

*MARK
Billboard
Agreement

Lease Number TX-244

MH OUTDOOR MEDIA, LLC

SIGN LOCATION LEASE

1. This Lease agreement (the "Lease") is dated and entered into on this 9th day of August, 2019, between MARK ADAMS (hereinafter called "LESSOR") and MH OUTDOOR MEDIA, L.L.C., (hereinafter called "LESSEE"). LESSOR hereby leases and grants exclusively to LESSEE the following premises described as PT 4 1 TOWER TERRACE SEC 1, City of BAYTOWN, County of CHAMBERS, in the State of Texas (the "Property") (which may be more particularly described on the attached Exhibit "A"), for the purpose of accessing (by vehicle or pedestrian), erecting, constructing, installing, placing, operating, modifying, relocating, removing, and maintaining LESSEE'S sign(s) thereon including supporting structures, illumination facilities, electrical connections, service ladders and other appurtenances and ancillary equipment (the "Sign"). The Property shall include the area where the Sign is located, the surrounding area, and the airspace above the same.
2. LESSEE shall pay to LESSOR a rental amount of \$2,200.00 per year, payable in an annual installment. LESSEE's rental payments shall commence upon completion of construction of the Sign (the "Commencement Date"). 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(s) at the sole discretion of LESSEE. All such permits shall remain the property of LESSEE. LESSOR agrees to execute such other documents, including but not limited to, easements, permit applications, and memorandums, as may be necessary for LESSEE to construct, maintain, illuminate, and remove the Sign.
3. Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts or omissions of the indemnifying party or its agents, employees or contractors.
4. This agreement is a Lease, and all sign(s), structure(s), improvements and appurtenances thereto placed on the premises by or for the LESSEE, its agent or predecessor, shall remain the property of the LESSEE and LESSEE shall have the right to remove the same at any time during the term of the Lease and for a reasonable period after the expiration of the Lease term. If LESSEE removes its structure(s), only above grade portions of said structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Property by LESSEE.
5. The initial term of this Lease will be TWENTY (20) years beginning on the Commencement Date.
6. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, LESSEE shall, at its election and its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of LESSEE'S Sign and interest in the Property; (ii) relocate the Sign to a mutually agreed upon portion of LESSOR'S Property not acquired or to be acquired (LESSOR's consent to relocation of the Sign shall not be unreasonably withheld); and/or (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by LESSEE relating to the leasehold as improved with the Sign. LESSOR may not terminate this lease under any right or circumstance if the Property has been taken or is contemplated or threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. In the event the condemning authorities do not negotiate separately with LESSOR and LESSEE for their respective interests, then LESSOR shall not enter into any agreement with or accept any condemnation amount (or compensation in lieu thereof) from the condemning authorities without Grantor and Grantee first agreeing in writing to the total amount of the condemnation or compensation amount and to the respective sharing of such sum between LESSOR and LESSEE. LESSOR agrees to provide copies of any notices, appraisals, or other communications

related to any condemnation or threatened condemnation. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

7. LESSEE shall, at its option, have the right to terminate this Lease upon thirty (30) days notice in writing to LESSOR, and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term if (in LESSEE'S sole opinion) one of the following events occurs: (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action which precludes or materially limits use of the Property for outdoor advertising purposes; (c) LESSEE'S sign(s) on the Property become entirely or partially obstructed or destroyed; (d) the view of LESSEE's signs are obstructed or impaired in any way by any object or growth on the Property or on any neighboring premises; (e) the advertising value of the structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in, the direction of traffic past the Sign(s); (g) LESSEE is prevented from maintaining electrical power to the Property or illuminating its Sign(s); (h) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign(s), is impractical or uneconomical; or (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities.

8. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by LESSEE'S Chief Operations Officer or President. It is understood that this written Lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to this Lease. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE. The parties to this Lease expressly disclaim any reliance on all prior representations, understandings, and agreements relating to this Lease. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

9. This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties hereto. LESSOR warrants that LESSOR is the owner of the Property and has full authority to enter into this Lease. LESSOR agrees to notify LESSEE of any change of ownership of the Property or of LESSOR'S mailing address within thirty (30) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. Subject to the provisions of Paragraph 16 of this Lease, LESSOR shall not assign it's interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the Sign.

10. All rents are to be paid pursuant to this Lease and all notices are to be forwarded to the undersigned LESSOR at the address noted below the LESSOR'S signature. If there is any change in LESSOR'S address it is the sole responsibility of the LESSOR to inform LESSEE within fourteen (14) days of said change in order to avoid interruption of rental payments.

11. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Service by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within thirty (30) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in thirty (30) days, the defaulting party may continue such cure past thirty (30) days from notice if it commences such cure within fourteen (14) days from the notice and pursues such cure to completion.

12. Upon request of one of the parties to this Lease, LESSOR and LESSEE shall execute such other documents, including but not limited to, a short form memorandum of this Lease and/or subordination agreement for recording purposes. The party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

13. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Property.

