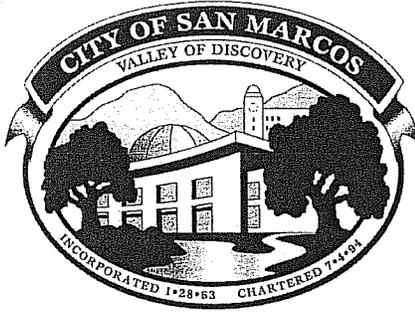


Attachment H
(Lease termination information –
Property #5)

Real Property Services
1 Civic Center Drive
San Marcos, CA 92069-2918



Tel: 760.481.3812
Fax: 760.510.1321
Web: www.San-Marcos.net

July 19, 2010

CBS Outdoor, Inc
4450 Alvarado Canyon Road
San Diego, CA 92120

**VIA USPS First Class and Certified Mail,
Return Receipt Requested**

**RE: 30-Day Notice of Termination– Lease Number 82038
931 Grand Ave, San Marcos, CA**

To whom it may concern:

On May 26, 2010, the San Marcos Redevelopment Agency, a Public Agency, purchased the property identified above from the previous owner and your lessor for lease number 82038. Attached, for your reference, is a copy of the Grant Deed recorded with the San Diego County Recorder's Office under document number 2010-0275184.

According to your lease, as amended, the new landlord shall have the right to terminate this lease with thirty (30) days notice. Pursuant to the terms and conditions of the lease, you are hereby notified of the termination of lease number 82038.

CBS Outdoor must remove the sign within thirty (30) days after the end of the thirty-day notice period. Such notice period shall end on August 19, 2010 with all property belonging to CBS Outdoor removed from the property **no later than September 19, 2010**.

If you have any questions or concerns, please contact Ellen Hegarty, Director of Real Property Services at (760) 744-1050, extension 3123.

Respectfully,

A handwritten signature in black ink that reads "Paul Malone".

Paul Malone
Executive Director
San Marcos Redevelopment Agency

Enclosures: Grant Deed Document # 2010-0275184

CC: Real Property Services Division Director

Item 2.244

3

RECORDING REQUESTED BY
Lawyers Title Company - Commercial Services

WHEN RECORDED MAIL THIS DOCUMENT:
San Marcos Redevelopment Agency
1 Civic Center Drive
San Marcos, CA 92069

DOC # 2010-0275184



JUN 02, 2010 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER

FEES: 0.00
DC: 00 TAX: N.D.

PAGES: 3



FB
30
ND
MF
TT

7732

219-152-44;
APN: 219-152-45 ; 219-152-42;
Escrow No: 11608171
Title No: 11608171

Space above this line for Recorder's use

GRANT DEED

Not shown pursuant to Section 11932 of the California Revenue and Taxation Code

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Pasqua, LLC, a California limited liability company, which was depicted in the record
erroneously as Pasqua LLC, a California limited liability company and Pasqua LLC, a
California corporation hereby GRANT(S) to DOCUMENTARY TRANSFER TAX \$ _____

San Marcos Redevelopment Agency, a Public Agency

all that certain real property situated in the City of San Marcos, County of San Diego, State of California:
See Exhibit A attached hereto and made a part hereof.

Commonly known as: 931 Grand Avenue, San Marcos, CA

Dated: May 26, 2010

Pasqua, LLC,
a California limited liability company

By: John B. Colucci, Manager

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss:

On May 26, 2010 before me, Mary Anne Keller, Notary Public,

personally appeared John B. Colucci

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

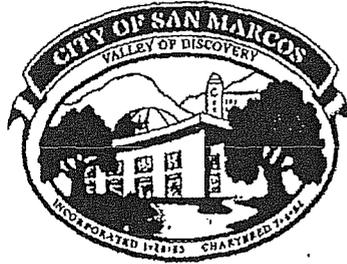
Signature



(This area for notary stamp)

