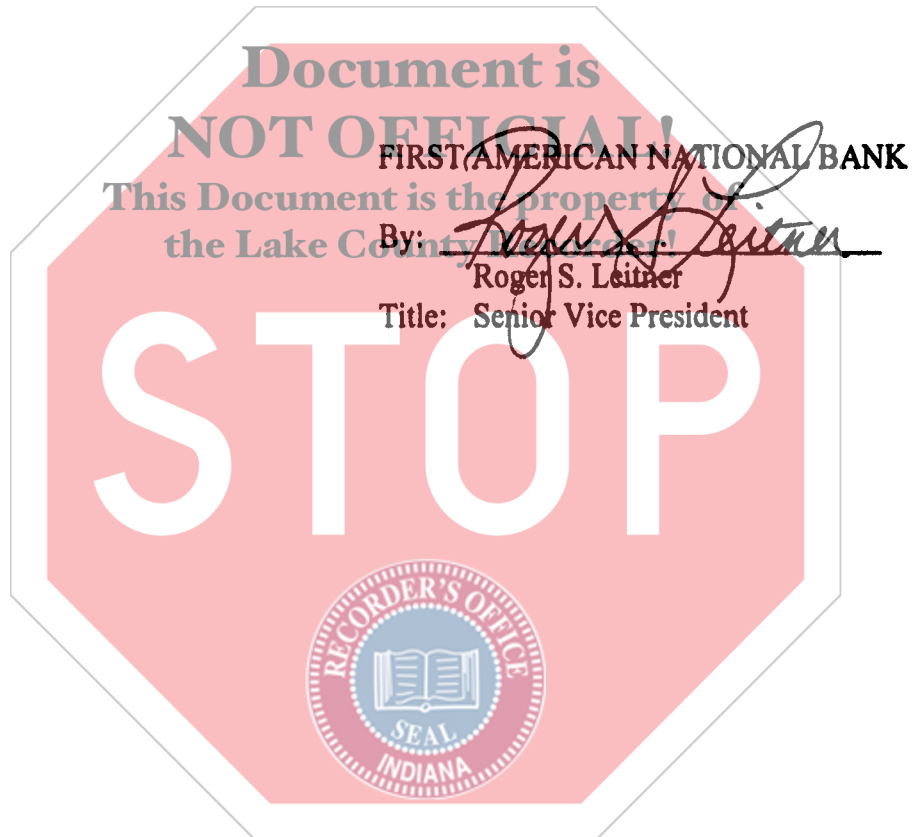
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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

U.S. OUTDOOR ADVERTISING COMPANY

By: 
Leonard Busby III
Title: President



STATE OF Ms.
COUNTY OF Greene

Before me, a Notary Public of the State and County aforesaid, personally appeared **LEONARD BUSBY III**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of U.S. OUTDOOR ADVERTISING COMPANY, the within named bargainer, a Mississippi corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

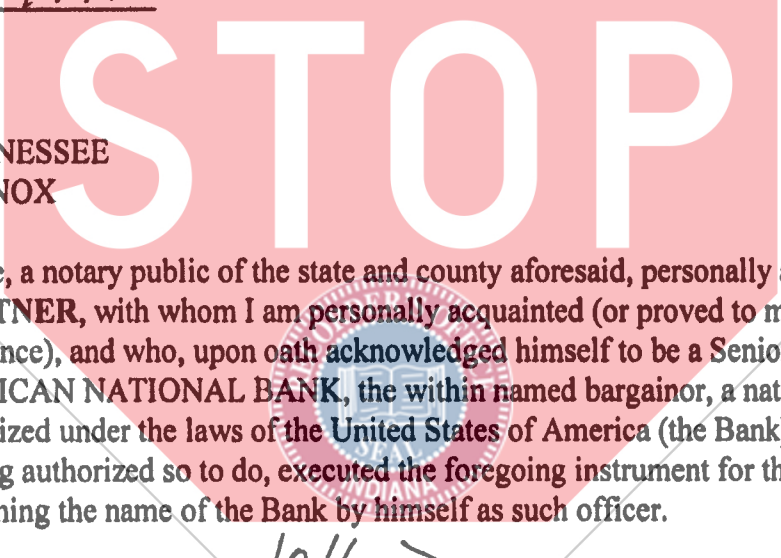
WITNESS my hand and seal, this 7th day of March, 1997.

