Lamar Co # 402

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

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James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 2:5f day of 571, 2019, by and between:

CEMPRO, LLC

(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.

The Premises are a portion of the property located in the County/Parish of Tulsa, State of Oklahoma, more particularly described as:

See Exhibit A attached for legal description of billboard easement area owned by LESSOR

- 1. This Lease shall be for a term of twenty (20) years commencing upon LESSEE constructing the New Sign as provided in Section 12 below.
- 2. LESSEE shall pay to LESSOR an annual rental of veers. each, payable in monthly installments 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-premise advertising structure(s), other than LESSEE'S, on Premises or 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 to be constructed or maintained on the Premises. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option after thirty (30) days prior written notice to LESSOR.
- 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 it is the owner of an easement (the "Easement") covering certain land of which the Premises is a part 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. A copy of the Easement is attached hereto as Exhibit "A". 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. This Lease is the entire agreement. Neither LESSOR nor LESSEE shall be bound by any agreement or representation expressed or implied not contained herein. Following acceptance of the lease by both parties, it shall inure the benefit of and be binding upon the parties hereto and their respective tenants; heirs, successors, personal representatives, executors, administrators and assigns.
- 7. In the event of any change of ownership of LESSOR'S interests under the Easement, 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 except for obligations and liabilities accruing or occurring prior to any such assignment. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

- 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 contained within the Premises adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
- 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 surrounding property or personal property at the Premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear. LESSEE agrees to indemnify LESSOR 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 LESSEE herein.
- 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.

1. Prior to LESSEE removing its sign, and for two (3 o match any bona fide agreement of LESSOR with a thinocrtion of the leased Premises. LESSEE has seven (7) doy such third party to match the terms of such agreement.	 years after such removal, LESSOR grants LESSEE a first right of refusal rd party for the purpose of permitting off-premise outdoor advertising on any ays after LESSOR provides to LESSEE a copy of such agreement executed
12.	
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LESSOR at the request of either party, provided, no Memorandum of Lease submitted by the other party with	ite a Memorandum of Lease in a form mutually agreeable to LESSEE an overver that if a their party fails to approve or request revisions to a form in fifteen (15) business days of receipt thereof, the requesting party may the smitted to the other party in the land records of Tulsa County, Oklahom is recorded in the land records of Tulsa County.
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LESSEE: THE LAMAP COMPANIES BY: VICE-PRESIDENT/GENERAL MANAGER	LESSOR: CEMPRO, LLC BY: Phillip B. Allen, Manager
	DATE: 912112019
DATE/0 13 120/9	9/9 747 8700 LESSOR'S TELEPHONE NUMBER
	73035 9200
•	LESSOR'S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER
	W-9 Name (as shown on your Income Tax Return)
	Tax ID Parcel # (for land on which sign is located)
Address of LESSEE: 7777 East 38th Street Tules OK 74145	Address of LESSOR: 4835 South Peoria, Suite 200 Tulsa, OK 74105

Witnesses (LESSEE)



Tulsa County Clerk - Michael Willis Ooc # 2019019569 Page(s): 12 03/13/2019 03:56:00 PM Receipt # 19-12917 Fee: \$ 35.00

PERPETUAL OUTDOOR ADVERTISING SIGN EASEMENT

RECITALS:

- A. Grantor is the owner of certain real property located in Tulsa County, Oklahoma, more particularity described on "Exhibit A" attached hereto and made a part hereof (the "Property").
- B. Grantee desires that Grantor grant to Grantee a perpetual easement for the purposes of constructing, operating, maintaining, repairing and replacing the existing and any future outdoor advertising sign on a portion of the Property more particularly described on "Exhibit B.1" and depicted on "Exhibit B.1" all attached hereto and made a part hereof (the "Easement Tract").
- C. Grantor is willing to grant Grantee a perpetual easement over the Property for such purposes all in the manner and subject to the terms and conditions hereof.

AGREEMENTS:

