

LEASE AGREEMENT CCO Lease # 43353
(Advertising Billboards at JWPCP)

This Lease Agreement (“**Lease**”) is dated September 8, 2021 (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), and **CLEAR CHANNEL OUTDOOR, LLC**, a Delaware limited liability company (“**Tenant**”). The District and Tenant are each a “**Party**” and together are the “**Parties**”.

A. Districts’ Administration. The District and County Sanitation District No. 2 of Los Angeles County (“**District No. 2**”), among others, are parties to an *Amended Joint Outfall Agreement*, effective July 1, 1995, under which District No. 2 has been delegated authority to manage and operate the Joint Outfall System facilities, including the JWPCP (as defined below) and the District Property (as defined below). District No. 2 approves this License and will administer it on behalf of the District.

B. JWPCP. The District owns, operates and maintains a wastewater treatment facility known as the Joint Water Pollution Control Plant (“**JWPCP**”), located at 24501 S. Figueroa Street, City of Carson, California 90745.

C. District Property. The District owns approximately 25 acres of real property at the JWPCP identified as Los Angeles County Assessor’s Parcel Number 7406-026-920 (the “**District Property**”).

D. 1981 Lease and 1986 Lease Amendment. On May 18, 1981, the District entered into a lease agreement (“**1981 Lease**”) with Foster & Kleiser, a division of Metromedia, Inc. (“**Foster**”), the predecessor entity to Tenant, for the installation, operation and maintenance of two (2) 14-foot tall by 48-foot wide static advertising display billboards (“**Billboards**”) on a portion of the District Property (the “**Premises**”), as shown on Exhibit A. On April 9, 1986, the 1981 Lease was amended to increase the rent, establish the effective date as July 1, 1986, and allow the 1981 Lease to automatically renew for successive 5-year terms unless terminated by either Party (“**1986 Lease Amendment**”). The current term of the 1981 Lease, as amended by the 1986 Lease Amendment, expired on June 30, 2021. Tenant is currently a holdover month-to-month tenant under the 1981 Lease. References to the “1981 Lease” are deemed to include the 1986 Lease Amendment.

E. Termination of 1981 Lease. On January 27, 2021, the District provided written notification to Tenant of its intent to terminate the 1981 Lease. Tenant requested to enter into this Lease with the District for the extension of Tenant’s tenancy and continued use of the Premises to operate and maintain the Billboards.

F. District Use. The District does not have an immediate need for use of the Premises in support of operations at the JWPCP and intends to have it remain as an operationally compatible buffer pending its use for District purposes. The planned use of the Premises by Tenant, subject to the terms and conditions of this Lease, is compatible with the District’s current operations at the JWPCP.

G. Surplus Land Act Compliance. In accordance with the terms, provisions and requirements of the California Surplus Land Act (California Government Code Sections 54220-54233) (the “**Act**”), the Board of Directors of District No. 2 adopted a resolution on January 13, 2021, declaring the Premises “exempt surplus land” for purposes of the Act because the Premises serves a valid agency use as a buffer property for the JWPCP, and leasing of the Premises to Tenant furthers that agency use.

The Parties therefore agree as follows:

1. **Leased Premises.**

1.1 **1981 Lease.** The Parties hereby confirm and agree that as of September 30, 2021, the 1981 Lease is terminated and of no further force or effect and is replaced with this Lease.

1.2 **Leased Premises.** Subject to the terms and conditions of this Lease, the District hereby leases to Tenant, and Tenant leases from the District, the Premises. The Premises is specifically comprised of four (4) separate 24-inch wide by 30-inch long areas within which each of the four existing metal I-beams that support the Billboards are anchored into the District Property and all air rights necessary for the display faces of the Billboards. Appurtenant to the Premises is also an approximately 30-foot wide by 50-foot long non-exclusive area, centered under the Billboards, as shown on Exhibit A (the “**Non-Exclusive Area**”), that Tenant or its agents may temporarily occupy for operation, maintenance, in-kind replacement, and repairs of the Billboards. Notwithstanding the foregoing, this Lease also includes rights for ingress, egress, and access to the Premises, as more particularly described below.

1.3 **Leasehold Limitations.** This Lease, and the rights and privileges granted to Tenant in and to the Premises, are subject to all applicable Laws (as defined below), as well as all covenants, conditions, restrictions, easements, and exceptions of record, including, without limitation, those exceptions that are set forth in the Preliminary Report dated July 8, 2021 prepared by First American Title Company for the Premises (District’s DOC 6261082), a copy of which has been provided to Tenant, or are apparent from an inspection of the Premises (collectively, the “**Existing Conditions**”). Nothing contained in this Lease or in any document related to this Lease will be construed to imply the conveyance to Tenant of rights in the Premises that exceed those held by the District, or any representation or warranty, either expressed or implied, relating to the nature or condition of the Premises or the District’s interest in the Premises.

