

## PYLON SIGN AGREEMENT

THIS PYLON SIGN AGREEMENT (the "Agreement") is entered into effective February \_\_, 2021, by and between Indian Trail Legacy Center, LLC, a Delaware limited liability company, ("Owner"), whose address is 321 Henry St. Lexington, Kentucky 40508 and —a—DaVita Kidney Care, whose address is 5801 Preston Hwy, Louisville, KY— ("User").

WHEREAS, Owner owns and operates the Indian Trail Shopping Center located at 5601 Preston Highway in Louisville, Kentucky and User owns an adjoining parcel upon which it operates a medical office;

WHEREAS, User desires to install a new sign box and panel on Owner's existing pylon sign located within the Indian Trail Shopping Center on Preston Highway (the "Pylon Sign"); and

WHEREAS, Owner desires to allow User to install a new sign box and panel on the Pylon Sign; and

WHEREAS, each of the parties hereto wishes to reduce their mutual understandings to writing so as to formalize this arrangement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Pylon Sign Box. User may install a sign box on the Pylon Shown as shown on Exhibit A, incorporated herein, at User's sole cost. User must submit drawings to Owner for its approval prior to fabricating and installing the signage, but Owner shall not unreasonably delay or withhold its approval.
2. Usage Fee. User shall pay Owner \$300 annual for its usage of the Pylon Sign. The first annual payment shall be due at the time of execution of this Agreement. Subsequent annual payments shall be due by March 1<sup>st</sup> each year until this Agreement is terminated. Remittance shall be to Indian Trail Legacy Center, LLC at 321 Henry Street, Lexington, Kentucky 40508.
3. Permits; Compliance with Law. Sign and sign installation must meet all applicable law and codes and it is Tenant's responsibility to ensure all applicable law and codes are complied with. All permits and licenses for sign installation shall be the responsibility of Tenant.
4. Changes to Sign Box or Panel. If User ever desires to change its sign box or panel on the Pylon Sign, User shall notify Owner in advance and submit drawings for Owner approval prior to fabricating and installing the new signage.
5. Panel Removal. Upon termination of this Agreement as permitted herein or upon User's closing of its business at the parcel adjoining Indian Trail Shopping Center, Owner may require User to remove its panel and replace it with a blank panel at User's cost.
6. Term. This Agreement shall run for a period of one year from the date first set forth above (the "Term"), and shall automatically renew for successive one year periods until either party terminates the agreement as permitted herein.
7. Termination. User may terminate this Agreement at any time by giving Owner 30 days' written notice. Owner may terminate this Agreement if: a) it is advised that User's sign box or panel is in violation of any applicable laws or codes, or b) if Owner takes down the Pylon Sign in its entirety.
8. Default; Remedies. Each of the following shall constitute an event of Default under this Agreement: a) User fails to make an annual payment by March 1<sup>st</sup>; b) User's installation or panel is in violation

of its drawing; or d) User fails to remove its panel and replace it with a blank panel upon Owner's demand. If user is in default under the Agreement, Owner shall send written notice specifying the nature of the default to the address listed herein above. If User fails to remedy a payment default within ten days or a performance default within 30 days, Owner shall have all rights and remedies provided by law or in equity, including, at Landlord's election, the right to may remove the User's panel and seek reimbursement for its costs of removal.

9. Indemnity. User shall hold harmless and indemnify Owner from and against any claims or costs arising from User's installation of its sign box and panel or use of the Pylon Sign, including without limitation, damages or bodily injury.

10. Attorneys' Fees. In the event a party incurs costs to enforce its rights under this Agreement, the prevailing party in any such enforcement action shall be entitled to its reasonable attorney's fees and expenses.

The agreement and covenants contained herein are intended to run with the land and be binding on all successors and assigns of the parties hereto.

WHEREAS, each of the parties have signed this Agreement by and through their respective authorized representatives.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"User"

INDIAN TRAIL LEGACY CENTER, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Owner"

EXHIBIT A

Before:



After (proposed):