NOW, THEREFORE, for the sum of Ten and NO/100 dollars (\$10.00) paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Binding Effect of Recitals. The above recitals are incorporated into this Agreement by reference and made a part of the agreements hereto.
- Easement. Grantor does hereby grant, bargain, sell and convey to Grantee, its grantees, lessees, successors and assigns: (a) an exclusive perpetual easement upon, over, under, through and across the Easement Tract for outdoor advertising sign purposes, including, without limitation, the construction, erection, operation, maintenance, repair, replacement and/or relocation of an outdoor advertising sign (the "Sign"); without limiting the foregoing, Grantee shall have the right to construct, erect, install, reinstall, enlarge, operate, use, power, remove, replace and relocate at any time and from time to time, the Sign, together with any and all structures, devices (communications or otherwise), equipment, apparatus and connections whatsoever thereto or thereon, or otherwise needed, desired or required for the construction, erection, operation, maintenance, repair or replacement of the Sign, and for the further purpose of enabling Grantee to do any and all things reasonably necessary for such construction, erection, operation, maintenance, repair, replacement or relocation of the Sign, including, without limitation, the right to modify or change advertising faces, including changeable copy faces or digital faces as allowed by local or state laws; (b) a non-exclusive perpetual easement upon, over, under, through and across the Property to allow Grantee the ability to connect to or use any existing or future electrical source or other necessary utilities or services, including, without limitation, communications services and to install, erect, connect, operate, repair and replace wiring (electrical, communications, or otherwise), conduit, switchgear, and related apparatuses reasonably necessary or convenient to serve any power, lighting, communications or other utility needs of the Sign or attendant equipment; (c) a non-



exclusive perpetual easement upon, over and through the Property to allow Grantee from time to time to trim, clear and/or remove trees, bushes, vegetation, improvements, structures or other obstructions in order to enhance views of the Sign or prevent obstruction of the Sign from the adjoining highway (currently known as the US 64/SH 51) as the same is reconstructed or relocated from time to time; and (d) a non-exclusive perpetual easement upon, over and through the Property to provide Grantee with the right of ingress and egress over the Property, including, without limitation the right to build temporary roads or bridges along the frontage of the Property, to the extent reasonably necessary to obtain access to and from the Easement Tract or to exercise the other easement rights conferred in subparagraphs (a), (b) and (c) above (all of such easements and rights described in subparagraphs (a), (b), (c) and (d) above being herein collectively referred to as the "Easement"). TO HAVE AND TO HOLD, the Easement, together with and singular the rights and appurtenances thereunto and anywise belonging, subject to each of the terms and provisions hereof, unto Grantee, its grantees, lessees, successors and assigns in perpetuity. The Easement and Grantee's rights thereunder shall be prior and superior at all times to any mortgage or lien granted or suffered by Grantor on the Property. Grantor shall take such actions as are necessary to ensure Grantee's priority as aforesaid. Grantee acknowledges and agrees that to the extent reasonably possible, it will exercise the rights granted under subparagraph (d) above in a manner that minimizes any interference or disruption of Grantor's operations on the Property.

- Use; No Interference. The easement shall be for the sole benefit of Grantee and its respective grantees, lessees, successors, assigns, employees, contractors, agents, invitees, and licensees; provided, however, such easement is not intended nor shall the same be construed as creating any rights in or for the benefit of the general public. Grantee shall also have the right to grant, license and/or lease to any third party the right to use and/or occupy the Easement for any use or purpose for which the Grantee is granted and/or authorized hereunder. As further material consideration for the purchase of this Easement by Grantee and the remaining covenants of Grantee herein contained, the Grantor agrees for itself, its grantees, successors and assigns, that so long as this Agreement is in force and effect: (a) Grantor shall not construct, install or place, or permit to be constructed installed or placed on any part of the Property, any structure which, in the reasonable judgment of Grantee, obstructs or interferes in any way with the visibility of the Sign from the traffic moving in either direction along the adjoining highway (currently known as US 64/SH 51) as the same is reconstructed or relocated from time to time; (b) Except as set forth herein, Grantor shall not use the Property or any adjoining property owned or controlled by Granior or its affiliates, or any portion thereof for outdoor advertising; (c) Grantee shall have the right at any time, and from time to time, to mortgage, grant a deed of trust, or otherwise pledge or encumber Grantee's right, title and interest in, to and under the Easement and this Agreement, and to grant a mortgage lien or other security interest with regard thereto, specifically covering the Easement Tract, the Property (to the extent of Grantee's interest therein), and any improvements of Grantee located thereon. Notwithstanding anything to the contrary herein, Grantee agrees that the distance between the bottom of the sign face and the ground will not be less than thirty (30) feet without Grantor's prior written approval which shall not be unreasonably withheld, conditioned or delayed.
- 4. <u>Bioding Effect: Covenants Running with the Land.</u> The Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, lessees, successors, and assigns. The Easement shall be perpetual and each and all the covenants of the parties herein contained and all easements and rights granted herein shall be deemed to be covenants running with the land and are intended to and shall bind each and every person having any fee, leasehold or other interest in any part of the Property, as the case may be, at any time and from time to time.
- 5. Warranties of Owner: Sign Ownership. The Grantor does hereby warrant and represent to the Grantee, its successors and assigns, as follows: (a) that Grantor has full right and