14. LESSEE shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from the Property, which in any way impairs the operation, visibility or maintenance of the Sign. LESSOR agrees not to place any future improvements, including but not limited to, on premise signage, building appurtenances, or structures, which would diminish the visibility corridor necessary to maintain the visibility of the Sign to adjacent thoroughfares.

15. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term upon prior written notice by either party served no less than ninety (90) days and no more than one hundred eight (180) days before the end of such term.

16. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, LESSOR grants LESSEE the right of first refusal to match any offer acceptable to LESSOR for the use or purchase of the Property or any portion of the Property. A written copy of any such third party offer received by LESSOR shall be delivered to LESSEE by certified mail-return receipt requested. LESSEE shall then have twenty (20) business days from the date of receipt in which to match such offer by giving notice of acceptance to LESSOR.

17. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof, to be placed on the Property without prior written consent from LESSEE.

18. LESSOR covenants and agrees that LESSEE will at all times have peaceable and quiet enjoyment of the rights granted to LESSEE under this Lease without any manner of hindrance from LESSOR or any person claiming the Property by, through or under LESSOR.

19. The venue for any litigation arising out of this Lease shall be in Harris County, Texas. If LESSEE brings any legal proceedings for the enforcement of this Lease, or concerning any breach or default of this Lease, and LESSEE is the prevailing party, then LESSEE shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such proceeding from LESSOR, in addition to any other relief to which LESSEE may be entitled.

20. Special Provisions:

LEASE TERMS; YEARS: 1-10 PAID ON AN ANNUAL YEARLY BASIS OF \$2,200.00 PER YEAR
YEARS: 11-20 PAID ON AN ANNUAL YEARLY BASIS OF \$2,400.00 PER YEAR

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

LESSEE:

Printed Name, Title

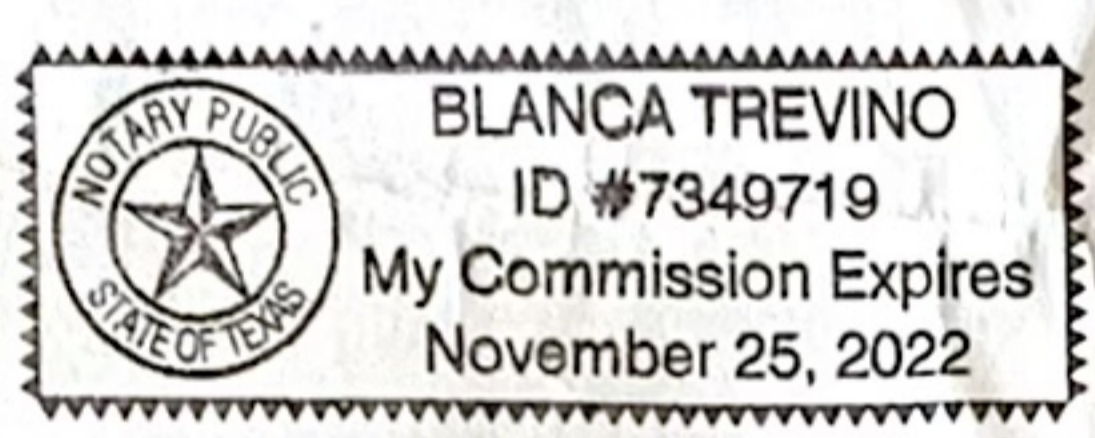
[Signature] COO 1-16-20

Signature

MH Outdoor Media LLC
11750 Katy Freeway, Suite 1300
Houston, Texas 77079
281-596-6458
jburkett@machaik.com

STATE OF Texas
COUNTY OF HARRIS

This instrument was acknowledged before me on the 16th day of JANUARY, 2020 by MARSHALL HENDERSON of M H Outdoor Media LLC on behalf of said corporation.



[Signature]
Notary Public

LESSOR:

Printed Name, Title MARK ADAMS
Mark Adams

Signature

Address 2219 W. OSAGE BAYTOWN, TX. 77523

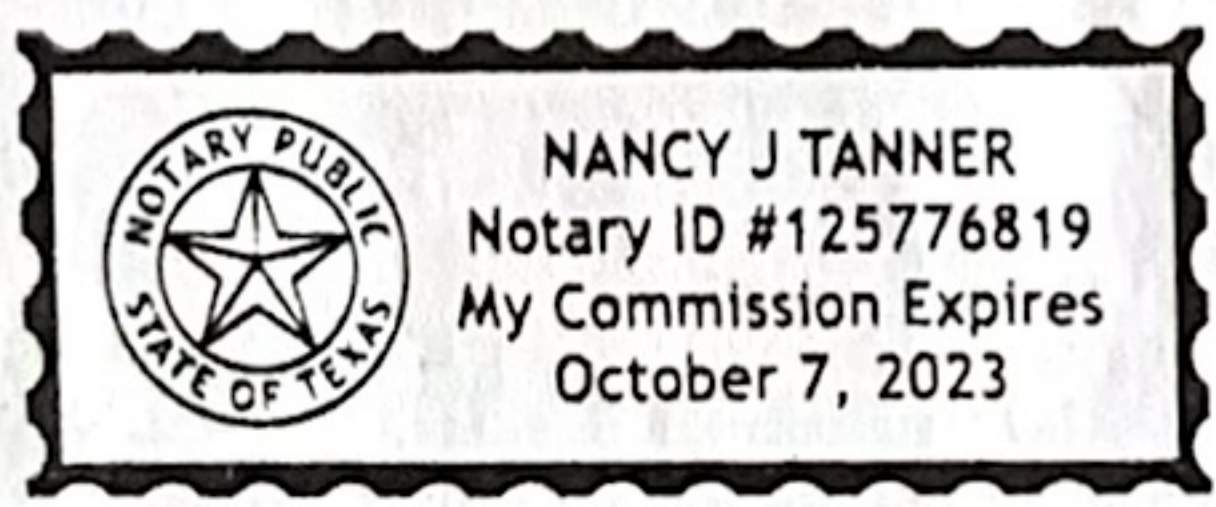
Phone Number 281-662-5907

Email

Social Security No. or Federal Tax ID No. 449 808462

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 6 day of 11, 2019 by Mark Adams of N/A on behalf of said corporation.



[Signature]
Notary Public

**AMENDMENT
TO LAND LEASE AGREEMENT
(Lease# TX-224)**

This Amendment ("Amendment") to that certain Land Lease Agreement (collectively with all other amendments and/or addenda thereto, the "Lease"), is entered into by and between MARK ADAMS. ("Lessor") and MH OUTDOOR MEDIA LLC, ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee desire to enter into this Amendment to amend and modify certain terms of the Lease.

AGREEMENT

1. Lessor and Lessee hereby agree to a one-time payment of \$18,000.00. This payment is for a 99 year lease and future easement. The 99 year lease can be converted into a permanent easement at any time by the LESSEE No additional monies are required for the LESSOR for the easement.
2. Rental for the extension period will be paid in advance in the amount of EIGHTEEN THOUSAND DOLLARS AND NO/100 DOLLARS (\$18,000.00).
3. The parties hereby ratify the Lease and except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

*EASEMENT
Filed 1-4-22*

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

LESSEE: MH OUTDOOR MEDIA, L.L.C.

LESSOR:

BY: Marshall Henderson
Printed Name

BY: MARK ADAMS
Printed Name

[Signature]
Signature

Mark Adams
Signature

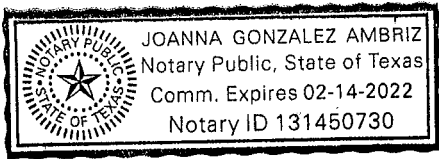
11750 KATY FREEWAY, SUITE 1300
Houston, Texas 77079

Address: 2219 W OSAGE
BOYTOWN, Texas 77523

S.S. # (or) Federal Tax Id # 449 80 8462

STATE OF Texas
COUNTY OF Harris

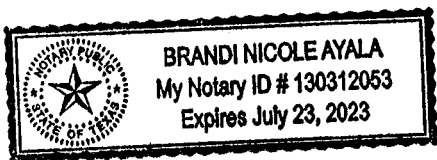
This instrument was acknowledged before me on the 22 day of July, 2021, by Driver License of Texas, on behalf of said corporation.



Joanna Gonzalez
Notary Public

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 26 day of July, 2021, by _____ of _____, on behalf of said corporation.



[Signature]
Notary Public

INK ACCOUNT

10000

ENDING BALANCE

139,290.34

NO. 27682

DATE 07/28/2021

PAY TO THE ORDER OF

Mark Adams

\$ 18,000.00

Eighteen thousand and 00/100*****DOLLARS

ADDRESS

Mark Adams
2219 W Osage
Baytown, TX 77523



MEMO

TX224 99 YR Lease/Easement Conversion

LLS PAID IN THIS TRANSACTION:

✓	DATE DUE	VENDOR	REF. NO.	BILL AMT.
	08/05/2021	Mark Adams	TX224 99 YR Lease/Ea	18,00

7/28/2021

Mark Adams

**18,000.00

Eighteen Thousand and 00/100*****

Mark Adams
2219 W Osage
Baytown, TX 77523

TX224 99 YR Lease/Easement Conversion

Mark Adams					7/28/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/26/2021	Bill	TX224 99 YR Lease/Ea	18,000.00	18,000.00		18,000.00
					Check Amount	18,000.00

Checking	TX224 99 YR Lease/Easement Conversion	18,000.00
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Mark Adams					7/28/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/26/2021	Bill	TX224 99 YR Lease/Ea	18,000.00	18,000.00		18,000.00
					Check Amount	18,000.00

Checking	TX224 99 YR Lease/Easement Conversion	18,000.00
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