



Lease # 138-01949-01

RENEWAL SIGN LOCATION LEASE

THIS RENEWAL SIGN LOCATION LEASE ("Lease"), made this 4th day of April, 2025, ("Effective Date"), by and between: Chicos Enterprises, LLC ("Lessor") and OCI South dba Lamar Advertising ("Lessee"). The Lessor and Lessee may at times hereinafter be referred to collectively as "Parties" or individually as "Party."

WHEREAS, Lessor is the owner, easement holder or lessee under written lease of certain real property located in Shelby County, Alabama as more particularly described or depicted on Exhibit A attached hereto (the "Leased Premises"); and

ALABAMA 119 WEST LINE 100' NORTH OF BIDDIE LANE

WHEREAS, Lessor and Lessee are Parties or successors in interest to that lease of the Leased Premises dated the 30th of June, 1997 (the "Previous Lease") for the purposes of constructing, maintaining and operating a sign on the Leased Premises and the Parties desire to renew, amend supersede and replace the terms of the Previous Lease to the extent more specifically described herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual benefits and obligations to be conveyed by this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lessor hereby leases and grants to Lessee, its successors or assigns, the right to use the Leased Premises, with free access over and across the Leased Premises, for the purposes of constructing, installing, operating, maintaining, servicing, altering, replacing, relocating or removing an outdoor advertising structure ("Sign"), including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment, and the right to post, illuminate and maintain advertisements on the Sign, and to modify the Sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by applicable local and state law. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, sublessees and assigns (i) the right and easement to and from the Sign over and across the Leased Premises for the vehicular and pedestrian ingress and egress necessary to effect any action allowed herein or required by this Lease or by applicable law, (ii) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense, and (iii) the right to place incidental and ancillary equipment onto and add any commercially reasonable use to the Sign, including but not limited to wireless or telecommunication devices. The Parties acknowledge that, except as otherwise provided for herein, the Sign shall remain at its present location within the Leased Premises as described in Exhibit B attached hereto (the "Sign Location") and any discrepancies or errors in the Sign Location and/or the orientation of the Sign have been waived.

2. This Lease shall be for an initial term of Fifteen (15) years commencing on January 22, 2025 ("Rent Commencement Date"). Each one-year period following the Rent Commencement Date shall be referred to herein as a "Lease Year." Upon expiration of both the initial term of this Lease, this Lease shall automatically renew and continue from year to year, on the same terms and conditions contained herein, unless either Party provides to the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

3. Lessee shall pay to Lessor the annual rental of \$6,000.00 ("Annual Rent"), payable annually in advance in equal installments of \$6,000.00 each, with the first installment due upon the Rent Commencement Date. 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, before exercising any remedies, Lessor must give Lessee written notice by certified mail and allow Lessee thirty (30) days thereafter to cure any default.

4. Lessor shall not erect or allow to be erected any other off-premise advertising structure(s), other than Lessee's, on property owned or controlled by Lessor within two thousand (2,000) feet of Lessee's Sign or erect or allow to be erected any other structure or allow any vegetation on the Leased Premises that may obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

 Lessee Initials

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 Lessor Initials



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5. Should Lessee be prevented from constructing or maintaining a Sign at the Leased Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.
6. Lessee, at Lessee's sole discretion, shall have the right to make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the Leased Premises, shall remain the property of Lessee. Upon the expiration or earlier termination of this Lease, Lessor shall provide Lessee with continued access to the Leased Premises to remove the Sign and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear.
7. Lessor represents that it is the owner, easement holder, or lessee under written lease of the Leased Premises and has the right to enter into this Lease and to grant Lessee free access to the Leased Premises to perform all acts necessary to exercise its rights pursuant to this Lease. Lessor is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the Leased Premises that prohibit the erection, posting, painting, illumination or maintenance of the Sign. Lessor shall disclose to Lessee the existence of any deeds of trust, mortgages or similar encumbrances on the Leased Premises and shall, if requested by Lessee, deliver a non-disturbance agreement in recordable form reasonably acceptable to Lessee prior to the Rent Commencement Date. Lessor shall be responsible for the payment of all real property ad valorem taxes assessed against the Leased Premises. If Lessor fails to pay the real property taxes for which it is responsible, Lessee shall have the right, but not the obligation, to pay such taxes on behalf of Lessor and be reimbursed therefor upon demand or, at Lessee's sole discretion, deduct the amount of such taxes from future rental payments. The Parties shall follow all local, state, and federal laws with respect to collection, withholding, and payment of any taxes due under this Lease. Lessor acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of Lessee.
8. In the event of any change of ownership of the Leased Premises, Lessor shall notify Lessee in writing of the name, address, and phone number of the new owner, and Lessor shall further give the new owner formal written notice of the existence of this Lease and deliver a copy thereof to such new owner prior to or upon closing. In the event that Lessee assigns this Lease, the assignee shall be fully obligated under this Lease and Lessee shall no longer be bound by the Lease. This Lease shall be binding upon the personal representatives, heirs, executors, successors, and assigns of both Lessee and Lessor.
9. In the event of condemnation or eminent domain activities affecting any portion of the Leased Premises that results in the removal or diminished value of Lessee's Sign or Sign Location, (i) any condemnation award for Lessee's property shall accrue to Lessee, and (ii) Lessee shall have the right and option to relocate the Sign onto any remaining portion of the Leased Premises on the same terms contained herein.
10. Lessee shall indemnify Lessor from all claims of injury and damages to Lessor or third parties as well as repair any damages to the Leased Premises, less ordinary wear-and-tear, or personal property at the Leased Premises caused by the installation, operation, maintenance and removal of Lessee's Sign during the term of this Lease. Lessor shall indemnify Lessee from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of Lessor under this Lease.
12. During the term of this Lease, and for five (5) years following the removal of Lessee's Sign, Lessor hereby grants Lessee the right of first refusal to meet any offer which Lessor receives from a third party for the purposes of installing and operating an off-premise advertising structure on any portion of the Leased Premises. Lessee must elect to match any such offer within ten (10) business days after Lessor provides to Lessee a written and executed copy of the third-party offer.
13. If required by Lessee, Lessor shall execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, Lessor authorizes and appoints Lessee as Lessor's agent, representative, and attorney-in-fact for the limited purpose of executing on behalf of Lessor such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. Lessor further

