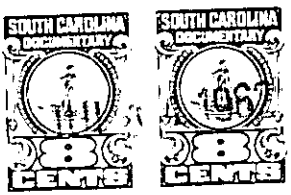


MILLER OUTDOOR ADVERTISING, INC.



GREENVILLE, S. C.

JUL 17 2 44 PM 1962
GROUND LEASE NO. 92

AGREEMENT of Lease made this 7th day of September 1961 by and between Broadus Durant as Lessor and MILLER OUTDOOR ADVERTISING, as Lessee. WITNESSETH:

The Lessor does hereby lease and demise to the Lessee, the entire plot or premises described as follows:
on north side of I-85 approximately
1/2 mile east of T-385 bridge
2 buildings on 1/4 section parcel

in the city of Greenville in the county of Greenville for the term of Five years beginning on the 1st day of January 1962

and ending on the same day of January 1967, at the yearly rental of Eighty Dollars (\$80.00) payable in four installments at the office of the Lessee

with the right to the Lessee to extend this lease from year to year upon the same terms and conditions, the total of such extensions, however, not to exceed five years; such right of extension to be exercised by giving written notice thereof to the Lessor either by delivering the same to him personally, or by mailing the same addressed to him at his place of address shown below, or such other address as the Lessor may hereafter in writing specify, at any time during the last sixty days of the year next preceding the year for which such right of extension is exercised.

The Lessee shall have the right to erect, place and maintain advertising sign structures and equipment therefor on the demised premises and post, paint, illuminate and maintain advertisements on such structures, and may use the demised premises for storage purposes. All structures, equipment and materials placed upon the said premises by the Lessee shall always remain the personal property of, and may be removed by the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof.

If at any time (a) the signs or structures of the Lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) the said premises shall be or become unsafe for the maintenance of the Lessee's structures thereon, or unable to support such structures; or (c) the value of the said location for advertising purposes shall be or become diminished; or (d) there be a temporary or permanent diversion of traffic from the street or streets adjacent to, or leading to or past, the said premises, or a change in the direction of traffic on such street or streets; or (e) the Lessee be unable to obtain from the authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the Lessee may desire to construct or maintain for the purpose of its business; or (f) the Lessee be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from constructing or maintaining on said premises such signs (of special or standard size, design and construction), as the Lessee may so desire to construct or maintain—then and in such event, at the option of the Lessee, this lease shall terminate on fifteen (15) days' notice in writing to the Lessor, by registered mail addressed to him at his address shown below, or such other address as the Lessor may hereafter in writing specify, and the Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term; provided, however, that if the conditions described in (a), (b), (c), and (d) hereof, or any of them, shall at any time temporarily exist, then the Lessee shall at its option, in lieu of such termination of this lease, be entitled to an abatement of the rent payable hereunder, for and during the period of the existence of such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

The Lessor represents and warrants that he is the owner of the premises above described and has authority to make this lease and covenants that he will not permit any adjoining premises, owned or controlled by him, to be used for advertising purposes or permit Lessee's signs to be obstructed.

The Lessor reserves the right to terminate this lease by giving thirty days' notice in writing by registered mail to the Lessee, in the event that the Lessor improves the demised premises by erecting a permanent, substantial building thereon, requiring removal of the Lessee's sign structures, and with such notice refunding to the Lessee, pro rata, any rent paid in advance of the expiration date for the unexpired term. If the Lessor fails to commence the erection of such permanent, substantial building on the demised premises within sixty days after the date of the termination of this lease by the aforesaid notice, the Lessee may, at its option reinstate this lease as of a date ninety days after the giving of the aforesaid notice, and if so reinstated, the Lessor agrees to reimburse the Lessee for its reasonable costs and expenses, as soon as determined, in removing from and replacing on the demised premises its sign structures.

It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulations, representations or agreements, not printed or written in this lease. This lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

MILLER OUTDOOR ADVERTISING
By James B. Madray, Jr. Lessor Broadus Durant (L. S.)
Address Greenville Rt. 2

WITNESS: John Garrett
2. Thomas W. Miller, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Thomas W. Miller, Jr. and made oath that he saw the within named Broadus Durant sign, seal and as his her their act and deed, deliver the within instrument, and that he with John Garrett witnessed the execution thereof.

Sworn to before me, this 17th day of July A.D., 19 62
Thomas W. Miller, Jr.
Notary Public, S. C.

Recorded July 17th, 1962 at 2:44 P.M. No. 1967