Deborah A. Clark
Notary Public

My Commission Expires:

June 11, 1998

This Document is the property of
the Lake County Recorder!



STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared **ROGER S. LEITNER**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be a Senior Vice President of FIRST AMERICAN NATIONAL BANK, the within named bargainer, a national banking association organized under the laws of the United States of America (the Bank) and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Bank by himself as such officer.

Witness my hand and seal, this 24th day of March, 1997.

Patricia Mascrib
Notary Public

My Commission Expires:

9-27-98

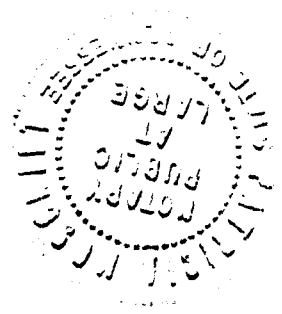


EXHIBIT A

Real property located in Gary, Indiana more particularly described in Land Lease Agreement dated November 19, 1992 between Lawson Rudd and U.S. Outdoor Advertising Company (as successor to Golden Eagle, Inc.) recorded in the real property records of Lake County, Indiana at Filing No. 92003519.



92003519

LAND LEASE AGREEMENT

Exec. Date 1/19/92

This agreement, hereinafter referred to as the "Lease", made this 19th day of NOVEMBER, 1991, by and between MR. LAMON RUD of WEST LEBONON INDIAN, hereinafter referred to as "Lessor", and GOLDEN EAGLE, INC., a Mississippi corporation, d/b/a U. S. OUTDOOR ADVERTISING, hereinafter referred to as "Lessee", with principal offices located at 519 Central Ave., Laurel, Mississippi 39440, hereinafter referred to as "Lessee",

WITNESSES:

JAN 13 1992

1. Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, property located on the SOUTH side of Highway 1, at or near the intersection of Highway 1 and Highway 1, City of GRY, LAKE County, in the State of INDIAN, and more particularly described in the Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "the Premises". Lessee shall use the premises for the purpose of erecting and/or maintaining one or more advertising structures including the necessary devices, power poles and connections.

2. The term of this Lease shall commence on the 19th day of DECEMBER, 1991, or on the date of the installation of the structure, whichever is later. The initial term of this Lease shall be for a period of 10 years. Lessee shall have the option to extend the term of this Lease with separate 10-year options with like terms and conditions after the initial term of this Lease expires.

3. In consideration of the foregoing and the mutual promises herein contained, Lessee agrees to pay Lessor the sum of \$ 2,000.00 per year payable annually on the anniversary date of this agreement with the first such installment being due upon execution of this agreement. ** \$2,000.00 Applies to the 1ST thru the 3RD year.

4. In the event of any change in ownership of the Premises, Lessor agrees to notify Lessee promptly of such change and Lessor also agrees to give the new owner written notice of the existence of this lease. Lessee, upon written notice to Lessor, may sell or assign its interest in said structure and this Lease.

5. Lessor hereby warrants that if Lessee shall pay the rental as herein provided, Lessee and/or its agents shall peaceably and quietly have, hold and enjoy the use of the Premises for the term of this Lease and any extensions thereof, such use to include the right of ingress and egress access to the advertising structure over the Premises and across any lands owned by or under the control of Lessor for the purpose of erecting, maintaining, changing or moving any advertising structure.

6. Lessor agrees that all advertising structures, displays and materials placed upon the Premises by Lessee are Lessee's trade fixtures and equipment and shall be and remain Lessee's personal property, and may be removed by Lessee at any time prior to or within thirty (30) days after the termination of this Lease. Lessor acquires no interest therein by virtue of constructing the same on the Premises.

7. Lessor agrees not to erect or permit any other party to erect any advertising displays or structures, or other obstructions, either on the Premises or on any property adjacent to the Premises owned or controlled by Lessor which will either partially or completely obscure the normal highway view of said advertising structure.