authority to grant, execute and deliver to the Grantee, its grantees, successors and assigns, the Easement and this Agreement; (b) that the person executing this Agreement on behalf of Grantor has full right and authority to do so; (c) that the Easement Tract, the Property (to the extent of Grantee's interest therein), and all rights herein granted to the Grantee, its grantees, successors and assigns, are and shall be free and clear of any claims, liens, or other encumbrances; (d) that neither the execution of this Agreement nor the grant of the Easement will: (i) conflict with or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Grantor is a party; (ii) violate any restriction to which Grantor is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order; and (e) that Grantor will warrant and forever defend the interest of Grantee, its grantees, lessees, successors and assigns, in and to said Easement Tract and the Property pursuant to the Easement and this Agreement against Grantor, its grantees, successors and assigns and all person or person's whatsoever lawfully claiming or to claim the same. Grantee or any lessee, licensee or successor to Grantee, shall remain the owner of the Sign, all structures, equipment, materials and/or fixtures placed upon the Property or Easement Tract by Grantee, its agents or contractors and may remove the same from the Property or Easement Tract at any time. Grantee shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, erection, operation, maintenance, repair and replacement of the Sign including, without limitation, any necessary re-zoning, zoning variances or special exceptions (all of the foregoing being referred to collectively as the "Permits and Approvals"), at the sole discretion of Grantee. All such Pennits, Approvals and any nonconforming rights pertaining to the Sign or the Easement Tract shall be the property of Grantee. Grantor shall cooperate fully with Grantee with respect to obtaining any and all such Permits and Approvals, and Grantor shall execute all instruments and documents and take such actions as are necessary or appropriate to obtain any and all of such Permits and Approvals without payment of compensation therefor. Further, Grantor shall not take any action or fail to take any action that would in any manner hinder or prevent Grantee from obtaining the Permits and Approvals. Further, and with respect to Section 7 below, any permits or privileges granted by any governmental authority pursuant to a condemnation action or exercise of the power of eminent domain affecting the Easement Tract, the Property or the Sign and relating in any manner to the Easement Tract or the Sign shall be and remain the property of Grantee.

Indemnity. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney fees), due to the loss of life, injury to persons or damage to property occurring in connection with or arising from Grantee's use of the Easement Tract; provided, such indemnification shall not apply to claims, demands, actions, damages, liability or expenses caused by the negligence or wrongful conduct of Grantor or its officers, directors, employees, members, agents, contractors, licensees, invitees or tenants. Grantor shall indemnify, defend and hold Grantee harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney fees), due to the loss of life, injury to persons or damage to property, including, without limitation damage to the Sign, occurring in connection with or arising from the use of the Property by Grantor, its officers, directors, employees, members, agents, contractors, licensees, invitees or tenants; provided, such indemnification shall not apply to claims, demands, actions, damages, liability or expenses caused by the negligence or wrongful conduct of Grantee or its officers, directors, employees, members, agents, contractors, licensees, invitees or tenants. In any lease or grant of occupancy of the Property, Grantor shall require such tenant or occupant to indemnify Grantee against any damage to the Sign caused by the negligent or willful act of such tenant or occupant, their agents, employees, invitees, licensees, successors or assigns, and shall require said tenant or occupant to maintain liability insurance with commercially reasonable limits of coverage.

- 7. <u>Condemnation</u>. In the event the Easement Tract or the Property and the improvements and equipment thereon, including, without limitation, the Sign, or any portion thereof, are taken by the exercise of eminent domain or in condemnation proceedings, Grantor shall be entitled to that portion of the award or compensation pertaining to the taking of the real estate and Grantee shall be entitled to that portion of the award or compensation attributable to the Easement and any related improvements or equipment situated thereon. Further, in the event the Easement Tract or the Property and the improvements and equipment thereon, including, without limitation, the Sign, or any portion thereof, are taken by the exercise of eminent domain or in condemnation proceedings, Grantee shall be entitled to relocate the Sign on the Property to a location satisfactory to Grantee, provided the same is located within four hundred (400) feet of US 64/SH 51.
- 8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended unless in writing signed by all parties hereto. Each of the parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed for or against any of the parties by reason of their participation in the drafting of this Agreement.
- of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.
- 10. Governing Law; Time of the Essence. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Time is specifically deemed to be of the essence with respect to this Agreement.
- 11. <u>Attorney's Fees.</u> If it should be necessary for a party to employ an attorney to enforce its rights or to restrain the violation of this Agreement or any provision hereof or in the event of a default, the non-prevailing party in any legal action shall reimburse the prevailing party for its reasonable attorney's fees and court costs incurred, including any appeals, as may be determined by any court of competent jurisdiction.
- 12. <u>Severability.</u> Every provision of this Agreement is intended to be several. In the event that any provision of this easement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this easement.
- 13. Headings. The headings set forth in this Agreement are for convenience and reference only, shall in no way define or limit the scope or content of this easement or the respective provisions hereof and shall not be considered in ay construction or interpretation of this easement or any part hereof.
- 14. <u>Assignment.</u> Grantee and its grantees, successors and assigns shall have the right to sell, assign, lease or otherwise transfer the Easement and this Agreement; provided, Grantee shall provide Grantor with written notice of any such transfer setting forth the name, address and contact information of the assignee. Any assignment shall not be effective as against Grantor unless and until the above required notice is provided. Upon any such assignment, transfer or conveyance, Grantee shall be

