

Inst # 2010038239 Fri Sep 03 11:17:04 CDT 2010  
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Lancaster County, NE Assessor/Register of Deeds Office LEASE  
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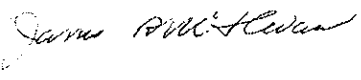
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THE **LAMAR** COMPANIES

Lamar Co # 243 RENEWAL LEASE 990-01

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

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James R. McIlwain

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 17 day of AUGUST, 2010, by and between:

**SEA BREEZE LAND DEVELOPMENT COMPANY**  
(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

**WITNESSETH**

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, 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 local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of LANCASTER, State of NEBRASKA, more particularly described as: **The space necessary for the Lessees sign on the Lessors property at 2595 North 27th St. being the Northeast corner of the Lessors property described as Lot 2, Block 1, Kimco Industrial Park.**

1. This Lease shall be for a term of **FIVE (5) years** commencing on **NOVEMBER 12, 2010** and ending on **NOVEMBER 11, 2015**

2. **LESSEE** may renew this Lease, for an additional term, of equal length, on the same terms and conditions. Said renewal term shall automatically go into effect unless either party gives written notice of non-renewal at least thirty (30) days prior to the expiration of the original term.

2. **LESSEE** shall pay to **LESSOR** an annual rental, to be paid in advance, according to the following schedule:

**Years 1-5 \$2600.00 per year, paid yearly in advance**

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-premise advertising structure(s), other than **LESSEE'S**, on property owned or controlled by **LESSOR** within two thousand (2000) feet of **LESSEE'S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. 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** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the 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** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the 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 premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **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**.

7. In the event of any change of ownership of the property herein 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. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and 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 sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to 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 herein.

11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, 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.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

EXECUTED BY LESSOR IN THE PRESENCE OF:

SEA BREEZE LAND DEVELOPMENT COMPANY

Jacquelyn Grau  
Jacquelyn Grau

Steve Miers  
LESSOR'S PRINTED NAME  
[Signature]  
LESSOR'S SIGNATURE

ADDRESS: 6000 S. 56TH ST.

LINCOLN, NE 68516

ACKNOWLEDGEMENT

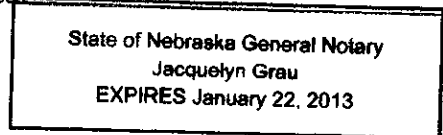
STATE OF Nebraska  
COUNTY/PARISH OF Lancaster

The foregoing instrument was acknowledged before me this 17th day of August, 2010 by Steve Miers, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Witness my hand and official seal, this 17th day of August A.D., 2010

Jacquelyn Grau  
Notary Public

My Commission Expires: 01-22-13



EXECUTED BY LESSEE IN THE PRESENCE OF:

THE LAMAR COMPANIES

\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
OFFICER'S SIGNATURE  
Scott Merton - GM  
OFFICER'S PRINTED NAME & TITLE

ACKNOWLEDGEMENT

STATE OF Nebraska  
COUNTY/PARISH OF Lancaster

The foregoing instrument was acknowledged before me this 19 day of August, 2010 by Scott Merton, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Witness my hand and official seal, this 19 day of August 2010

Tasha M Fifer  
My Commission Expires: May 4, 2013

