

THE

**LAMAR**

COMPANIES

This Instrument Prepared by:

James R. McIlwain  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Lease #30867-01

  
James R. McIlwain

## RENEWAL LEASE

Inst # 2001-02397  
01/23/2001-02397  
11:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HMB 115.00

THIS LEASE AGREEMENT, made this 22nd day of August, 2000, by and between: **Cindy Payne** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides


### WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, it successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and relocation of outdoor advertising structure(s), including necessary structures, advertising devices, power poles, communications devices and connections, with the right of access to and egress from structure(s) by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, maintain advertisement, maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the structure(s) to be situated at the approximate location(s) as shown on the sketch below."

The leased premises are a portion of the property located in the County of Shelby, State of Alabama, more particularly described as:

165 S W/L 1mi S/O Hwy 119

1. This lease shall be for a term of twenty (20) years from February 1, 2001 and ending on February 1, 2021, unless sooner terminated as hereinafter provided.

~~Following the original term of the lease, the term hereof shall be extended for an additional term of Five (5) years, upon the same terms and conditions, unless LESSEE shall give to LESSOR written notice of nonrenewal at least Sixty (60) days prior to the end of the original term.~~ 

After the original and any renewal term of this lease, it shall continue from year to year unless either party shall give the other party written notice of nonrenewal at least Sixty (60) days prior to the expiration of the then-current term.

2. **LESSEE** shall pay to **LESSOR** an annual rental of \$6,900.00 (See Rental Rider Attached) Dollars, payable monthly in advance in equal installments of Five Hundred and seventy-five dollars (\$575.00) each, with the first installment due on the first day of February. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within Thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** Thirty (30) days thereafter to cure any default.

3. **LESSOR** agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by **LESSOR** within One Thousand (1000') Feet of **LESSEE'S** advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. **LESSEE** may terminate this lease upon giving Thirty (30) days written notice in the event that the advertising structure becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable; provided however that if such conditions shall exist temporarily, then **LESSEE** may at its option, in lieu of the termination of this lease, reduce the rental herein paid to the sum of Five (\$5.00) dollars per year so long as such condition continues. If **LESSEE** is prevented from constructing advertising structure(s) at the leased premises by reason of any final governmental law, regulation, order or other action, this lease will terminate immediately. In the event of termination of this lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** shall remain the property of **LESSEE** and may be removed by it at any time prior to or within a reasonable time after expiration of the term hereof or any extension. At the termination of this lease, **LESSEE** agrees to restore the surface of the leased premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE'S** advertising structure(s), at the sole discretion of **LESSEE**. All such permits shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner of the premises described above and has the right to grant **LESSEE** free access to the premises to perform all acts necessary to carry on **LESSEE'S** business. In the event of any change of ownership of the property hereby leased, **LESSOR** agrees to notify



THE **LAMAR** COMPANIES

This Instrument Prepared by:  
Charles W. Lamar III  
5551 Corporate Boulevard, Baton Rouge, Louisiana 70808

Lease #30867-01

**MEMORANDUM OF LEASE AGREEMENT**

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee") a **LEASE AGREEMENT** dated August 22, 2000, leasing a portion of the premises located in the County of Jefferson, State of Alabama more particularly described as follows:

I-65 S W/L 1mi S/O Hwy 119

**WHEREAS**, said **LEASE AGREEMENT** (hereinafter referred to as "Lease"), provided for a term of Ten (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

**NOW, THEREFORE**, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

**IN WITNESS WHEREOF**, this instrument is duly executed on the date hereinabove specified.

**EXECUTED BY LESSOR IN THE PRESENCE OF:**

*Smith Edwin Michael*  
*W. A. Carlisle*

*Cindy L. Payne*  
LESSOR'S PRINTED NAME

*Cindy L. Payne*  
LESSOR'S SIGNATURE

**ACKNOWLEDGEMENT**

STATE OF Ala

COUNTY/PARISH OF Monty

The foregoing instrument was acknowledged before me this 30th day of August, 192000, by Cindy L. Payne, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Witness my hand and official seal, this 30th day of Aug, A.D., 192000.

*Mary J. Carter*  
Notary Public

My Commission Expires: 7/23/01

**EXECUTED BY LESSEE IN THE PRESENCE OF:**

*Sammy [illegible]*  
*Allen Jones*

**THE LAMAR COMPANIES**

*[Signature]*  
OFFICER'S SIGNATURE

*Rhett Enzor G.M.*  
OFFICER'S PRINTED NAME & TITLE

**ACKNOWLEDGEMENT**

STATE OF Alabama

COUNTY/PARISH OF Jefferson

The foregoing instrument was acknowledged before me this 5 day of Sept, 2000 by Rhett Enzor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Witness my hand and official seal, this 5 day of Sept, A.D., 2000.

*Christie Thomas*  
Notary Public

My Commission Expires: March 17 2001

THE **LAMAR** COMPANIES

Rider #A to Lease dated the 22nd day of August, 2000, by and between Cindy Payne ,as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree that during the term of this lease the rental shall be adjusted as follows:

The annual rental shall be increased as follows:

Years 6 thru 10 the annual rent shall be \$7,800.00, monthly rent shall be \$650.00

Years 11 thur 15 the annual rent shall be \$8,700.00, monthly rent shall be \$725.00

Years 16 thur 20 the annual rent shall be \$9,600.00, monthly rent shall be \$800.00

Cindy L. Payne  
LESSOR

Alan Egan  
LESSEE

Inst # 2001-02397

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SHELBY COUNTY JUDGE OF PROBATE  
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Rental Escalation