

Vital Outdoor Advertising, Inc.
 PO Box 2615
 Edmond, OK 73083
 405/844-7446 realestate@vitaloutdoor.com

Lease # 1031
 (Kilpatrick #1 - West Side)

Billboard Land Lease

This agreement is made this 16th day of April, 2019, by and between Cedars Group LLC (hereinafter called "LESSOR") and Vital Outdoor Advertising, Inc. (hereinafter called "LESSEE").

1. **PREMISES.** LESSOR does hereby lease and demise to LESSEE space for outdoor advertising purposes a portion of the real property located adjacent to the right of way of Kilpatrick Turnpike in Oklahoma City Township, Canadian County, State of Oklahoma at a location mutually agreeable to the parties in the section of the property at such location, more particularly described as: T11N R05W S03 NE4 A#6 PT NE4 BEG @ SW/C, TH N2009.13' SE2336.29' W1151.83' TPB
2. **TERM.** The term of this Lease shall be for Ten (10) years beginning on the first day of sign structure(s) completion, subject to the conditions of Paragraph 10 hereof.
3. **RENTAL.** The minimum annual rental payable during the term shall be and /100 Dollars or Lessor shall receive of Gross annual sales, whichever is greater per year. Minimum Payments shall be made in two equal installments of on the first day of each half calendar year. The Percentage option will be calculated at the end of each calendar year. Lessee will have 30 days to calculate and send payment to Lessor if the greater percentage option is reached and over the annual minimum rental.
4. **RENEWAL OPTION.** LESSEE shall have the option to renew this lease at the end of the initial term on the same terms and conditions contained herein on a year to year bases not the exceed 3 additional ten (10) year terms. Such renewal(s) shall occur automatically unless written notification is provided by Lessee to the contrary.
5. **USE.** The Property is leased for the sole purpose of construction, operations and maintenance of outdoor advertising display(s) and any type of extension that would be directly mounted to the structure. LESSEE is herewith, subject to the conditions contained herein, the sole and exclusive right to display advertising copy on the Premises unless otherwise specified in this lease agreement. The LESSEE shall have the right to erect, place and maintain advertising sign structure(s) and equipment (including wifi or cellular) on the demised premises and to post, paint, illuminate in any way, and maintain advertisements on such structures. In the event of condemnation as further discussed herein, any structure installed by Lessee shall be considered a part of the Premises; otherwise, all structures, equipment and materials placed upon the said Premises by the LESSEE shall remain the property of, and may be removed by the LESSEE at any time prior to or within a reasonable time after the expiration of the term hereof or any extension hereof, provided LESSEE shall first give LESSOR no less than one business days prior notice of Lessee's intention to service, maintain, erect, replace or remove any sign structure, equipment or other property placed upon the Premises by LESSEE. LESSOR represents that he is owner of the premises and has right to grant LESSEE free access to the premises to perform all acts of necessary to carry on LESSEE's business. Lessor grants to Lessee the right of ingress and egress to and from the site for all purposes contemplated in this lease, including: (a) trimming, cutting or removing brush, trees, shrubs or any vegetation, and removing any obstructions which at all obscure the structure to the traveling public from the interstate, highway or street to which it advertises; and (b) establishing and/or providing all necessary utility service and any utility easement to the site and the structure(s).
6. **CONSTRUCTION.** Construction of the outdoor advertising structures shall be comprised exclusively of a steel single pole, or steel T beam, steel mono pole, or wood poles. All construction shall be performed by LESSEE or LESSEE's agents, at LESSEE's sole cost and expense, in strict conformity with all applicable federal, state and local laws, rules and regulations. LESSOR consents and grants to LESSEE the right to provide or establish electrical power to the site(s) and place incidental equipment or necessary additions on the premise to accommodate utility services to the advertising display.
7. **INSURANCE and INDEMNIFICATION.** LESSEE shall maintain, at LESSEE's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, replacement of the sign structure(s), equipment and other property placed on the Premises by LESSEE and all other occurrences arising out of LESSEE's use of the Premises. LESSEE shall indemnify and hold LESSOR and all of LESSOR's affiliated companies, officers, directors and employees (all of such entities collectively being included in the term "LESSOR" for the purposes of this Paragraph) from and against any and all liability arising out of LESSEE's use of, or act or omission in connection with, the Premises; and LESSOR indemnifies LESSEE for any damages or any other occurrence caused by LESSOR or its agents. Such

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indemnification shall include but not be limited to reimbursing LESSOR for all damages, costs, fees (including attorneys' fees), expenses and claims made against LESSOR arising out of LESSEE's use of the Premises. The obligation of LESSEE to indemnify LESSOR and hold LESSOR harmless shall survive the termination of this Lease Agreement.

8. RELOCATION OF BILLBOARDS. In the event the Premises on which an outdoor advertising structure is located is sold, leased, improved or developed so as to necessitate the relocation of the outdoor advertising structure, LESSEE agrees, at LESSEE's sole expense, to relocate said outdoor advertising structure to a reasonable location of like value and exposure on the premise.

