INDEX NO. 1/2019

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COMPANIES

Lamar Co#

NYSCEF DOC. NO.

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

Lune Procetarion

James R. Mcllwain

## SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 10th day of October 2017, by and LIMITED

(hereinafter referred to as "Lessor") and THE "Lessee"), provides

(hereinafter referred to as

WITNESSETH

"LESSOR tereby leases to LESSEE, it successors or assigns, those premises described in Paragraph "4," when may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, and connections, supra 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 which described in Paragraph 4, 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 premises are a portion of the property located in the County/Parish of Manhettan State of New York more particularly described as: 566-568 Seventh Avenue:

## of the southern exterior wall of the Building facing West 40th Street

- This Lease shall be for a term of (5) years commencing on the first day of the calendar month following the date of completion of construction of the sign.
- LESSEE covenants and agrees to pay to LEEEOR, in lawful money of the United States, at the address specified above or such other place as Lessor shall designate by notice to Lessee, during the aforesaid term commencing or execution of this Lease a fixed rent for each Lease Year at the following annual rates of Fifty Five Hundred Dollars (\$5,500.00) per month or Sixty Six Thousand Dollars (\$66,000) per year, Known as Annual Guarantee Rent, for the 1<sup>st</sup> year starting from January 1, 2018 and thereafter, a 5% increase per year for the remaining years until the expiration of the initial term of this Lease, this monthly rent is known as the Guarantee Fixed Rent. Lessee shall pay to the Lessor a rent starting from October 6, 2017 to December 31, 2017 for an amount equal to Sixty Five Percent (65%) of the Gross Income from the Commercial Advertising Revenue which shall not be less than the Guarantee Fixed Rent. Thereafter, starting from the Commencement Date (January 1,2018), Lessee shall pay to the Lessor at the rates which shall be greater of the Guarantee Fixed Rent or the Sixty Five (65%) Percent of Additional Rent whichever is greater. The percentage rent shall take effect as soon as the first advertising copy is installed, with the first installment due on the first day of the month following commencement. Rent shall be deemed tendered five (5) days after mailing or upon 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 ten (10) 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 proceed as described in the Paragraph 21.

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