1.4 **“As Is, Where Is” Condition.** Tenant agrees and acknowledges that it has occupied the Premises for approximately 40 years and has had the full opportunity to inspect all aspects of the Premises, including, without limitation, its physical, environmental, title, leasing, financial, and regulatory condition. Tenant acknowledges and agrees that District has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the Premises (or the District’s interest therein), the Access Road (as defined below), or the Non-Exclusive Area, (b) the value, nature, quality or condition of the Premises, including, without limitation, the improvements thereon, soil, topography, and geology thereof, (c) the income of the Premises, (d) the suitability of the Premises for any and all activities and uses which Tenant is conducting thereon or may hereafter conduct thereon, (e) the compliance of the Premises (or any aspect thereof) with any Existing Conditions or any law (including, without limitation, zoning laws or Environmental Laws (as defined below)), rule, regulation, entitlement, order of law, statute, bylaw or ordinance of a governmental agency having jurisdiction governing or regulating the Premises, as they may be amended from time to time (collectively, “**Laws**”), (f) the fitness of the Premises for any use to be made or intended to be made by Tenant, (g) the merchantability, marketability, profitability or fitness for a particular purpose or use of the Premises, (h) the future development of the Premises, (i) the zoning of the Premises (j) any governmental approvals, permits, licenses, entitlements, or other agreements concerning the Premises, (k) survey and title condition of the Premises, (l) any buildings, structures, perimeter fencing, or other improvements on the Premises, or (m) any other matter with respect to the District Property, the Premises, the Access Road, or the Non-Exclusive Area, and specifically, that the District has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use Laws (including, Environmental Laws). Tenant further acknowledges and agrees that it has had the opportunity to fully inspect the Premises, is fully familiar with the Premises and all aspects thereof (including, without limitation, its physical, environmental, title, leasing, financial, and regulatory condition), and is relying solely on its own investigation of the Premises by Tenant and Tenant’s agents, employees, members, managers,, attorneys, consultants and experts. The District is not liable or

bound in any manner by any oral or written statements, representations or information pertaining to the Premises, furnished by any person, including, without limitation, the District's directors, managers, agents, representatives, attorneys, or employees. Tenant further acknowledges and agrees that it is leasing the Premises and has the right to use certain aspects of the Premises (as specifically set forth in this Lease) on "as is", "where is", and "with all faults" basis subject to all Laws and Existing Conditions. Tenant and anyone claiming by, through or under Tenant hereby fully and irrevocably releases the District, its directors, managers, employees, representatives, attorneys and agents from any and all claims that it or they may now have or hereafter acquire against the District, its directors, managers, employees, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Premises. This release includes claims of which Tenant is presently unaware of or which Tenant does not presently suspect to exist in its favor which, if known by Tenant, would materially affect Tenant's release of the District. Tenant specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The foregoing releases survive the expiration or termination of the Lease. The Lease is subject to no contingencies whatsoever in favor of Tenant.

Initials by Tenant: _____

2. Use.

2.1 Permitted Use. Tenant is permitted to use the Premises solely for the operation, maintenance, repair, and in-kind replacement of two (2) existing Billboards and no other purposes (the "**Permitted Use**").

2.2 Prohibited Use. Tenant shall not use the Premises for any purpose, or engage in or permit any activity within or from the Premises, other than as expressly provided in Section 2.1. Without limiting the immediately preceding sentence, Tenant shall not install, maintain, or operate any wireless communication devices on the Billboards, change the static Billboards to digital display, or alter the footprint of the Billboards in any way. Tenant shall not conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, or to commit or permit to be committed any waste within the Premises. Tenant shall not engage in any activities that involve the discharge or storage of Hazardous Materials (as defined below). Except as provided in Section 2.1, Tenant shall not erect, place upon, operate, or maintain any improvement within the Premises or on the Premises without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion. Tenant shall not conduct any business on the Premises in violation of the terms of this Lease, or any applicable Laws or Existing Conditions. Tenant shall ensure that the Billboards do not advertise any of the following: tobacco products, cannabis (in any form), sexually oriented content, adults only entertainment, pawn shops, payday loans or check cashing establishments, and bail bond sellers ("**Restricted Advertising**"). In the event Tenant inadvertently posts any Restricted Advertising, Tenant shall remove such copy within seventy-two (72) hours of written notice from the District.

2.3 Prohibited Items. Tenant shall not transport or permit to be transported to or from the Premises any Controlled Substance (as defined in 21 U.S.C. §802), cannabis (in any form) or any Hazardous Materials as defined below. In addition, Tenant shall not (i) possess, or permit any person or entity to possess, at the Premises any cannabis, marijuana or cannabinoid product or compound (collectively "**Cannabis**"), or any substance regulated under any state or federal Law ("**Regulated Substances**"), or (ii)

use the Premises (or any portion thereof), or permit the Premises (or any portion thereof) to be used, for the growing, cultivation, manufacturing, administration, distribution (including without limitation, any retail sales), possession, use or consumption of any Cannabis or any Regulated Substance.

2.4 Permits and Licenses. Tenant shall obtain, comply with, and keep in force at all times, at Tenant's sole cost and expense, any and all required governmental licenses, approvals and permits needed for the Billboards, the proper and lawful conduct of Tenant's use of the Premises and Tenant's business and activities at the Premises (collectively, "**Permits**"). Tenant shall provide copies of all Permits to the District within ten (10) business days after the District's written request.

2.5 Maintenance and Compliance with Laws. Tenant shall comply with all applicable Laws and Existing Conditions in using and occupying the Premises and shall ensure that the installation, operation, repair, and maintenance of the Billboards comply with all applicable laws and Existing Conditions. The District is not responsible for any changes in federal, state, county, district, or local regulations that may require Tenant to modify, change, or upgrade the Billboards.

2.6 Non-Interference. Tenant shall not knowingly interfere with the District's use of the JWPCP or the remaining portions of the District Property. Subject to payment by Tenant of all rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, District shall not interfere with Tenant's quiet enjoyment or Permitted Use of the Premises.

2.7 Site Entitlement and CEQA Compliance. Alterations (as defined below) to the Premises shall only be constructed after Tenant has secured all necessary entitlements, permits, approvals and clearances (collectively, the "**Entitlements**") required by Tenant to construct any Alterations including, without limitation, the requirements of the California Environmental Quality Act ("**CEQA**"). The District makes no guaranty on the outcome of, and shall bear no cost nor act in any official or approval capacity for, any CEQA process. Tenant shall indemnify, defend, and hold harmless the District, its directors, officers, agents, representatives, and employees, from all claims, demands, actions, costs, liabilities, losses, damages, including reasonable attorneys' fees, penalties, fines, administrative civil liabilities and remediation costs resulting from any Entitlements or CEQA challenges or any related legal proceedings involving any Alterations, Entitlements or CEQA clearances related to construction on and use of the Premises by Tenant.