Mail tax statement to
the address listed above

7733



1 Civic Center Drive
San Marcos, CA 92069-2918

Telephone
760.744.1050
FAX: 760.744.9058

CITY OF SAN MARCOS ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated May 26, 2010 from PASQUA;LLC, a California limited liability company, to the SAN MARCOS REDEVELOPMENT AGENCY, a public agency, is hereby accepted and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May 27, 2010

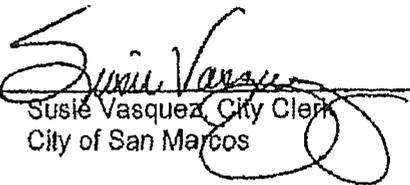

Susie Vasquez, City Clerk
City of San Marcos

Exhibit A

All that certain real property situated in the County of San Diego, State of California, described as follows:

PARCEL 1:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the City of San Marcos, County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1895. Together with that portion of the Southerly 17.00 feet of Grand Avenue as vacated and closed to public use described as follows:

Commencing at the most Easterly corner of said Lot 1; thence along the Southerly line of said Lot 1, South 71°28'00" West (record South 73°20'00" West) 485.04 feet; thence North 22°05'00" East, 132.75 feet; thence South 67°55'00" East, 105.18 feet; thence North 22°05'00" East, 200.00 feet to a point in the Northerly line of said Southerly 17.00 feet of Grand Avenue being the True Point of Beginning; thence along said Northerly line South 67°55'00" East, 70.00 feet; thence South 22°05'00" West, 130.00 feet; thence North 67°55'00" West, 70.00 feet, thence North 22°05'00" East, 130 feet to the True Point of Beginning.

PARCEL 2:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1985, described as follows:

Beginning at the most Easterly corner of said Lot 1; thence along the Southerly line of said Lot 1, South 71°28'00" West (record-South 73°20'00" West) 485.04 feet; thence North 22°05'00" East, 132.75 feet; thence South 67°55'00" East, 105.18 feet; thence North 22°05'00" East, 200.00 feet to a point in the Southwesterly line of Grand Avenue, as vacated and shown in Supervisor Records in Book 22, Page 60; thence along said Southwesterly line of Grand Avenue, in Book 22, Page 60; thence along said Southwesterly line of Grand Avenue, vacated, South 67°55'00" East, 140.00 feet to the True Point of Beginning; thence continuing South 67°55'00" East, 142.82 feet to a point in the Easterly prolongation of the Southerly line of said Lot 1; thence along said prolongation and Southerly line South 71°28'00" West 188.15 feet to a line which bears South 22°05'00" West from the True Point of Beginning; thence North 22°05'00" East, 122.48 feet to the True Point of Beginning.

PARCEL 3:

That portion of Lot 1, Block 80 of Rancho Los Vallecitos De San Marcos, in the County of San Diego, State of California, according to Map thereof No. 806, filed in the Office of the County Recorder of San Diego County, December 21, 1895, together with a portion of the Southwesterly 17.00 feet of Grand Avenue adjoining said Lot 1 on the Northeast as vacated and closed to public use, described as a whole as follows:

Commencing at the most Easterly corner of said Lot 1; thence along the Northeasterly prolongation of the Southeasterly line of said Lot 1 North 71°28'00" East 26.11 feet to an intersection with the Southeasterly prolongation of the Northeasterly line of the Southwesterly 17.00 feet of said Grand Avenue; thence along said prolongation and said Northeasterly line North 67°55'00" West, 212.82 feet to the most Easterly corner of land described in Deed to Lionel C. Burton, et al, recorded September 24, 1963 as Instrument No. 170291 of Official Records and the True Point of Beginning; thence retracing along said Northeasterly line South 67°55'00" East, 70.00 feet; thence South 22°05'00" West, 122.48 feet to the intersection with the Southeasterly line of said Lot 1; thence along said Southeasterly line South 71°28'00" West, 11.55 feet to an intersection with the Southeasterly prolongation of the Southwesterly line of said land of Burton, et al; thence along said prolongation North 67°55'00" West, 61.24 feet to the most Southerly corner of said land of Burton, et al; thence along the Southeasterly line of said land of Burton, et al, North 22°05'00" East, 130.00 feet to the True Point of Beginning.

