

OGB Hold

TENANT NOTICE LETTER

July 6, 2023

Via Email and US Mail: allamericanbillboards@yahoo.com
Attn: Kimberly Boyce
All American Outdoor
PO Box 3984
Springfield, MO 65808

Re: Billboard land lease with OGB Holdings, LLC (previously owned by Marsha Brachtenbach)

Dear Ms. Boyce:

As your letter dated June 28, 2023 reflects, OGB Holdings, LLC became the new owner of property in which All American Outdoor has an outdoor advertising lease agreement. We acknowledge receipt of payment through July 2024.

Please be aware that any further inquiries about use of the property and any future rent payments and correspondence should be directed as follows:

Attn: Larry Wilhite
OGB Holdings, LLC
189 Expressway Lane
Branson, Missouri 65616
417-337-7845

Rent Checks Payable to: OGB HOLDINGS, LLC

Sincerely,

Bethanie Schmelig
Director, Legal and Compliance

**BOYCE INVESTMENTS, LLC dba
ALL AMERICAN OUTDOOR ADVERTISING COMPANY
P.O. Box 3984 * Springfield, Missouri 65808
(918) 782-0700**

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT, dated May 8, 2020, is entered into by and between **John Lee Brachtenbach**, "Lessor", and Boyce Investments, LLC dba All American Outdoor Advertising Company, "Lessee".

WHEREAS John Lee Brachtenbach became successor as Lessor upon his purchase of property noted in the Legal Description below, in regard to the Outdoor Advertising Lease Agreement executed July 1, 1997 originally by and between All American Outdoor Advertising, Inc. and Bill Lee, recorded in Craig County in Book 448, Page 016, the purchase thereof recorded on Warranty Deed dated the 20th day of May, 2015, and recorded in the State of Oklahoma, Delaware County, in Book 0652 Page 573. A copy of the current Land Lease Agreement is attached and referenced as **Exhibit A-1 – Current Land Lease Agreement**.

WHEREAS Boyce Investments, LLC dba All American Outdoor Advertising Company became the rightful Lessee of existing Outdoor Advertising Lease Agreement aforementioned upon its purchase of the sign and lease rights from All American Outdoor Advertising, Inc. in July 2000.

NOW THEREFORE both parties, based upon the representation made above, and the covenants and conditions set forth herein, wish to amend the original agreement as follows:

1) Legal Property Description shall be updated to read:

A property located on US Hwy 60 and South 4440 Road in Craig County, Oklahoma, more particularly described as follows:


The Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 20, Township 25 North, Range 21 East of the Indian Meridian, according to the United States Government Survey thereof together with all the improvements thereon and the appurtenances thereunto belonging, SUBJECT TO oil, gas, coal, and mineral reservations of record or previously conveyed, easements and right-of-way of record or in place, restrictive covenants of record and zoning ordinances.

2) Term:

Both parties agree that the term of this Land Lease Agreement will be amended with the execution of this Amendment to a new 20-year term effective July 1, 2020. Existing lease term shall be in effect until this date. Following this term, this Land Lease Agreement will continue on subsequent renewal terms of 10-years, unless either party provides 120 advance written notice to the other terminating this Land Lease Agreement prior to the expiration date of any such term. Lessor's intent to renew the lease shall be assumed exercised unless timely notification is provided as previously outlined.

3) Consideration

Both parties agree to amend Consideration for Lessee's structure on Lessor's property identified as Lessee's Asset #45, containing two display faces to [REDACTED] per year. Lessee will increase the rental at the completion of every 5-year period by an amount equal to 3% with the first scheduled increase to be applied July 1, 2025 (for the 2025-2026 lease year).