3. Term.

3.1 Initial Term. The term of this Lease commences on October 1, 2021 (the "**Commencement Date**") and expires on September 30, 2026 (the "**Initial Term**").

3.2 Option to Extend.

3.2.1 Extension Option. In accordance with the provisions of the Lease, Tenant shall have one option to extend ("**Extension Option**") the Initial Term of this Lease. The option period ("**Option Period**") will commence upon the expiration of the Initial Term. The Extension Option will be for the entire Premises and for a period of 5 years, upon the same terms and conditions as set forth in the Lease, except that the Base Rent (as defined below) will be increased as set forth below.

3.2.2 Exercise of Extension Option. Tenant may give District written notice of its intent to exercise the Extension Option (the "**Exercise Notice**") not later than 3 months prior to the expiration of the Initial Term. If Tenant fails to exercise its Extension Option in strict accordance with the provisions of this paragraph, then the Extension Option will terminate immediately, unconditionally, automatically, and without notice, and be of no further force or effect. If the Initial Term of this Lease is extended pursuant to the provisions of this paragraph, then references in this Lease to the "**Term**" will be deemed to include the Option Period, except as otherwise expressly provided. Notwithstanding anything to

the contrary in this Lease, Tenant has no right to exercise the Extension Option: (i) during the period commencing with the giving of any notice of default and continuing until said default is cured, or (ii) during the period of time any rent is unpaid (without regard to whether notice thereof is given to Tenant).

3.3 District's Right to Terminate. The District shall have the right to terminate this Lease by notifying Tenant, in writing, no less than 120 calendar days prior to the expiration of the Term. If the District exercises its rights under this Section 3.3, this Lease will immediately, automatically, and unconditionally terminate upon the conclusion of the Term and the Parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination of this Lease. Tenant shall vacate and surrender the affected portions of the Premises in accordance with Section 18 below.

3.4 Tenant's Right to Terminate. If the view of the advertising content on the Billboards is permanently obstructed or the value of the Billboards is diminished by reason of permanent diversion or reduction of traffic, or the use of the Billboards is prevented by law (collectively the "**Termination Reasons**"), then Tenant has the right, upon 60 days prior written notice to the District to terminate this Lease (the "**Termination Notice**"). Concurrently upon delivery of the Termination Notice to the District, Tenant shall provide a detailed, written explanation of the Termination Reasons, written evidence thereof, and such additional information or documentation regarding the Termination Reasons as may be requested by the District. Upon the expiration of 60 days after delivery of the Termination Notice, this Lease shall immediately, automatically, and unconditionally terminate without further notice and the Parties shall have no further obligations to each other except only those obligations that accrued prior to such termination and those obligations that expressly survive the termination. For clarification, "permanently" in this paragraph shall mean a period of 30 days or longer.

4. Rent.

4.1 General. In accordance with the provisions of this Lease, commencing on the Commencement Date and continuing on the 1st day of each month thereafter, Tenant shall pay to the District base rent of \$3,050 per month ("**Base Rent**"). Tenant shall make its payments to "County Sanitation District No. 8 of Los Angeles County" and shall send the payments to the address provided in Section 26 (or such other address as the District may designate in writing from time to time). All payments of Base Rent are due and payable on the 1st day of each month commencing on the Commencement Date without offset, grace, notice, or deduction. All monetary obligations of Tenant under this Lease (including, without limitation, the payment of Base Rent) are deemed to be "**rent**" or "**Rent**". Rent for any period during the term hereof which is for less than 1 full calendar month shall be prorated based upon the actual number of days of said month.

4.2 Increases in Base Rent. The monthly Base Rent will be increased every October 1 (starting in 2022) by an amount equal to 2.5% of the Base Rent payable in the month immediately preceding such increase.

4.3 Charges for Late Payment. Tenant acknowledges that the late payment of Rent or any other sums due under this Lease will cause the District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Costs include, but are not limited to, administrative processing of delinquency notices and increased accounting costs. Accordingly, if any payment of Rent, or any other sum due to the District under this Lease is not paid within five (5) business days after the due date, a late charge equal to 5% of each such overdue amount will be added to the payment, and the total sum will become immediately due and payable to the District. The late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of Tenant's late payment. The District's acceptance of late charges or any portion of the overdue payment will not constitute a waiver of Tenant's default with respect to the overdue payment or prevent the District from exercising any of its other rights and remedies under this Lease, at law or equity.

4.4 **Interest.** Any amount payable to the District pursuant to this Lease, other than late charges, that is not received by the District within 30 days following the date on which it was due will bear interest starting on the 31st day after it was due. The interest charged will be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due plus 2% (“**Interest**”), but will not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in this Lease.

5. **Security Deposit.** A security deposit is a sum to be held by the District as security for the full and faithful performance of Tenant’s obligations under this Lease (the “**Security Deposit**”). At this time, the District does not require a Security Deposit from Tenant. However, if Tenant defaults under this Lease, the District reserves the right to require a Security Deposit from Tenant in the future in an amount equal to at least 6 months of the Base Rent at the time the Security Deposit is required. If Tenant provides a Security Deposit, then upon any default or breach by Tenant under this Lease, including specifically Tenant’s failure to pay Rent, the District may, without prejudice to any other remedy it has, draw on that portion of the Security Deposit (i) as full or partial compensation for that default, (ii) for any expense, loss, damage or liability that the District suffers because of Tenant’s default or breach, or (iii) pay any arrearage or otherwise any Rent in default or breach. If any portion of the Security Deposit is so applied, Tenant shall, within 5 business days after notice of such application by the District, restore the Security Deposit to its original amount. The District shall not be required to keep the proceeds of the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit, if any. In the event of bankruptcy or other debtor relief proceedings by or against Tenant, the Security Deposit will be deemed to be applied first to the payment of rent and other charges due the District, in the order that such rent or charges become due and owing, for all periods prior to filing of such proceedings. If Tenant fully performs its obligations under this Lease, the Security Deposit or any balance thereof will be returned to Tenant (or at the District’s option to the last assignee of Tenant’s interest in this Lease) within 30 calendar days after the expiration of the Term together with an itemized statement showing deductions from the Security Deposit.