 Lessee Initials

 Lessor Initials



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authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

14. This Lease is **NOT BINDING UNTIL EXECUTED** by all Parties. All written notifications, demands or requests pertaining to this Lease shall be sent via certified mail to the addresses on the following signature page.

[SIGNATURES ON FOLLOWING PAGE]

Lessee Initials

Lessor Initials



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RENEWAL SIGN LOCATION LEASE SIGNATURE PAGE

OCI South dba Lamar Advertising, LESSEE:

BY: _____

Mark Sankovich, VP/GM

Date: _____

4-28-25

Chicos Enterprises, LLC, LESSOR:

BY: _____

Candace Arush owner
[NAME, TITLE]

Date: _____

4/13/25

This Instrument Prepared by
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808



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EXHIBIT A
"The Leased Premises"

3/17/2020

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This instrument was prepared by:
Gregory D. Harrison, Esq.
101 Riverchase Pkwy East
Hoover, AL 35244

Send Tax Notice To
Chico Enterprises, LLC
1089 7th Avenue SW
Augusta, AL 31407

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF SHELBY) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED SEVENTY FIVE THOUSAND and 00/100 Dollars (\$275,000.00) to the undersigned GRANTORS is hereby acknowledged, LAWRENCE L. THOMAS and SHIRLEY THOMAS, husband and wife, (herein referred to as GRANTORS), do hereby grant, bargain, sell and convey unto CHICOS ENTERPRISES, LLC, an Alabama limited liability company, (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

See Exhibit "A" Legal Description

Subject to: (1) All ad valorem taxes due and payable October 1, 2020 and all subsequent years thereafter; (2) Mineral and Mining Rights not owned by Grantor; (3) All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record; (4) Current Zoning and Use Restrictions

\$275,000.00 of the purchase price was paid from the proceeds of a Purchase Money Mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever.

And the Grantors do for themselves and for their heirs, successors and administrators covenant with the said Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that they have a good right to sell and convey the same as aforesaid; that they will, and their heirs, successors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, We hereunto set our hand and seal on this the 21st day of February, 2020.

Lawrence L. Thomas
Lawrence L. Thomas

Shirley Thomas
Shirley Thomas

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lawrence L. Thomas and Shirley Thomas, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of February, 2020.

Notary Public
NOTARY PUBLIC
My Commission Expires 8-21-23

<https://mail.google.com/mail/u/0/#inbox/WhcKJVqr0xJFGJqpZnNvXqLVjVZxTGRVbVwTvmFxrLsZnBZHzBTWJgRKhNCGwNG?projector=1>

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MS Lessee Initials

JA Lessor Initials



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EXHIBIT "A"

Legal Description:

That part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: From the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 230.80 feet to the point of beginning; thence turn an angle to the left of 91 deg. 35' 33" and run in a Northwesterly direction for a distance of 100 feet; thence turn an angle to the right of 83 deg. 51' 45" and run in a Northeasterly direction for a distance of 363.25 feet to a point of intersection with the West right-of-way line of Alabama Highway #119; thence turn an angle to the right of 96 deg. 13' and run in a Southerly direction along said right-of-way line for a distance of 148.85 feet to a point of intersection with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an angle to the right of 91deg. 30' 48" and run in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 361.10 feet to the point of beginning.



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EXHIBIT B
"The Sign Location"



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CP Lessor Initials