P.O. Box 531518
San Diego CA 92153-1518
Tel.: 619.234.2864; Fax: 619.342.4136
email: rrmsignlaw@gmail.com
website: www.signlaw.com

November 6, 2010

Bob Harbin, Director of Special Projects
CBS Outdoor Inc.
4450 Alvarado Canyon Rd.
San Diego CA 92120

CBS lease 80238
Billboard at 931 Grand Avenue, San Marcos CA
Pasqua / Colucci Property

Mr. Harbin:

I am authorized and directed by San Marcos City Manager Paul Malone and City Attorney Helen Peak to demand that CBS immediately remove the referenced billboard.

The San Marco Redevelopment Agency ("RDA") acquired the referenced property on or about May 26, 2010. The acquisition was done purely in a proprietary capacity, as a matter of contract, and not in any sort of legislative or regulatory capacity. The RDA did not use or threaten to use the power of eminent domain to effect the purchase. In acquiring the property, the RDA became the successor in interest to prior owners, including all rights and duties associated with the property. These rights include all the terms of CBS lease 80238 and the Addendum thereto, both of which are signature dated 12/18/2007. Paragraph 11 of that lease explicitly binds all successors on both the Lessor and Lessee sides of the equation. Both appear to be CBS "standard lease forms," and thus must be construed against the drafter. "Termination upon transfer" provisions in billboard leases are valid and legally enforceable. *Nielsen v. Eller Media*, 2008 WL 1747893 (Minn.App. 2008). Terminations by government landlords, pursuant to lease terms, do not entitle billboard companies to compensation. *Clear Channel v. Seattle Popular Monorail Authority*, 136 Wash.App. 781, 150 P.3d 649 (2007).

An unnumbered paragraph in the Addendum grants a power of termination to a later buyer:

In the event the Landlord elects to sell the property, the new Landlord shall have the right to terminate this lease with thirty (30) days notice. The new Landlord will, immediately upon giving such notice to Tenant (CBS), return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures (billboard signs) within thirty (30) days after the end of the thirty-day notice period.

Randal R. Morrison to Bob Harbin, CBS Outdoor
re: CBS billboard at 931 Grand Avenue, San Marcos CA
November 6, 2010
page 2

Exercising this explicit contractual power, the RDA gave CBS written notice of termination on July 19, 2010, and demanded that the billboard be removed by September 19, 2010. As required by the termination paragraph, the RDA has returned all proffered rent checks, and requested separate checks for another sign which is not subject to removal. Thus, as to the structure at 931 Grand, CBS is now in default of the lease and is unlawfully holding over.

Because of the proprietary / contractual nature of the lease termination, Business and Professions Code 5412 does not apply, and no compensation is due. *Patrick Media Group v. City of Riverside*, 2003 WL 22481529.

I also understand that in phone conversations with Geoffrey Foster of the San Marcos Real Property Services Division you offered the opinion that there are precedents which restrict an RDA from acting as a private land owner even if eminent domain was not used. By email to you dated September 14, 2010, Mr. Foster asked you to provide written evidence for this position. He tells me you have not responded in any way to his request. In that same email, Mr. Foster said that CBS did not need to remove the sign pending a meeting of all concerned persons to discuss this matter. The RDA now revokes Mr. Foster's temporary accommodation, which was made "without prejudice to the RDA's July 19th 30-Day Notice of Termination," and demands immediate removal of the subject sign.

The subject property is scheduled for mass grading after the first of the year, upon issuance of permits from the resource agencies. Thereafter the property will be offered for development/sale. All other structures on the property have been demolished. Only CBS's illegal billboard stands in the way.