6. **Neighboring Property Use.** Tenant has been informed by the District that the District (a) operates the JWPCP, a publicly-owned wastewater treatment plant, located immediately south of the Premises and (b) may use the remaining portions of the District Property in support of activities to operate and maintain the JWPCP or the public sewerage system or may lease the remaining portions of the District Property to any individual or entity for commercial use. The District is not responsible, and Tenant hereby waives any and all claims against the District, for any disruption or nuisance conditions that may result from the JWPCP or the District Property provided that such uses do not unreasonably interfere with Tenant’s rights under this Lease or the visibility of its Billboards.

7. **Taxes and Assessments.** Tenant acknowledges that its leasehold interest in the Premises is a possessory interest that is subject to the imposition of taxes by the Los Angeles County Assessor’s Office. Tenant shall be responsible for the payment of possessory interest taxes and assessments (“**Possessory Interest Taxes**”) that are assessed solely on the Premises. Tenant shall also be responsible for any taxes and assessments that are assessed on fixtures, equipment, or Alterations installed or constructed by Tenant on the Premises (“**Other Property Taxes**”). Tenant shall pay all Other Property Taxes promptly. The District will not be obligated to pay delinquent Other Property Taxes; but, if the District elects to pay delinquent Other Property Taxes, Tenant shall immediately pay the District the full amount of the delinquent Other Property Taxes including any late charges, penalties, or interest. Tenant shall have the right to appeal any such Possessory Interest Taxes and Other Property Taxes and the District agrees to reasonably cooperate in any such appeal at no cost to the District. The terms of this section survive the expiration or earlier termination of this Lease for a period of ten (10) years.

8. **Utilities.** The Billboards have existing electrical service, and Tenant shall be responsible for paying for the cost of electricity and for any necessary maintenance or repairs. Tenant shall not establish

any other utility services (e.g., potable water, data/communications) without the District's prior written authorization, which may be withheld in the District's sole and absolute discretion.

9. **Access; Perimeter Fence.**

9.1 **Access.** Tenant shall access the Premises using the existing non-exclusive unimproved roadway that leads from the access gate at Sepulveda Boulevard to the Premises ("**Access Road**"), as shown on Exhibit A.

9.1.1 **Use of Access Road.** Subject to any rights reserved by District under the terms of this Lease, Tenant has non-exclusive use of the Access Road for ingress and egress to the Premises. Tenant acknowledges that District and other individuals and entities have the right to use the Access Road. The rights granted to Tenant to use the Access Road do not include the right to store any property, equipment or vehicles, temporarily or permanently, on any of these areas or to use the Access Road for any other purpose, except only as for ingress and egress as stated above. Tenant shall not make any Alterations (as defined below) to the Access Road or to the Non-Exclusive Area. Tenant shall not unreasonably interfere with the use of the Access Road by the District or any other person or entity. If, at any time, the Access Road becomes unpassable, Tenant shall immediately advise District in writing.

9.1.2 **Rules and Regulations for Access Road.** The District may, from time to time, install directional or traffic signage or establish, modify, amend, and enforce reasonable Rules and Regulations for the management, safety, maintenance and repair of any part of the Access Road. Tenant shall abide by all such signage and such Rules and Regulations and shall ensure that its members, managers, employees, agents, representatives, and invitees abide by such signage and Rules and Regulations.

9.1.3 **Damage to Access Road or Non-Exclusive Area.** If any portion of the Access Road or the Non-Exclusive Area is damaged by the acts, omissions, or negligence of Tenant or any of Tenant's members, managers, employees, agents, representatives, contractors, subcontractors, or licensees, then Tenant shall as promptly as practicable following written notice from the District repair such damage to the reasonable satisfaction of the District at Tenant's sole cost and expense. Tenant assumes all risk and liabilities in connection with its use of the Access Road and the Non-Exclusive Area.

9.1.4 **Termination of Right to Use Access Road and Non-Exclusive Area; No Assignment.** Tenant's right to use the Access Road and the Non-Exclusive Area as set forth in this Lease shall terminate upon expiration or earlier termination of this Lease. Tenant shall not sell, transfer, convey, exchange, assign, pledge, hypothecate, dispose of, or encumber, voluntarily, involuntarily, by operation of law or otherwise its right to use the Access Road or the Non-Exclusive Area or any portions thereof.

9.1.5 **District's Rights.** The District may, in its sole and absolute discretion, from time to time:

(a) Make changes to the Access Road or the Non-Exclusive Area as long as reasonable access to the Premises remains available;

(b) Close temporarily any portion of the Access Road or the Non-Exclusive Area any purpose as long as reasonable access to the Premises remains available;

(c) Add improvements and other structures to the Access Road or the Non-Exclusive Area; and

(d) Do and perform such other acts and make such other changes in, to or with respect to the Access Road or the Non-Exclusive Area as the District deems reasonably appropriate and so long as such acts or changes do not materially and adversely interfere with Tenant's access to or from the Premises or the visibility of Tenant's Billboards.

9.2 Perimeter Fence. Tenant shall not construct a fence, wall, or any type of barrier or border on or around any portion of the District Property, the Access Road, or the Non-Exclusive Area.

10. Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by the District to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**" are conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon an Event of Default (as defined below), any such Inducement Provision is automatically deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration abated, given or paid by the District under an Inducement Provision will be immediately due and payable by Tenant to the District, notwithstanding any subsequent cure of the breach by Tenant. The acceptance by the District of rent or the cure of the breach which initiated the operation of this section will not be deemed a waiver by the District of the provisions of this section unless specifically stated in writing by the District at the time of such acceptance.