 **KSIB**
JLB

4) Relocation Due to Road Expansion

Both parties agree to add the following Clause to the Agreement: In the event of road improvements during the term of this lease requiring the relocation of Lessee's advertising displays, Lessor grants to Lessee the right to relocate Lessee's advertising displays on the property at points on the property as comparable to the original placements as possible provided all regulatory requirements are satisfied. In the event of preexisting improvements or obstructions on the property, Lessee's advertising display to be relocated on the property at a placement whereby visibility and access to the advertising display to the intended roadway are optimized. All cost associated with any possible relocations will be the responsibility of Lessee. Lease will continue as written.

5) All other terms and conditions of the existing Land Lease Agreement shown in Exhibit A-1 shall remain in effect.

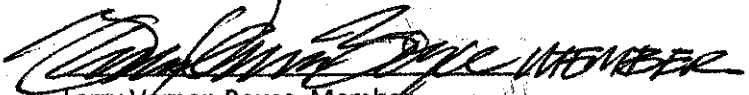
"LESSOR"


John Lee Brachtenbach


John Lee Brachtenbach


"LESSEE"

Boyce Investments, LLC dba
All American Outdoor Advertising Company


Larry Vernon Boyce, Member


Kimberly Sue Boyce, Member

Acknowledgments on Following Page


K.S.B.
J.L.B.

ACKNOWLEDGMENTS

Amendment to Lease Agreement between Boyce Investments, LLC dba All American Outdoor Advertising Company and John Lee Brachtenbach

STATE OF OKLAHOMA

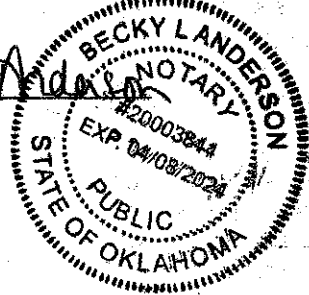
)SS.

COUNTY OF CRAIG

ON THIS 14th DAY OF May, 2020 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared John Lee Brachtenbach, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Becky Anderson
Notary Public



My Commission Expires:

4/8/2024

STATE OF MISSOURI

)SS.

COUNTY OF GREENE

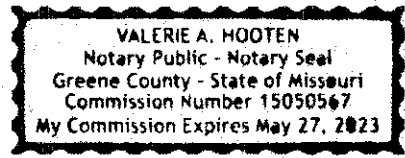
ON THIS 19th DAY OF May, 2020 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Larry Vernon Boyce, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Valerie A. Hooten
Notary Public

My Commission Expires:

May 27, 2023



STATE OF MISSOURI

)SS.

COUNTY OF GREENE

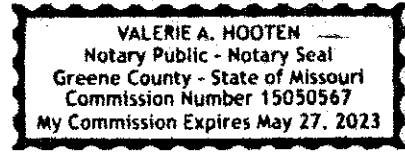
ON THIS 19th DAY OF May, 2020 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Kimberly Sue Boyce, to me known to be the identical person who subscribed her name and acknowledged to me that she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Valerie A. Hooten
Notary Public

My Commission Expires:

May 27, 2023



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JLB

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ALL AMERICAN OUTDOOR ADVERTISING, INC.
OUTDOOR ADVERTISING LEASE AGREEMENT

448 PAGE 016

This Outdoor Advertising Lease Agreement is executed this 1 day of July, 1997
by and between All American Outdoor Advertising, Inc. ("Lessee") and Bill Lee
("Lessor(s)").

Lessor(s) hereby lease to Lessee a tract of land described on Exhibit "A" hereto (the "Leased Premises") for the purpose of erecting and maintaining outdoor advertising structure(s) together with necessary easements, rights-of-way and access over and across Lessor's property surrounding or adjoining the Leased Premises for the construction, maintenance, servicing and removal of such advertising structure(s) and to provide electrical service to such structure(s), subject to the Terms and Conditions set forth herein.