9. TERMINATION. LESSEE shall have the right to cancel this Lease upon thirty (30) days prior written notice to LESSOR if LESSEE's signs or structures on the Premises become entirely or substantially obscured or destroyed through no fault of LESSEE and LESSEE chooses not to repair said signs; or in LESSEE's opinion the location becomes economically or otherwise undesirable; or the Premises become unsafe for maintenance of LESSEE's signs or structures, through no fault, act or omission of LESSEE; or a permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Premises; provided however, that if such conditions shall exist temporarily, including acts of God, then LESSEE may at its option, in lieu of the termination of this Lease, reduce the rent herein paid, to the sum of Five Dollars (\$5.00) per year, or postpone payment so long as such condition continues or structure is returned to working order. If LESSEE is prevented by any present or future law, regulation or ordinance from constructing or maintaining such signs on the Premises, this lease will terminate immediately. In the event of termination of this lease prior to the expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

10. CONDITIONS PRECEDENT TO LEASE'S EFFECTIVENESS. The term of the lease, and rental due hereunder, only upon LESSEE's receipt of all necessary permits for the erection or maintenance of such signs and upon the erection of said signs as LESSEE may desire to construct or maintain on the Premises; provided however, if such permits are not secured from any appropriate governmental authority, LESSEE shall at its option have the right to terminate this agreement upon fifteen (15) days notice in writing to LESSOR and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the unexpired term. LESSEE owns the rights to all permits for the sign(s).

11. LESSOR'S COVENANTS. LESSOR covenants to LESSEE that:

- (a) It has the authority to make this Lease;
- (b) It is knowledgeable and fully aware of any pre-existing leases, covenants or easements that would affect the property and/or billboard structure.
- (c) It will not permit any other billboards to be erected on the Premises;
- (d) It will not permit any shrubs, trees, vines, buildings, or other signs or billboards to be planted or erected on the Premises which would obstruct or materially impair the visibility of LESSEE's structure(s).
- (e) If the LESSOR has intent to sell this lease or easement associated for billboard advertising, the LESSOR agrees to give the LESSEE first right of refusal to purchase such.
- (f) If not (e), and there is a change in ownership of the property hereby leased, the LESSOR agrees to notify the LESSEE promptly of any such change and the LESSOR agrees to give the owner formal written notice of existence of this lease. All terms and conditions shall automatically transfer to the new owner.
- (g) shall give first right of refusal to match any other lease or easement on any property that they would like to use for outdoor advertising purposes.
- (h) shall have the right to cancel this lease if LESSEE has not started fabrication or construction within 9 months from the date of approval of any city, county and or state permit. If any governmental authority deny's LESSEE's permit application, this lease becomes null and void.

12. LESSEE'S COVENANTS. LESSEE covenants to LESSOR that it will:

- (a) Promptly pay rental as due pursuant to this Lease and abide by all of its terms and conditions;
- (b) Keep all signs, structures, billboard, equipment and related property placed on the Premises by LESSEE in good repair;
- (c) Use reasonableness in its cutting and trimming of trees, bushes, brush or other vegetation upon the Premises;
- (d) Use its best efforts to promptly attempt to procure all permits necessary for construction and maintenance of advertising structures on the Premises, all at LESSEE's sole cost and expense;
- (e) Not place in or on nor bring in or on to the Premises, any hazardous substance as such term is defined under state or federal law.
- (f) No competitive advertising allowed.

13. MISCELLANEOUS. The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require. This Agreement shall be binding on the respective successors and to the extent assignable on the assigns or nominees of the parties hereto. Any notice required or permitted to be delivered hereunder shall be deemed received

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When sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to LESSOR or LESSEE, as the case may be, at the addresses set forth at the beginning of this Agreement or, in the alternative, via hand delivery or any recognized overnight delivery service. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. This Agreement may be recorded in any public office or repository. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter. The Agreement and the terms and conditions herein may not be modified except by writing and signed by all parties hereto. LESSEE may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder. This Agreement may be executed in counterparts with each copy having the full force and effect as if one agreement were executed. This Agreement may be executed via facsimile with the same force and effect as if one agreement were executed concurrently by all parties in person.

Special Notes: Lessee Billboard Use: 1 Spot out of 8 (1/8th) when available, shall be given on one digital sign face for a period of 10 years for the sole purpose of advertising the property owners development located along and near Kilpatrick Turnpike, I-40, Mustang Road and SW 15th Street or for the property owners political candidates that they may endorse. If digital is not implemented, Lessee may use one of the available static faces until it is leased. Lessee shall pay for any design, vinyl ad printing and or installation to the billboard.

I, the undersigned, am authorized to execute a legal, binding contract pertaining to the aforementioned property.

Accepted and Agreed by LESSOR:

X [Signature]

Printed Name: A. Sam Coody

Date: X April 16 2019

Corporate Name (if applicable): CEDARS GROUP LLC

Address: 17917 N. Portland Ave., Edmond, OK 73003

Accepted and Agreed by Lessee:
Phone: 405-349-9551 Cell: 405-850-0532

E-mail: ajcoody@gmail.com

S.S.# or FEIN: 73-1497766

1030 Hill, LLC an Oklahoma Limited Liability Company

By: [Signature]
First American Exchange Company, LLC a Delaware Limited Liability Company, it's Manager

By: [Signature]
Mark A. Bullock, Counsel and Manager

Dated: 4-23-2019

Vital Outdoor Mailing: PO-BOX 2615, Edmond, OK 73083

Real Estate Representative: Justin Booher

STATE OF Oklahoma
COUNTY OF Oklahoma City

This instrument was acknowledged before me on this 16 day of April 2019 by

[Signature]
Notary Public

My Commission Expires: 5/21/2022
Commission No.: 18005119



STATE OF Utah
COUNTY OF Salt Lake

This instrument was acknowledged before me on this 23 day of April 2019 by Mark A. Bullock

[Signature]
Notary Public

My Commission Expires: 12/17/20
Commission No.: 692206