11. Signage. Except only for the existing Billboards, Tenant shall not construct, maintain, or allow any other signs (except signs related to safety measures), banners, flags or similar signage upon the Premises without the District's prior written consent, which shall not be unreasonably withheld. Unapproved signs, banners, flags, or similar signage may be removed by the District at its discretion without prior notice to Tenant. Sign rights granted to Tenant pursuant to this Lease will be personal to Tenant and may not be assigned. Tenant shall ensure that any approved signage and the installation and maintenance thereof complies with all applicable Laws and Existing Conditions.

12. Maintenance.

12.1 Tenant's Obligations. Tenant, at its sole cost and to the sole satisfaction of the District's Chief Engineer and General Manager ("**Chief Engineer**"), shall maintain in good order, condition, and repair (a) every part of the Premises (including, without limitation, the Billboards and any other permitted improvements located thereon), and (b) all equipment and personal property located in or on the Premises. Tenant shall repair, at its sole cost, any damage to the Premises (or any part thereof) caused in whole or in part by the negligence, act or omission of Tenant or Tenant's members, managers, agents, representatives, contractors, subcontractors, employees, or licensees. Tenant shall keep the Premises clean, neat, sanitary, and attractive to the satisfaction of the Chief Engineer at Tenant's sole cost. Tenant shall keep the Premises and the Billboards free and clear of rubbish, litter, and graffiti at Tenant's sole cost. Tenant expressly waives and releases its right to make repairs at the District's expense under Sections 1932(1) and 1942 of the California Civil Code, as amended, or under any other Laws. Further, Tenant shall be solely responsible for the management of all stormwater and runoff at or originating from the Premises and for any related permitting and compliance with applicable Laws. Tenant shall not conduct any activities on the Premises that have the potential to contribute, or that actually contribute, pollutants to the storm drain system.

12.2 District's Obligations. The District shall have no obligation to maintain, repair, or replace any aspect of the Premises, including, without limitation, the Billboards or other improvements located thereon. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute or Law now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

13. Entry and Inspection. The District and its authorized agents may, after notice that is reasonable under the circumstances, at all reasonable times during normal business hours and at any time without notice in an urgent situation, enter upon the Premises for the purposes of (a) inspecting the same, confirming that Tenant is complying with its obligations under this Lease, and protecting the interest therein of the District and (b) posting notices of non-responsibility, all without abatement of rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience resulting from such actions. The District may also enter on or pass through the Premises at such times as are required by

circumstances of emergency. The District's actions under this section will not constitute an actual or constructive eviction or relieve Tenant of any obligation with respect to making any repair, replacement, or improvement or complying with any Laws, order, or requirement of any government or other authority. No provision of this section shall be construed as obligating the District to perform any repairs, testing, alterations, or other improvements.

14. **Liens and Encumbrances.** Tenant shall keep the Premises free from any mechanic's, materialman's, architect's, engineer's or other liens or encumbrances, and any claim therefor, arising from any work performed by or on behalf of Tenant. Tenant shall remove any such claim, lien, or encumbrance of record, by bond or otherwise within 30 days after written notice from the District.

15. **Insurance.** Tenant, at its sole cost and expense, shall maintain during the Term the following insurance: (1) commercial general liability insurance applicable to the Premises and its appurtenances providing a minimum combined single limit of not less than \$3,000,000 per occurrence with an annual aggregate of not less than \$3,000,000; (2) special form property insurance covering the full replacement cost of all property, Alterations, and improvements installed or placed in the Premises by Tenant; (3) workers' compensation insurance as required by the State of California and employer's liability insurance including disease coverage of not less than \$1,000,000 per occurrence; and (4) business automobile liability insurance having a combined single limit of not less than \$1,000,000 per occurrence insuring Tenant against liability arising out of the ownership, maintenance or use of any owned, hired or non-owned automobiles, trucks, chassis or containers. Such policies shall remain in effect throughout the full Term of this Lease, and Tenant shall provide insurance coverage through insurers that have at least an "A" policyholders rating and an "X" financial rating in accordance with the current A.M. Best Key Rating Guide. All policies must be primary coverage without contribution of any other insurance carrier or on behalf of the District and the other County Sanitation Districts of Los Angeles County (any policy issued to District providing duplicate or similar coverage shall be deemed excess over Tenant's policies). All liability insurance policies shall name Tenant as the named insured. Tenant shall ensure that the District and other designees of the District are named as additional insureds. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include (a) a waiver of subrogation endorsement and (b) coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. If the general liability insurance contains a general aggregate limit, it shall apply separately to the Premises. The limits and types of insurance maintained by Tenant shall not limit Tenant's liability under this Lease. Tenant shall provide District with true, correct, and complete copies of certificates of such insurance (including copies of all required endorsements) as required under this Lease prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter upon renewals at least 10 days prior to the expiration of the insurance coverage. Acceptance by District of delivery of any certificates of insurance does not constitute approval or agreement by District that the insurance requirements of this section have been met, and failure of District to identify a deficiency from evidence provided will not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event any of the insurance policies required to be carried by Tenant under this Lease are cancelled prior to the expiration date of such policy, or if Tenant receives notice of any cancellation of such insurance policies from the insurer prior to the expiration date of such policy, Tenant shall (a) immediately deliver notice to District that such insurance has been, or is to be, cancelled, (b) shall promptly replace such insurance policy in order to assure no lapse of coverage occurs, and (c) shall deliver to District a certificate of insurance (including copies of all required endorsements) for such replacement policy. The insurance required to be maintained by Tenant hereunder are only District's minimum insurance requirements, and Tenant agrees and understands that such insurance requirements may not be sufficient to fully meet Tenant's insurance needs.

