THE CAMPARY

COMPANIES

This Instrument Prepared by:
James R. McIlwain
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

Lease #\_\_\_\_

20050927000503290 1/5 \$58.50 Shelby Cnty Judge of Probate, AL 09/27/2005 02:23:10PM FILED/CERT

James R. McIlwain

## NEW LEASE

THIS LEASE AGREEMENT, made this 17th day of June, 2003, by and between: Donny Jones

(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:

79 Foundry Rd. Calera, AL 35040

1. This lease shall be for a term of Ten (10) years commencing on the date of completion of the advertising structure(s), 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 lease 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 (\$4,800.00) Dollars, payable monthly in advance in equal installments of Four Hundred Dollars (\$400.00) each, with the first installment due on the first day of the month following commencement. 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 LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further 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 at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this lease and LESSEE will no longer be bound by the lease.
  - 7. The premises are not the homestead of the LESSOR.
- 8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its structure(s) on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

condemnation award for LESSEE'S property snair a 9 LESSEE agrees to indemnify LESSOR	from all claims of injury and damages to LESSOR or
	nce, or dismantling of any advertising structures or
♣	any damage to the leased premises resulting from the
	vertising structures or displays, less ordinary wear and
	vertising structures or displays, less ordinary wear and
tear.	NTT Come and all demands as lightly and
	SEE from any and all damages, liability costs and
	rom any inaccuracy in or nonfulfillment of any
representation, warranty or obligation of LESSOR	
11. If required by LESSEE, LESSOR wi	ll execute and acknowledge a memorandum of lease
suitable for recordation.	
12. This lease is NOT BINDING UNTIL	ACCEPTED by the General Managen of a Lamar
Advertising Company.	
EXECUTED BY LESSOR IN THE PRESENCE OF:	Lown Lond
	LESSOR Donny Jones
SEE RIDER "A" & "B" + "C"	
	LESSOR
	20050927000503290 2/5 \$58.50
	Shelby Cnty Judge of Probate, f 09/27/2005 02:23:10PM FILED/C
	LESSOR
ja variation in the second sec	745 Camp Branch Cir. Alabaster, AL 35007
Jakkon a materials	LESSOR'S ADDRESS
Lesser with a strip Ligh	
Lesser with a stry sign	(205)283-7869 (205)663-7171
under Catualk on Billoard.	LESSOR'S TELEPHONE NUMBER
under Catwalk on Billboard, if the State D.O.T. will permit	
Jones Toucking	LESSOR'S SOCIAL SECURITY NUMBER
ousite arabet	THE LAMAR COMPANIES, LESSEE
283-78609	
285784	
	BY:
	VICE-PRESIDENT/GENERAL MANAGER
	DATE: 7/3/103
This instrument Prepared by:	
James R. McIlwain	
5551 Corporate Boulevard	
Baton Rouge, Louisiana 70808	
James Bull Aceden	
James R. McIlwain	

SHOW POINTS OF										
COMPASS N.S.E.W.										

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## COMPANIE

20050927000503290 3/5 \$58.50 Shelby Cnty Judge of Probate, AL 09/27/2005 02:23:10PM FILED/CERT

Rider #	to Lease dated the	1.7	day of	JUNC	, 2003,by
and between	DUMF. J	<u> </u>	5	as Lessor	and The Lamar
Companies, as Lessee					

Any provision to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this lease upon Sixty (60) days written notice and the return of any unearned rentals under either of the following circumstances:

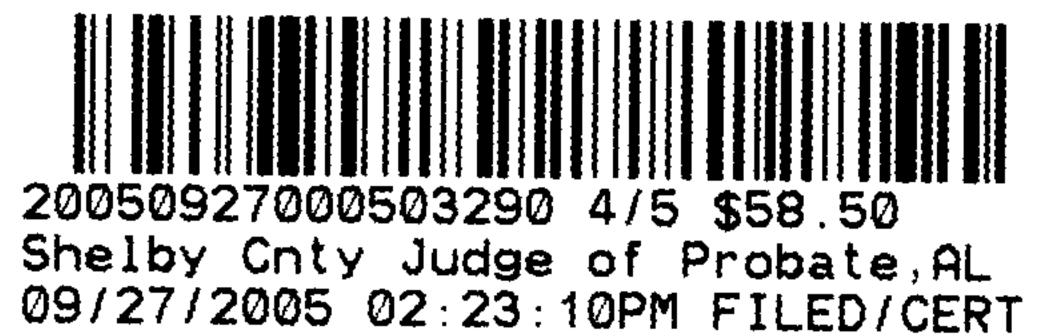
- (1) Intention by the Lessor, as evidenced by a copy of the building permit, to construct upon the premises a permanent, substantial building requiring the removal of Lessee's sign, structure, and equipment; provided, however, that if any portion of Lessor's property is not to be so improved, Lessee has the option to relocate the advertising structure(s) to the unimproved portion and to continue the lease on the same terms.
- (2) A bona fide sale of the premises. In the event of sale of the premises without termination, Lessor will promptly notify Lessee of the name and address of the subsequent owner, and Lessor shall give the subsequent owner notification of this lease and provide him with a copy of same. Prior to Lessor's exercise of his right to cancel this lease upon sale of the leased premises, Lessee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Lessee's failure to meet such offer in writing within Thirty (30) days after written notice thereof from Lessor, Lessor may sell the leased premises to the third party in accordance with his offer.