released of any and all liability or obligations with respect to the Easement Tract or under this Agreement.

- 15. Perpetual Duration and Amendment. The easements set forth in this Agreement shall be perpetual in duration and no term or provision of this Agreement shall be changed, terminated, modified or amended except by an instrument in writing executed by the parties hereto or their successors and assigns.
- 16. <u>No Dedication</u>. This Agreement and any easement herein granted is not and shall not be deemed to be a public dedication, and no party shall have any rights in, to or under this Agreement except as expressly permitted or granted hereunder.
- 17. <u>Approval Rights.</u> Unless otherwise expressly provided herein, whenever approval of a party is required, such approval shall not be unreasonably withheld, conditioned, or delayed.
- 18. <u>Non-waiver</u>. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 19. <u>Relationship of Parties.</u> Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render any of the parties liable for the debts or obligations of the other.
- 20. <u>Notices.</u> All notices or other communications which may be given or which are required to be given hereunder by either party to the other party shall be deemed duly given when reduced to writing, dated and either: (i) personally delivered to any party, (ii) sent by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the intended recipient at the address specified below, or (iii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the intended recipient at the address specified below. Notices shall be deemed effective when actually delivered in person or three (3) days after being deposited in the U.S. Mail (in accordance with the terms hereof), and one (1) day after being deposited with a nationally recognized carrier service for overnight delivery. For the purposes of this Agreement, the addresses of the parties are as follows (unless changed by a similar notice in writing given by the particular party whose address is to be changed):

If to Grantor:

HW Allen Co., LLC 4835 South Peoria, Suite 200 Tulsa, Oklahoma 74105

Attn: Philip B. Allen

If to Grantee:

Cempro, LLC

4835 South Peoria, Suite 200 Tulsa, Oklahoma 74105 Attn: Philip B. Allen

21. <u>Default.</u> In the event either party defaults under any provision of this Agreement, the non-defaulting party as a condition precedent to pursuing remedies for a default under this Agreement must give the defaulting party written notice of such default. The defaulting party shall have thirty (30) days from receipt of such notice to cure the default. If the default is timely cured, then this Agreement shall continue in full force and effect. If the default is not timely cured, then the non-defaulting party

may pursue all available remedies at law and in equity, including, without limitation, termination of this

Agreement.