16. **Indemnification.** Tenant shall defend, indemnify and hold harmless the District and all other County Sanitation Districts of Los Angeles County, and their respective successors, assigns, partners, directors, officers, trustees, beneficiaries, members, employees, agents, lenders, attorneys and affiliates

(collectively, the “**Indemnified Parties**” or individually an “**Indemnified Party**”) from and against all claims, liabilities, losses, injuries, causes of action, suits, damages, fees, costs and expenses (including reasonable attorneys’ fees) which result from the negligence or any act or omission of Tenant or its members, managers, employees, agents, contractors, subcontractors, or licensees, a default, breach, or an Event of Default on the part of Tenant under this Lease, any misrepresentation on the part of Tenant under this Lease at the time such statement was made, any violation of applicable laws or Existing Conditions by Tenant, or Tenant’s occupancy of the Premises or use of the Access Road or Non-Exclusive Area . In the event any action or proceeding is brought against an Indemnified Party, by reason of any of the foregoing matters, Tenant shall, upon written notice from the Indemnified Party, defend that Indemnified Party, at Tenant’s sole expense, by counsel reasonably satisfactory to such Indemnified Party. The Indemnified Party need not have first paid any such claim in order to be defended or indemnified. All indemnities in favor of District under this Lease survive the expiration or termination of the Lease.

17. **Environmental.**

17.1 **Definitions.** The following defined terms are made a part of this Lease.

17.1.1 “**Contamination**” means all contamination of improvements, adjacent waters, soil, sediment, groundwater or air of the Premises or of adjacent property (including soil, sediment, groundwater or air of those adjacent properties) resulting from all Releases and Contamination that is considered a nuisance or unlawful under applicable laws, including Environmental Laws.

17.1.2 “**Environmental Laws**” means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term encompasses each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (A) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) (“**CERCLA**”); (B) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (C) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (D) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (E) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (F) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (G) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (H) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (I) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (J) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 11001 et seq.); (K) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (L) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (M) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (N) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (O) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

17.1.3 “**Environmental Site Assessment**” (“**ESA**”) means the process of conducting “all appropriate inquiry” into the past or present uses of a property to determine whether the property is impacted by a “recognized environmental condition.”

17.1.4 “**Governmental Authority**” means the United States, the State of California and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

17.1.5 “**Hazardous Materials**” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Laws. Without limiting the generality of the foregoing, the term shall mean and include:

(a) Hazardous Substances or Hazardous Substance as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste.

(b) Hazardous Waste as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder.

(c) Materials as defined as Hazardous Materials in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder.

(d) Chemical Substance or Mixture as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

17.1.6 “**Release**” or “**Released**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, disposing, or any other type of release of Hazardous Materials into the environment during the term of this Lease or any holdover, whether caused by Tenant or a third-party, that contaminates or threatens to contaminate the District’s improvements, adjacent waters, soil, sediment, groundwater or air of the Premises or of adjacent property (including soil, sediment, groundwater or air of those adjacent properties).

17.1.7 “**Remediation**” or “**Remediate**” means the cleanup or removal of Hazardous Materials Released from the environment, such actions as may be necessary to take in the event of the threat of Release of Hazardous Materials into the environment, such actions as may be necessary or required by the District or any Governmental Authority to monitor, assess, and evaluate the Release or threat of Release of Hazardous Materials, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a Release or threat of Release of Hazardous Materials.

17.2 Compliance with Environmental Laws. Tenant shall comply with all Environmental Laws and shall defend, indemnify and hold harmless the District and the Indemnified Parties from and against all claims, demands, liabilities, fines, penalties, damages, causes of action, suits, injuries, losses, fees, costs and expenses, including, but not limited to, costs of compliance, costs of Remediation, clean-up costs and attorneys’ fees, resulting from or related to the use, storage, disposal, transport or handling, or the emission, discharge or Release into the environment of any Hazardous Material from, on or at the Premises, the Access Road, or the Non-Exclusive Area as a result of any negligence, act or omission on the part of Tenant or any of the members, managers, employees, agents, representatives, contractors, or licensees of Tenant.

17.2.1 Generally; Notice. In its use and occupancy of the Premises and its use of the Access Road and the Non-Exclusive Area, Tenant shall comply (and shall immediately halt and remedy any incident of non-compliance) with (a) Environmental Laws, (b) all applicable environmental policies, rules and directives, (c) the environmental mitigation measures (“**Mitigation Measures**”) and Mitigation Monitoring and Reporting Program, if any. Tenant shall ensure that Tenant’s employees, agents, representatives and other individuals or entities entering upon the Premises at the request or invitation of

Tenant do not bring into, maintain upon, or release or discharge in or about the Premises any Hazardous Materials. Tenant shall immediately upon receipt provide District with copies of any notices or orders or similar notifications received from any Governmental Agency regarding compliance with any Environmental Laws.

17.2.2 Authorized Hazardous Products. Tenant's employees, agents, and other individuals or entities entering upon the Premises at the request or invitation of Tenant may bring into and maintain upon or about the Premises Hazardous Materials if and only if:

(a) Those specific Hazardous Materials have been approved in advance, in writing by the Chief Engineer ("**Authorized Hazardous Products**") which approval may be withheld in the Chief Engineer's sole and absolute discretion, and

(b) The Authorized Hazardous Products are maintained only in quantities reasonably necessary for Tenant's operations at the Premises, and

(c) The Authorized Hazardous Products and any equipment that generates the Authorized Hazardous Products are used and stored strictly in accordance with all applicable Laws (including Environmental Laws), the highest standards prevailing in the industry for those Authorized Hazardous Products and the manufacturers' instructions, and

(d) The Authorized Hazardous Products are not disposed of in or about the Premises in a manner that would constitute a Release or discharge of those substances, and

(e) All the Authorized Hazardous Products and any equipment that generates or holds Authorized Hazardous Products are removed from the Premises by Tenant prior to the expiration or earlier termination of this Lease.