I have examined Paragraph 7 of the lease, which concerns purchases by an entity holding the power of eminent domain. California Health & Safety Code section 33342 provides that redevelopment plans may provide for the agency to acquire property by gift, purchase, lease or condemnation all or part of the real property in the project area. The subject property is located within San Marcos RDA Project Area 1. The Plan for that area was adopted on July 12, 1983. Section 503 of the Redevelopment Plan provided that no eminent domain proceedings to acquire property could be commenced after of 12 years following the date of adoption of the ordinance approving and adopting the Redevelopment Plan. The Redevelopment Plan for Project Area 1 was amended on July 13, 1993. The First Amendment provided, *inter alia*, that the applicable portion of Section 503 was amended to state that "no eminent domain proceeding . . . shall be commenced after 12 years following the date of adoption of the ordinance approving and adopting the First Amendment to the Redevelopment Plan." The 12 year period following the adoption of the First Amendment expired in 2005. No action to amend the Redevelopment Plan to further extend this authority was taken prior to its expiration.

Randal R. Morrison to Bob Harbin, CBS Outdoor
re: CBS billboard at 931 Grand Avenue, San Marcos CA
November 6, 2010
page 3

Health & Safety Code section 33342.7 required legislative bodies that adopted final redevelopment plans before January 1, 2007 to adopt an ordinance that contains a description of the agency's program to acquire real property by eminent domain. San Marcos Ordinance 2007-1288 (copy enclosed), adopted October 9, 2007 states that the Agency's eminent domain authority had expired as to all redevelopment projects in the City. The RDA did not have eminent domain authority at the time of property acquisition, and does not have such authority now. For that reason, Paragraph 7 of the lease is irrelevant.

Similarly, Business and Professions Code 5412.6 is also irrelevant, for two reasons. First, the RDA's termination and demand for removal is a contractual right, and was not issued as a condition of approval for some project. Second, 5412.6 does not require compensation when the "building or structure which cannot be built without physically removing the display." Certainly that is true for the subject billboard.

I am also informed that the subject billboard structure has been illegally expanded from its original permit specifications. Unauthorized expansion of a nonconformity destroys the nonconforming use right. *Adams Outdoor v. Zoning Bd. of Appeals Virginia Beach*, 274 Va. 189, 645 S.E.2d 271 (VA 2007) (billboards converted to digital display without required permits lost nonconforming right and had to be entirely removed), *Tucson v. Clear Channel*, 218 Ariz. 172, 182, 181 P.3d 219, 229 (Ariz.App. 2008) (unpermitted relocation and addition of second face meant nonconforming status was lost). Thus, the 931 Grand Ave. sign structure is also illegal as a zoning violation. See also: *Lamar v. Fremont*, 278 Neb. 485, 771 N.W.2d 894 (Nebraska Supreme Court, 2009) (termination of lease extinguished nonconforming use right.)

In view of the foregoing, the San Marcos Redevelopment Agency demands that CBS immediately remove its billboard at 931 Grand Avenue, San Marcos. A demolition permit will be necessary for this to occur in a legal manner. CBS must promptly apply for a demolition permit at the City Office, 1 Civic Center Drive, San Marcos CA, and once the permit is issued, remove the subject sign in accordance with the demolition permit.

In the event that CBS continues holding over illegally, the RDA is prepared to take all appropriate legal actions to compel the removal of the billboard, including but not limited to a court order authorizing the RDA to remove and demolish the structure, using its own force or a private party under contract, and to charge the full removal cost to CBS.