- 22. <u>Leases</u>, Grantor and Grantee acknowledge and agree that the Easement Tract is currently encumbered by that certain Lease between Grantor and the Lamar Companies dated August I, 2011, (the "<u>Lease</u>"), as assigned. Further, the Lease has been assigned by Grantor to Grantee by virtue of that certain Assignment and Assumption of Lease of even date herewith. Grantee accepts the Easement granted herein subject to the rights of Lessee under the Lease. Further, Grantee shall have the right to lease the Easement Tract for the purposes described in Section 2 hereof and without limiting the generality of the foregoing Grantee shall have the right to extend, renew and/or modify the Lease and enter into new leases from time to time.
- 23. Non-Use Not Termination. Grantee, in its sole discretion may determine whether or not to use the Easement for the purposes described in Section 2 hereof. Any non-use of the Easement by Grantee, its lessees, grantees, successors or assigns shall not be considered a breach of this Agreement or an abandonment of the Easement by Grantee. Notwithstanding the foregoing, if the existing outdoor advertising sign is removed from the Easement Tract and no replacement sign is constructed on the Easement Tract for a period of four (4) consecutive years and no negotiations for a replacement sign have occurred for four (4) consecutive years, this Agreement shall terminate.
- Right of First Refusal. During the term of this Agreement, Grantee grants to Grantor's first transferee of the Property ("Purchaser") a one-time right of first refusal to match any bona fide thirdparty offer to acquire all of Grantee's right, title and interest under this Agreement, which Grantee desires to accept. Grantee shall give written notice of such offer to Purchaser and shall attach to the notice the tendered contract, or true and correct copy thereof, that contain all necessary elements and information to constitute a legally binding contract obligating the purchaser to perform, and containing the signature of said purchaser. Purchaser shall have ten (10) business days from receipt of the notice of third-party offer in which to exercise the one-time right of first refusal by notifying Grantee in writing thereof. If Purchaser has not given said notification to Grantee within the ten (10) business day period. Grantee may proceed with the sale to said third-party or entity and Purchaser shall have no further right of first refusal herein or otherwise. If Purchaser shall elect to exercise the one-time right of first refusal by notifying Grantee in writing thereof within the ten (10) business day period, the sale shall be consummated on the closing date and under the same terms and conditions contained in the contract from said third party or entity. The right of first refusal granted herein is a one-time right and not a continuing right of first refusal and shall terminate upon Purchaser's failure to exercise the one-time right within the ten (10) business day period, including, without limitation the scenario in which the third-party or entity fails to consummate the transaction. Further, the right of first refusal granted herein is personal to Purchaser and shall terminate upon Purchaser's sale or lease of all or a portion of the Property to a thirdparty. This Section and the rights granted herein shall apply to the potential acquisition of all of Grantee's right, title and interest under this Agreement, but shall not apply, and Purchaser shall have no right of first refusal under this Section under any of the following circumstances: (a) Purchaser is in default of this Agreement; (b) any transfer under any deed, testamentary or trust document to any family member of Grantee or Grantee's owners or principals; (c) any merger, acquisition or consolidation of Grantee of substantially all of its assets (unless the Property is the sole asset); (d) any transfer by foreclosure or deed in lieu of foreclosure; or (e) any transfer to entities or persons owned or controlled by the equity owners or principals of the Grantee, including intra-party and intra-family transfers; (f) any offer for the purchase is made by a governmental or quasi-governmental entity in an eminent domain/condemnation contract; or (g) Purchaser has assigned its interest under this Agreement or sublet substantially the whole of the Property.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGES TO FOLLOW

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SIGNATURE PAGE TO PERPETUAL OUTDOOR ADVERTISING SIGN EASEMENT

HW ALLEN CO., LLC An Oklahoma Limited Liability Company

By: Philip B. Allen
Manager

"Grantor"

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 12 day of March. 2019, by Philip B Allen as Manager of HW Allen, Co., LLC, an Oklahoma limited liability company.

(SEAL)

Commission Expires:

NANCY A. TURKEY
Noticy Public
Stein of Oxidentime
Commission #050072246
Expired March 07, 2025

SIGNATURE PAGE TO PERPETUAL OUTDOOR ADVERTISING SIGN EASEMENT

CEMPRO, LLC An Oklahoma Limited Liability Company

By: Philip B. Allen
Manager

"Grantee"

STATE OF OKLAHOMA)
) <u>s</u> s
COUNTY OF THE SA	}

This instrument was acknowledged before me on this 13 day of March, 2019, by Philip B. Allen as Manager of Cempro. LLC, an Oklahoma limited liability company.

(SEAL)

Commission Expires: Notary Public

No



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lot One (1), Block One (1), 21ST AND BROKEN ARROW ADDITION, a Subdivision in the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat No. 5153.

Physical Address: 2740 East 21st Street, Tulsa, Oklahoma, 74114

EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT TRACT

A tract of land located in Lot 1, Block 1, "21ST AND BROKEN ARROW ADDITION", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5153, as filed in the records of the Tulsa County Clerk's office, more particularly described as follows:

Beginning at the southeast corner of Lot 1, Block 1, "21ST AND BROKEN ARROW ADDITION", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma;

Thence S 90°00'00" W along the south line of said Lot 1, Block 1 a distance of 107.21 feet;

Thence N 00°00'00"E a distance of 106.28 feet;

Thence N 29°02'14" W a distance of 47.23 feet:

Thence N 58°23'50" E a distance of 33.50 feet to the east line of said Lot1, Block 1;

Thence S 31°36'10" E along the east line of said Lot 1, Block 1 a distance of 193.89 feet to the "Point of Beginning".

Said tract contains 9,941 square feet or 0.2282 acres.

The non-astronomic bearings for said tract a based on a recorded plat bearing of S 31°36'10" E along the east line of Lot 1, Block 1, "21ST AND BROKEN ARROW ADDITION", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5153, as filed in the records of the Tulsa County Clerk's office.

OAC : OCT 3 0 2019

EXHIBIT "B.1"

DEPICTION OF THE EASEMENT TRACT