17.3 Clean-up Obligations. Tenant shall furnish to the District, within 10 days after Tenant's receipt, copies of all notices and other communications received by Tenant with respect to any actual or alleged Release or discharge of any Hazardous Material in or about the Premises, the Access Road or the Non-Exclusive Area by Tenant. Tenant shall, whether or not Tenant receives any notice or communication, notify the District in writing of any discharge or Release of Hazardous Material on the Premises, Access Road, or Non-Exclusive Area caused by Tenant. In the event that Tenant is required to maintain any Hazardous Materials license or permit in connection with any use conducted by Tenant or any equipment operated by Tenant at the Premises, Tenant shall provide copies of each license or permit, each renewal of any license or permit, and any communication relating to suspension, renewal, or revocation of any license or permit. Copies of those documents must be furnished to the District within 10 days after receipt of or submission by Tenant. Tenant's compliance with the 2 immediately preceding sentences will not relieve Tenant of any obligation of Tenant under this Lease. With respect to the Premises, Tenant shall diligently and promptly commence, prosecute, and complete the clean-up and removal of all Hazardous Materials introduced into or on the Premises, the Access Road, or the Non-Exclusive Area by Tenant, or its employees, agents, representatives, guests, licensees, invitees, or contractors. Tenant at its sole expense shall perform clean-up, Remediation, and removal and shall Remediate the impacted areas to all applicable regulatory standards. Tenant shall undertake all testing and investigation required by any Governmental Authorities, promptly prepare and implement any remedial action plan required by any Governmental Authorities, and obtain all regulatory approvals for verification and closure. Tenant shall conduct all clean-up, Remediation and removal activities under this Section 17 to the satisfaction of the Chief Engineer and all applicable Governmental Authorities. Tenant shall inform the District (in writing on a weekly basis) of its progress, and the District may participate in all communications and meetings related to any clean-up and Remediation actions undertaken by Tenant. Tenant shall promptly provide to District copies of all studies, consultant reports, and correspondence related to any testing or clean-up actions undertaken by or on behalf of Tenant. The District may enter, inspect, and test the Premises for violations of Tenant's obligations under this Section 17. If Tenant removes any soils from the Premises for any reason, then Tenant

shall promptly fill the Premises to an at-grade level with clean fill compacted at the level of prior compaction, all to the satisfaction of District.

17.4 Survival of Obligations. Except as otherwise provided in this Section 17, this Section 17 and the obligations herein shall survive the expiration or earlier termination of this Lease.

18. Surrender, Restoration and Holding Over. Tenant shall deliver and surrender to the District possession of the Premises (or portions thereof, as provided in Section 3.3) upon the expiration of the Lease, or its termination in accordance with the terms of the Lease, in good working order and repair, ordinary wear and tear excepted. Upon surrender of the Premises, upon demand by the District, Tenant shall remove any tenant improvements (including, without limitation, the above-ground portions of the Billboards and all related appurtenances, including, without limitation, the footings) and restore the Premises to the condition reasonably satisfactory to the District, ordinary wear and tear excepted. Notwithstanding anything to the contrary contained in this Lease, if Tenant continues in possession of the Premises or any portion thereof following the expiration or termination of this Lease, the monthly Base Rent shall increase, automatically and without notice, to an amount which shall be no less than 150% of the Base Rent in effect immediately preceding such holding over. The Parties agree that the foregoing amount of Base Rent payable during any hold over by Tenant is a reasonable amount. The foregoing is not to be construed to waive, limit or impair, in any way, any of District's rights or remedies under this Lease, at law or equity, in the event of the expiration or termination of the Lease or in the event of any default or breach on the part of Tenant. Tenant shall indemnify, defend, protect and hold harmless all Indemnified Parties from and against any and all damages, losses, liabilities, causes of action, claims, injuries, lawsuits, costs and expenses whatsoever (including reasonable attorneys' fees and costs), whether direct or indirect, known or unknown, or foreseen or unforeseen, resulting from Tenant's continued possession of the Premises following the expiration or termination of this Lease.

19. Assignment and Subletting.

19.1 General. Tenant shall not, without the prior written consent of District (which consent shall not be unreasonably withheld, conditioned or delayed) sell, transfer, convey, exchange, assign, pledge, hypothecate, dispose of, or encumber, voluntarily, involuntarily, by operation of law or otherwise this Lease (or any portion thereof) or its rights hereunder (collectively a "**Transfer**") or sublease the Premises or any part thereof. Except only as expressly provided in this Section 19.1, any sale, assignment, conveyance, exchange, transfer, disposition, pledge, hypothecation or encumbering of any of the stock of Tenant or of any part of the beneficial or ownership interest of Tenant, whether voluntarily, involuntarily, by operation of law, or otherwise is deemed to constitute a Transfer requiring the District's consent under this Lease. Tenant shall ensure that any request by Tenant to the District to assign the Lease or sublease the Premises is consistent with the Surplus Land Act. Any assignment or subletting without consent shall, at the District's option, be a noncurable Event of Default without the necessity of any notice and grace period. Tenant's remedy for any breach of Section 19.1 by the District shall be limited to compensatory damages and/or injunctive relief. Notwithstanding anything to the contrary contained in this Section 19.1, an assignment of the Lease to an Affiliate (as defined below) of Tenant (the "**Permitted Assignment**") will not require the District's consent provided that Tenant notifies the District of the Permitted Assignment, in writing, at least 30 days prior to the effectiveness of such Permitted Assignment (the "**Permitted Assignment Notice**"). Concurrently upon delivery of the Permitted Assignment Notice to the District, Tenant shall provide to the District a true, correct, and complete copy of the Assignment and Assumption Agreement by and between Tenant, as assignor, and Affiliate, as assignee, detailed, written evidence that the assignee is an Affiliate (as defined in this Lease), and such additional information and documentation concerning the Permitted Assignment or the assignee as may be requested by the District. The term "**Affiliate**" shall mean (a) any entity that is Controlled by, Controls or is under common Control with, Tenant or (b) any entity that (i) merges with, is acquired by, or acquires Tenant through the purchase of stock or assets or (ii) acquires all or substantially all of Tenant's assets in the Southern California market, and where the net worth of the surviving entity as of the date such transaction is completed is not less than