8. Lessor grants to Lessee the right to illuminate the advertising structure for night viewing, the use of said right to be in Lessee's discretion. Lessor hereby grants to Lessee and/or the power company an easement across Lessor's adjacent property together with rights of ingress and egress for the purpose of erecting and maintaining a power line to the Premises. All permits and electrical services shall be paid for and maintained by Lessee.

9. Lessee shall have the right to cancel the Lease and remove the advertising structure if any one of the following conditions exist: (a) if Lessee is unable to obtain any necessary permits and/or licenses to install the advertising structures; or, (b) if the use or installation of the advertising structure is prevented or restricted by any Federal, State or local law; or, (c) if at any time the highway view of Lessee's advertising structure is obstructed or obscured; or, (d) if there occurs a diversion of traffic from or a change in the direction of traffic on roads leading past Lessee's advertising structure which lasts for more than thirty (30) days; or, (e) if for any reason the advertising value of the advertising structure is impaired or diminished whereby no advertisement can be sold.

10. Lessee agrees to hold Lessor harmless from any and all claims on account of bodily injury or physical property damage caused by or resulting from any negligence or willful act of Lessee or Lessee's agents or employees in the construction, maintenance, repair, change or removal of Lessee's advertising structure on the Premises. Lessor agrees to hold Lessee harmless from any and all claims on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of Lessor or Lessor's agents or employees.

11. All notices to Lessor and Lessee are to be sent to the following addresses:

U S Outdoor Advertising
Box 6439 519 Central Ave Laurel Miss 39441

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LESSOR: MR. LAWSON RUDD
10 HIGH STREET
P.O. BOX 143
WEST LEBANON, IN 47991

LESSEE: 317-672-1244
U. S. Outdoor Advertising Company of Mississippi
Post Office Box 6439
Laurel, MS 39441

12. At such times as the original lease term and all options have expired, upon acceptance of rental by Lessor from Lessee, this Lease shall continue from year to year upon the same terms and conditions.

13. Lessor does hereby grant to Lessee the full right, power and authority to apply with all governmental agencies for all necessary permits and variances that may be legally required to install, erect, and maintain a billboard and/or advertising structure on the Premises.

14. This Agreement constitutes the entire Agreement between the parties hereto and no change, alteration or revision of the terms or conditions of this Agreement shall be binding upon either Lessor or Lessee unless the same are reduced to writing and initialed or signed by both Lessor and Lessee. This Lease shall inure to the benefit of and be binding upon the parties hereto and the respective tenants, heirs, successors, assigns, personal representatives, executors and administrators of the parties.

15. In order to record this transaction among the land records, the parties agree to execute a short form "Memorandum of Lease Agreement" which will have the basic information about this Lease.

WITNESS THE SIGNATURES of the parties on the date first above written, the same being executed in duplicate originals.

This Document is the property of
the Lake County Notary Public

LESSOR: MR. LAWSON RUDD

LESSEE: GOLDEN EAGLE, INC., d/b/a U. S. OUTDOOR
ADVERTISING COMPANY OF MISSISSIPPI

STATE OF INDIANA
COUNTY OF WARREN) SS:

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Lawson Rudd, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

Given under my hand and official seal on this, the 29th day of November, A.D. 1991.

My commission expires: July 23, 1995

Carroll JoAnn Lake
NOTARY PUBLIC
Carroll JoAnn Lake
Warren County, County of Residence

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LEONARD EUSBY III, PRESIDENT of GOLDEN EAGLE, INC., d/b/a U. S. OUTDOOR ADVERTISING COMPANY OF MISSISSIPPI, a Mississippi corporation, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year therein stated as the act and deed of the said corporation, after having been duly authorized so to do.

Given under my hand and official seal on this, the 19th day of November, A.D. 1991.

