

THE  COMPANIES

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

Renewal Lease # 5-1

James R. Mellwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 11th day of April, 2011, by and between Estate of Timmy Amos (hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, it successors or assigns, as much of the hereinafter described leased premises as may be necessary for the construction, repair and possible 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 telecommunication devices 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.

The premises are a portion of the property located in the County of Roanoke, State of Virginia, more particularly described as
US 220 North ½ South of Blue Ridge Parkway
Parcel ID Number 098.02-03-03.00-0000
Outdoor Advertising State Permit Number 20246

1 This Lease shall be for an original term of five (5) years beginning April 22, 2011 and ending April 21, 2016, unless sooner terminated as hereinafter provided.

After the original term of this lease, a year to year renewal term shall automatically go into effect and continue unless either party shall give written notice of non-renewal at least sixty (60) days prior to the expiration of the then current term.

2 LESSEE shall pay to LESSOR an annual rental for **eighteen hundred dollars and no/100 (\$1,800.00)** payable annually in advance in equal installments of eighteen hundred dollars and no/100 (\$1,800.00) each year. 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 allow any vegetation or erect any obstruction that may completely or partially obstruct the highway view of its sign. LESSEE is hereby authorized to remove any such vegetation or obstruction 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. 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 within sixty (60) days 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 carry on LESSEE'S business activities related to the sign. LESSOR is not aware of any 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 it is understood and agreed that the property shall be sold or transferred subject to LESSEE'S rights in and to any unexpired terms of the lease 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 to a mutually agreeable location on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE and any condemnation award for LESSOR'S property shall accrue to LESSOR.

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 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 required by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

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

13 SEE RIDER #1 FOR DEVELOPMENTAL CANCELLATION

THE LAMAR COMPANIES, LESSEE:

BY: 

VICE-PRESIDENT/GENERAL MANAGER

DATE: 4/21/2011

ESTATE OF TIMMY AMOS, LESSOR:

BY:  Executor
Executor of the Estate, Glenn Muncy

DATE: 4/21/11

(540) 397-0472
LESSOR'S TELEPHONE NUMBER

Chopper5@cox.net
EMAIL ADDRESS

ON FILE 61-6419819
SOCIAL SECURITY NUMBER

Address of LESSEE:
1545 Patrick Road
Roanoke, VA 24012

Address of LESSOR:
5403 Clearbrook Lane 6580 S Indian Grave Rd
Roanoke, VA 24014 Boones Mill, VA 24065

Witnesses (LESSEE)



Witnesses (LESSOR)





THE **LAMAR** COMPANIES

Lamar Co # 039 Roanoke, VA

This Instrument Prepared by
James R. McIlwain

Renewal Lease # 5-1

5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned Lessor Estate of Timmy Amos (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR COMPANIES (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated the 11th day of April 2011, leasing a portion of the premises located in the County of ROANOKE, State of VIRGINIA more particularly described as follows:

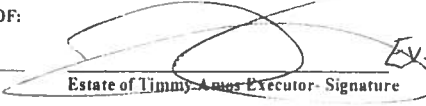
Route 220 North 1/2 mile South of Blue Ridge Parkway, Clearbrook
Tax ID # 098.02-03-03 00-0000

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provided for an initial term of five (5) years. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein. Lessor authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memoranda.

IN WITNESS WHEREOF, this instrument is duly executed on the date hereinabove specified

EXECUTED BY LESSOR IN THE PRESENCE OF:


Estate of Timmy Amos Executor - Signature
Glenn D. Muncy
Estate of Timmy Amos Executor - Printed Name

ACKNOWLEDGEMENT

STATE OF Virginia
CITY OF Roanoke

The foregoing instrument was acknowledged before me this 21st day of April, 2011 by Glenn D. Muncy, who is personally known to me or who has produced _____ as identification

Witness my hand and official seal, this 21st day of April, A.D. 2011


Notary Public

My Commission Expires 3/31/13

AARON J. BRADY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #360640
My Commission Expires 3/31/13

EXECUTED BY LESSEE IN THE PRESENCE OF:

THE LAMAR COMPANIES

OFFICER'S SIGNATURE



OFFICER'S PRINTED NAME & TITLE

ACKNOWLEDGEMENT

STATE OF Virginia
CITY/PARISH OF Roanoke

The foregoing instrument was acknowledged before me this 21st day of April, 2011 by Robert C. Hayes Jr. V.P., who is personally known to me or who has produced _____ as identification

Witness my hand and official seal, this 21st day of April, A.D. 2011


Notary Public
My Commission Expires 3/31/13

AARON J. BRADY
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #360640
My Commission Expires 3/31/13

THE  COMPANIES


Lamar Co # 039
Renewal Lease # 5-1


Rider # 1 to Lease dated the 11th day of April, 2011, by and between Estate of Timmy Amos, as Lessor and The Lamar Companies, as Lessee.

Any provision to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this lease upon one hundred twenty (120) days written notice and the return of any unearned rentals under the following circumstance:

Intention by the Lessor to construct upon the premises a permanent, substantial building requiring the removal of Lessee's sign, structure, and equipment.

This rider shall not apply to persons or entities with the power of eminent domain.


LESSOR *Executor*


LESSEE