1. Term. The term of this Lease shall commence on the later of the date first written above or the date of completion of the outdoor advertising structure (the "Structure") on the Leased Premises, including the connection of electric service to the Structure (the "Commencement Date"), and shall continue for a period of ten (10) years from the Commencement Date. Lessor also grants to Lessee an exclusive option to extend the term of this lease for two (2) successive periods of ten (10) years upon the same terms and conditions herein set forth by giving written notice of such renewal at least one hundred and twenty (120) days prior to the expiration of the then current lease term.

2. Consideration. As consideration for the rental of the Leased Premises, easements and rights on the terms provided herein, Lessor shall pay to Lessee the sum of \$ per month on the first day of each month following the Commencement Date at Lessor's address below or at such address as Lessor may designate in writing from time to time.

3. Construction of Structure. From and after the date first written above, Lessee shall diligently pursue the construction of the Structure, including obtaining all necessary state and local permits and the installation of electric service.

4. Title to Leased Premises; Quiet Enjoyment. Lessor covenants and warrants that Lessor is the sole owner of the Leased Premises and that legal title to the Leased Premises is vested in Lessor. Lessor shall indemnify and hold Lessee harmless from the claim of any third party(ies) to title, whether legal or equitable, or claim to the Leased Premises, and shall at its expense defend Lessee's interests and pay any judgment rendered against Lessee resulting from any such claim. Lessor covenants and warrants that so long as Lessee shall pay the rental as herein provided and perform the other covenants of this Lease, Lessee shall have, hold and enjoy the use of the Leased Premises for the term of this Lease and any extensions thereof. Lessor covenants and agrees not to erect nor permit any other party to erect any outdoor advertising structures or displays on any property owned or controlled by Lessor within a radius of twelve hundred feet (1,200) or such distance as may be specified, in any applicable rule, regulation, ordinance or statute, whichever is greater, of Lessee's Structure, nor to permit any obstruction of the view of Lessee's Structure by other structures such as cellular towers, nor to do or permit any act upon Lessor's property which would adversely affect Lessee's access to or the use and enjoyment of the Leased Premises. Lessee shall have the right, at its expense, to trim trees which might obstruct the visibility of the Structure or signs posted on the Structure.

5. Construction of Improvements by Lessor; Termination. In the event Lessor proposes the construction of a permanent building upon the Leased Premises, or upon the Lessor's property where the location of the Structure would violate any applicable zoning or building set-back requirements from the proposed building, Lessor may terminate this Lease upon ninety (90) days prior written notice which must be accompanied by a copy of Lessor's building permit, a copy of Lessor's building plans showing the

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encroachment of the building upon the Leased Premises, notice of the date construction will commence, and the refund to Lessee of any prepaid rental as of the construction commencement date. Lessee agrees to remove the Structure on or before commencement of actual construction of Lessor's building. Provided, however, that in the event Lessor does not pursue construction of the permanent building for a period of sixty consecutive days, then the notice of termination shall be ineffective and upon tendering to Lessor any previously refunded prepaid rental, Lessee shall have the right, at its option and upon notice to Lessor, to re-enter the Leased Premises to re-erect the outdoor advertising structure. Additionally, at the option of Lessee, Lessee shall have the right to charge Lessor for either the cost of re-erection of the Structure or the amount of monthly advertising revenue generated by the Structure (computed by determining the average monthly revenues generated by advertising placed on the Structure during the preceding twelve month period for each month remaining on this Lease term.

6. Condemnation. In the event that the Leased Premises are condemned by any condemning authority or sold under threat of condemnation by any condemning authority, this Lease shall terminate as of the date that such condemning authority takes actual possession of the Leased Premises and Lessor shall refund to Lessee any prepaid rental as of such date. Lessee shall be entitled to recover from such condemning authority payment for the loss of its leasehold interest, loss of the Structure, and for all other losses to which Lessee shall be entitled under applicable law.