In the event Lessor cancels the lease under this provision, Lessor and it successors or assigns further agree not to allow the erection of any other off premise outdoor advertising structure on any portion of Lessor's property for the full term of this lease, including any option periods.

This provision shall not apply to a sale to, or development by, persons or entities related to or affiliated with the Lessor, persons or entities with the power of eminent domain, or for the purposes of constructing an outdoor advertising structure.

LESSOR

1 EccEE





Rider #"B" to Lease dated the 17<sup>th</sup> day of June, 2003, by and between Donny Jones, as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree to the following additional provisions:

If property is sold and removal of the structure is required. The new Lessor will, upon giving such notice of the building, return to the Lessee all rent paid for the unexpired term plus the total cost the of the construction and removal of Lessee's sign, less 1/120<sup>th</sup> of such cost for each full month of Lease prior to the notice of termination.

## Example Only

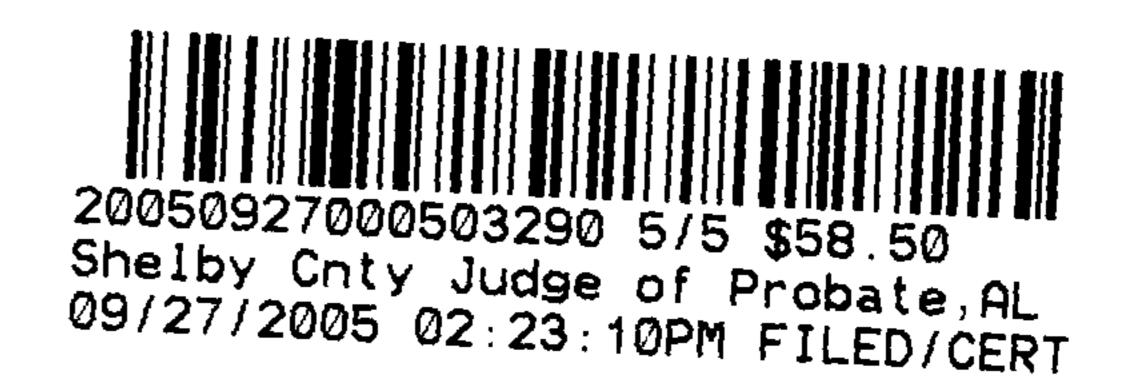
Cost of construction plus removal \$35000.00 required take down after 3 years (36 months) 35000.00:- 120(months) = 291.67 per month 3yrs (36months) x 291.67=10,500.12

Cost of construction
Less 1/120 for each full month of Lease
Total due Lamar Advertising

\$35,000.00 \$10,500.12

\$24,499.88 -Cost of removal

LESSEE



Rider #	to lease dated the	17 <sup>1</sup> day of	Une	, 20 <u>0</u> 3, by and between
_	mes		* -	amar Companies, as Lessee.

Lessor represents that he is the (owner or lessee under written lease) of the premises described in the above referenced lease and has the right to grant Lessee free access to the premises to perform all acts necessary to carry on Lessee's business. In event of any easement grant affecting the property hereby leased, Lessor agrees to grant Lessee an unconditional right of first refusal to purchase the easement under the same terms and conditions as offered to Lessor by any bona fide third party purchaser. Said right to be exercised by Lessee no later than thirty (30) days after receipt of written notice of said bona fide offer to purchase.

Shelby County, AL 09/27/2005 State of Alabama

Deed Tax: \$35.50

DATE

IECCEE

DATE