Very truly yours,

Randal R. Morrison
RRM:ms



CBS OUTDOOR INC.
 DATE: 12/18/07
 SIZE: 14x48
 REP NAME: HODGES
 SIGN LOCATION LEASE

LEASE NO. 82038 DIV. 101
 VENDOR NO. 70880
 PANEL NO(S). 228A / 229S

1. PASQUA, LLC (hereinafter called LESSOR(S)), hereby leases and grants exclusively to CBS OUTDOOR INC. (hereinafter called LESSEE) the premises (with free access to and upon same) described as: 931 Grand Avenue in the City of San Marcos, County of San Diego, in the State of CA, commencing on January 1, 2008 (The Commencement Date), for the purpose of erecting, constructing, installing, placing, operating, and maintaining LESSEE'S advertising sign(s) thereon including supporting structures, illumination facilities and connections, service ladders and other appurtenances and ancillary equipment.
2. LESSEE shall pay to LESSOR(S) rental of SEE ADDENDUM Dollars () per year, payable in monthly installments of () beginning on the Commencement Date. *ds* *PC* ~~Prior to completion of construction of LESSEE's sign structure and during the entire period in which no advertising copy is displayed on the premises by LESSEE, the rental shall be Ten (\$10.00) Dollars. Rental payments shall be limited to one (1) check per payment payable to no more than two (2) payees.~~
3. LESSOR(S) warrants that LESSOR(S) is the OWNER of the above-described real estate and has full authority to make this agreement and 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(s) at the sole discretion of LESSEE. All such permits shall always remain the property of LESSEE.
4. LESSEE shall save the LESSOR(S) harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its sign(s) on the premises.
5. *ds* *PC* This agreement is a Lease (not a License), 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 or, for a ~~reasonable~~ *90 day* period after the expiration or termination of the Lease. 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 premises by LESSEE.
6. *ds* *PC* The term of this Lease will be ~~ten (10) years~~ *six (6) months to commence terms* beginning on the Commencement Date. 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, or any successive like term, upon written notice by the LESSOR(S) or LESSEE sent by certified or registered mail served not less than ninety (90) days before the end of such term or subsequent like term.
7. 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 interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or not to be acquired; 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 its leasehold, as improved with the outdoor advertising structure. LESSOR(S) may not terminate this lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority.
8. *ds* *PC* In the event that, in LESSEE's sole opinion; (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 prohibits or materially limits use of the premises for outdoor advertising purposes; (c) LESSEE's sign(s) on the premises 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 premises 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 structure(s); (g) LESSEE is prevented from maintaining electrical power to the premises or illuminating its sign(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the structure(s) is impractical or uneconomical; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, ~~at its option, have the right to either reasonably~~ *at its option, have the right to either reasonably* ~~abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing~~ *abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing* to LESSOR(S) and LESSOR(S) shall refund to LESSEE, any rental payment paid in advance for the remainder of the un-expired ~~term~~ *beyond the (90) day period.* *(90)*
9. *ds* *PC* ~~If LESSEE is prevented by law, government order, or other causes beyond LESSEE's control from illuminating its sign(s), then as an alternative to the remedy in Section 8(g) above, the LESSEE may reduce the rental provided in paragraph 2 above by 50%, with such reduced rental to remain in effect so long as such condition continues to exist. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).~~
10. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by a Vice President, General Manager or Regional Director of Real Estate who is responsible for executing LESSEE's duties under this Lease. 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 the property site(s). This Lease may not be modified except in writing and signed by LESSOR(S) and an authorized signatory of LESSEE.
11. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR(S) agrees to notify LESSEE of any change of ownership of the premises related hereto or of LESSOR(S)'s mailing address within seven (7) days of such change. LESSOR(S) agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR(S) shall not assign its interest under this lease or any part thereof except to a party who purchases the underlying fee title to premises and LESSEE shall not assign its interest under this Lease or any part thereof except to a party who purchases title to the subject sign structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR(S)'s or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by or under control with LESSEE.



- 12. All rents to be paid pursuant to this Lease and all notices are to be forwarded to the Undersigned LESSOR(S) at the address noted below the LESSOR(S)'s signature. Rental payments shall be deemed received by LESSOR(S) upon deposit by LESSEE with the United States Postal Service.
- 13. 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 Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice if it commences such cure within fourteen days from notice and pursues such cure to completion.
- 14. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR(S) and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
- 15. *ds* To the extent permitted by applicable law, LESSOR(S) hereby waives any statutory right to a landlord's lien or any other lien on any property of Lessee located on the premises.
- 16. Lessee shall have the absolute unencumbered right to trim, cut or remove any trees or other vegetation or any other debris from LESSOR(S)'s property, which in any way impairs the operation or maintenance of lessee's sign(s) or the view thereof.
- 17. ADDENDUM ATTACHED (as of the date of execution of this lease agreement).