Glenn H. Clark
NOTARY PUBLIC

My commission expires: June 11, 1994

RC Realty

TWO YEAR BILLBOARD RENTAL LEASE WITH OPTION

This lease entered into on this, the ___ day of May 1996 by and between "U.S. OUTDOOR ADVERTISING COMPANY", located at 442 N. Sixth Ave., PO Box 6439, Laurel, Mississippi 39440, telephone (601)428-4014 hereinafter referred to as "Owner" and RON COHEN, d/b/a RC REALTY, PO Box 6098, Gary, IN 46406, telephone (219)844-1130, hereinafter referred to as "Lessee", to wit:

For and in consideration of the mutual covenants and obligations hereinafter stated, the parties agree as follows:

1. Owner owns a 14' by 48' illuminated billboard immediately East of Cline on the South side of I-80 in Gary, Indiana. Owner agrees to lease to Lessee the one side facing West on this Billboard. This face will be a right hand reader for East Bound expressway traffic.

2. The initial term of this lease is for a period of 24 months from July 1, 1996 through June 30, 1998. At the end of said term Owner grants the Lessee the option to renew for an additional 60 month term at a rate that is 8% higher than the initial term. Lessee must inform owner in writing that he intends to exercise this option on or before April 30, 1998 or this option will be null and void.

3. Lessee agrees to pay Owner \$1000.00 (One Thousand Dollars) per month for the initial term, said rental to be due on or before the first day of each month, the first of which shall begin on July 1, 1996, with a like amount on the first day of each month thereafter for 24 additional months.

4. Owner agrees to illuminate said billboard with a timer from dusk to 2AM and agrees to paint the billboard the initial time and one time every 12 months thereafter at Owners expense. If the billboard does not need painting after 12 months, than the owner shall not be obligated to pay such paint fees until the board is deemed to be in need of a repainting. Owner also agrees to remove the existing attached electronic sign left by previous advertiser from the structure at Owners expense.

5. In the event Owner sells or leases control of this property, Owner agrees to notify Lessee promptly and to give the new owner or Lessee formal written notice of the existence of this lease. Owner further warrants that if Lessee shall pay the rent provided herein, Lessee shall

peaceably and quietly have, hold and enjoy the use of the leased premises for the term of the lease. It is also specifically agreed that Lessee shall have access to the billboard structure, with easement right of ingress and egress, for the purpose of maintaining and changing the advertising structure and message when necessary.

6. Lessee agrees to hold Owner harmless from any and all claims, demands, liabilities, judgments and other costs and expenses related to or arising out of the construction, existence, use, maintenance, repair or removal of said advertising structure.

7. Owner warrants that said advertising structure is currently in compliance with all governmental laws, rules and regulations connected therewith. In the event the same should change, it shall be the Owners expense to obtain continuing permits and to comply with all laws and regulations connected therewith.

8. Lessee shall have a right to cancel this lease if the use or installation of the advertising structure is prevented or restricted by any federal, state or local law; or, if at any time, the highway view of Lessee's billboard face is obstructed or obscured; or, if there occurs a diversion of traffic from a change in the direction of traffic on roads leading past Lessee's advertising structure and the same lasts for more than thirty (30) days.

9. Monthly rental payments not received by the Owner by the 15th of each month shall bear a late charge of \$50.00. Lessor will have the right to terminate this lease agreement if any monthly payment is over 30 days late.

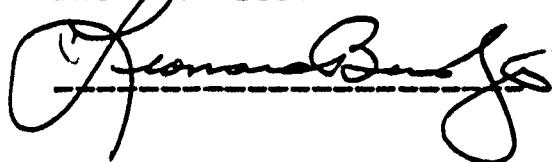
10. Owner agrees that Lessee intends to, and has the absolute right to sublet this billboard if desired. Owner will have the right to approve of any advertiser to whom the Lessee sublets. Such approval shall not be unreasonably withheld by Owner.

11. This lease constitutes the entire agreement between the parties hereto and no change, alteration or revision of the terms shall be binding upon either party unless the same is reduced to writing and signed by both parties. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns and personal representatives.

WITNESS THE SIGNATURES of the parties the ____ day of May 1996.

OWNER:

U. S. OUTDOOR ADVERTISING CO.
LEONARD BUSBY



A handwritten signature in black ink, appearing to read "Leonard Busby", written over a horizontal dashed line.

LESSEE:

RONALD COHEN, d/b/a
RC REALTY



A handwritten signature in black ink, appearing to read "Ronald Cohen", written over a horizontal dashed line.