7. Ownership of Structure; Removal. Lessee and Lessor acknowledge and agree that the Structure and all materials and equipment placed upon the Leased Premises by Lessee are and shall remain the property of Lessee and shall not be considered "fixtures" of the property, and may be removed by Lessee upon the termination of this Lease or any extension thereof or within a reasonable time thereafter. In connection with such removal, removal shall be accomplished by Lessee cutting the supports for the Structure at any point six inches below the then existing grade level and returning the Leased Premises to such condition as it was in on the Commencement Date.

8. Insurance. Throughout the term of this Lease or any extension thereof, Lessee shall keep in full force and effect public liability insurance covering bodily injury and physical property damage resulting from the negligence or willful act of Lessee's agents, servants and employees in the construction, maintenance, repair, servicing or removal of the Structure. Lessor agrees to hold Lessee harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of Lessor or its agents, servants and employees.

9. Notice of Default; Cure. In the event that Lessee or Lessor shall default in the performance of any term of this Agreement, the non-defaulting party shall promptly give notice in writing to the defaulting party. In the event that the defaulting party shall fail to cure such default within twenty (20) days of the receipt of written notice of default, the non-defaulting party may, at its election, declare that this Lease is terminated.

10. Notices. Any written notice to be given to Lessee under the terms of this Lease shall be mailed by certified mail, return receipt requested, to All American Outdoor Advertising, Inc., 8702 East 91st Place, Tulsa, Oklahoma 74133, and to Lessor at the address set forth below, or to such other address as Lessee or Lessor may designate in writing.

Lessor

Lessee

By:

Bill Lee
RT 2 Box 425-6

By:

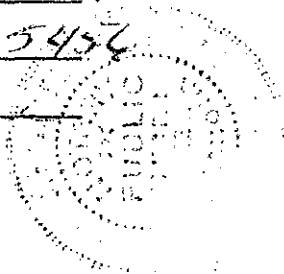
Gary L. Johnson
Gary L. Johnson, President

Address:

VINITA OK 74301
918-256-5457

X-73447

9/10/97
Peggie L. Jones
my Commission Expires



MY COMMISSION EXPIRES 4-19-00
J.B.

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(10) location at 300th Ave
Saginaw location per year
A.L.D. B.L. 7-1-97

S 2 of Section 20
Twp 25 N
Range 21 E

STATE OF OK COUNTY OF CRAIG
FILED FOR RECORD IN THE
OFFICE OF COUNTY CLERK VET.

SEP 11 1997

TIME 2:10 O'CLOCK P.M.
Tammy Malone, County Clerk
By Theresa A. [Signature] Deputy

[Signature] KCB
J.B.

RE: LEASE, B448, P016-018; T 35N, R 21E
132481

Sec. 20: S e s e s e

BOOK 0476 PAGE 156

AMENDMENT TO LEASE AGREEMENT

This Agreement is by and between Bill Lee, the owner(s) of a parcel of real estate in Craig County, Oklahoma, and All American Outdoor Advertising, Inc., who are the parties to a lease agreement dated July 1, 1997.

In consideration of Ten Dollars (\$10.00) and other valuable consideration acknowledged as received by Lessor, the parties do hereby agree to amend the above mentioned lease agreement to specifically provide: "The rights and obligations herein shall bind and inure to the benefit of the parties, their heirs, successors and assigns."

Executed as their free act and deed this 3 day of July, 2000.

STATE OF OKLAHOMA
COUNTY OF CRAIG
FILED FOR RECORD IN THE
OFFICE OF COUNTY CLERK, VINITA

LESSORS:

Bill Lee

LESSEE:

JUL 06 2000

ALL AMERICAN OUTDOOR
ADVERTISING, INC.

TIME 11:49 O'CLOCK A.M.
Mary Malone, County Clerk
Deputy

By: James L. Spain
Title: President

STATE OF OKLAHOMA)
)ss.
COUNTY OF Beavers)

On this 3 day of July, 2000 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Bill Lee, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Lois L. Hopper
Notary Public

My Commission Expires:

June 2001

gravisleaseagr.amc

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