LESSOR (LANDLORD): YES NO Initial Here *ds*
 LESSEE (TENANT): YES NO Initial Here *ds*

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

FOR LESSOR(S): *Pasqua LLC*
 BY: *[Signature]*

FOR LESSEE:
 CBS OUTDOOR INC.
 BY: *[Signature]*
 CHRIS STEINBACHER
 DIRECTOR OF REAL ESTATE
 WESTERN REGION
 Title

Managing Director
 Title

DATE: *12-18-07*

DATE: *1/7/08*

20-8184090
 LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of
[Signature]
 Who is hereby requested to sign as witness.

EXECUTED by the LESSEE in the presence of
[Signature]
 Who is hereby requested to sign as witness.

BY: _____

_____ Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR(S)'S MAILING ADDRESS:
1094 Cuddeby Pl. #212
 Street Address
San Diego
 City
CA
 State
92110
 Zip
619-275-6456
 Telephone Number
619-275-6457
 Fax Number

LESSEE(S)'S MAILING ADDRESS:

 Street Address

 City

 State

 Zip

 Telephone Number

 Fax Number



LEASE NO. 82038

ADDENDUM to lease # 82038

AGREEMENT made this 18th day of December, 2007, between the undersigned, as LESSOR(S), and CBS OUTDOOR INC., LESSEE.

WHEREAS, for consideration of \$10.00 and other goods and valuable considerations from LESSEE to LESSOR(S), the parties or their predecessors entered into a sign location lease agreement dated January 1, 2008 (the "Lease").

WHEREAS, the parties desire to amend the Lease to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the promises set forth herein, and in the subject Lease, the parties agree as follows:

In exchange for a new ten (10) year lease, CBS Outdoor will pay the following:

Years 1 - 2 \$42,000.00 / year or \$3,500.00 / month

Years 3 - 4 \$45,000.00 / year or \$3,750.00 / month

Years 5 - 6 \$48,000.00 / year or \$4,000.00 / month

~~Years 7 - 8 \$51,000.00 / year or \$4,250.00 / month~~

~~Years 9 - 10 \$54,000.00 / year or \$4,500.00 / month~~

In the event Landlord elects to construct a permanent building on the portion of the Premises occupied by the Tenant's Structures, as evidenced by the issuance of a valid building permit, this Lease shall terminate thirty (30) days after Tenant receives written notice and copy of the building permit from Landlord. Landlord will, immediately after giving such notice to Tenant, return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures within thirty (30) days after the end of the thirty-day notice period.

In the event Landlord elects to sell the property, the new Landlord shall have the right to terminate this lease with thirty (30) days notice. The new Landlord will, immediately after giving such notice to Tenant, return to Tenant all Rent paid for the unexpired Term. Tenant shall remove the Structures within thirty (30) days after the end of the thirty-day notice period.

Paragraph 4 shall be amended as follows: LESSEE shall maintain a \$1 Million liability policy for said sign and name LESSOR as an additional insured.

Paragraph 7 shall be amended as follows: Any award made to LESSEE shall not reduce the award made to LESSOR.

THE PARTIES further agree that this Addendum shall supersede any contrary or conflicting provisions of the Lease.

FOR LESSOR(S): Pasqua, LLC
BY: [Signature]

Managing Director
Title

DATE: 12-18-07

EXECUTED by the LESSOR in the presence of
[Signature]
who is hereby requested to sign as witness.

BY: _____
Title

DATE: _____

EXECUTED by the LESSOR in the presence of
Addendum A

FOR LESSEE:
CBS OUTDOOR, INC.
BY: [Signature]

CHRIS STEINBACHER
DIRECTOR OF REAL ESTATE
WESTERN REGION
Title

DATE: 1/2/08

EXECUTED by the LESSEE in the presence of
[Signature]
who is hereby requested to sign as witness.