that of Tenant, or in the case of (ii) above, is not less than Tenant's net worth with respect to its assets in the Southern California market, immediately prior to the transaction calculated under generally accepted accounting principles and evidenced based upon financial statements delivered to the District. "Control," as used in this Section 19.1, shall mean the ownership, directly or indirectly, of greater than 50% of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of greater than 50% of the voting interest in, an entity.

19.2 Terms and Conditions Applicable to Assignment and Subletting. Regardless of the District's consent, any assignment or subletting shall not: (a) be effective without the express written assumption by such assignee or sublessee of the obligations of Tenant under this Lease, or (b) release Tenant of any obligations under this Lease that accrued prior to such assignment or sublease. The District may accept Rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of the District's right to exercise its remedies for Tenant's default or breach. The District's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting. Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to the District's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$1,500 or 10% of the current monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as consideration for the District's considering and processing said request. Tenant agrees to provide the District with such other or additional information and/or documentation as may be reasonably requested. Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which the District has specifically consented to in writing.

20. Casualty/Condemnation.

20.1 Casualty. If Tenant causes damage to or the destruction of facilities or improvements located within the Premises, or if facilities or improvements located with the Premises are declared unsafe or unfit for use or occupancy by a public entity with jurisdiction over the Premises, then Tenant shall commence repair or replacement of the improvements as required or permitted under this section as soon as practical, but no later than 90 days after the event that caused the damage or destruction, in each case subject to receipt of all required permits and approvals. Tenant shall diligently perform such repairs to completion subject to receipt of all required permits and approvals. Tenant shall repair all aspects of the Premises in accordance with the provisions of this Lease and to the reasonable satisfaction of the District and subject to receipt of all required permits and approvals. If the Premises are damaged or destroyed through no negligence, act or omission of Tenant and, as a result of such damage or destruction, Tenant, in its reasonable judgment, determines that the same are not suitable for the Permitted Use, then Tenant shall have the option to terminate this Lease by delivering written notice to District within 60 days following the occurrence of such damage or destruction, in which event this Lease will terminate as of the date specified in Tenant's notice. If Tenant does not terminate this Lease as provided above in strict accordance with the time period set forth in the immediately preceding sentence, this Lease will continue in full force and effect. Rent will abate during restoration and repair of the Premises in the event that despite Tenant's commercially reasonable efforts such restoration and repair requires longer than 60 days to complete and provided that Tenant is unable to generate any revenue from the Billboards during such period; provided, however, notwithstanding anything to the contrary in this Section 20, in no event shall the rent abatement period exceed 90 days. District has no obligation to restore or repair the Premises.

20.2 Eminent Domain. If greater than 25% of the area of the Premises is taken under power of eminent domain, this Lease will terminate as of the date of that condemnation, or as of the date possession is taken by the condemning authority, whichever first occurs. No award for any taking will be apportioned, and Tenant hereby assigns to the District any award made in such taking or condemnation together with all rights of Tenant in or to the same or any part of the Premises. The District shall not retain any interest in or require Tenant to assign to the District any award made to Tenant for the taking of the personal property and fixtures of Tenant, the value of Tenant's leasehold estate, or the goodwill of Tenant's business, or for the interruption of or damage to Tenant's business, provided that the award does not diminish any award to the District. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

21. Alterations.

21.1 Approval. Notwithstanding any other provisions of this Lease, any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("**Alterations**") are subject to District's prior written consent which consent may be withheld in the District's reasonable discretion. Minor repairs to the Billboards (costing less than \$10,000 per repair) to maintain their current dimensions and functions are not subject to approval under this section. However, major modifications to the Billboards, including, but not limited to, upgrading the Billboards to digital displays (if permitted by the District pursuant to the terms of this Lease), are Alterations that are subject to approval under this section. If Tenant is making an Alteration that requires the District's consent as provided in this section, Tenant, at its sole cost and expense, shall cause plans and specifications ("**Plans and Specifications**") to be prepared for such Alterations. Tenant shall submit the Plans and Specifications to the Chief Engineer for review and approval and shall not undertake any Alterations unless and until such Plans and Specifications have been approved, in writing, by the Chief Engineer. Within 30 days after receipt of an invoice, Tenant shall pay the District's actual costs incurred for review of the Plans and Specifications for the proposed Alterations. Tenant shall be solely responsible for constructing any Alterations. Tenant shall construct the Alterations in accordance with the approved Plans and Specifications.

21.2 Standard of Construction. All Alterations will be constructed at Tenant's sole cost and expense, in a good and workmanlike manner that conforms to all applicable Laws, and by contractors acceptable to the District. Tenant shall only use good grades of materials. The District may monitor construction of the Alterations. The District's right to review Plans and Specifications and to monitor construction shall be solely for its own benefit, and the District shall have no duty to verify that such Plans and Specifications or construction comply with applicable Laws. Tenant shall obtain any and all applicable permits and governmental approvals with respect to all Alterations performed by Tenant and shall immediately provide to the District complete and correct copies thereof upon receipt.

21.3 Payment by Tenant. Tenant shall provide the District with the identities and mailing addresses of all persons, contractors, subcontractors or material suppliers performing Alterations prior to beginning such work, and the District may post on and about the Premises, but not on the Billboards, notices of non-responsibility pursuant to applicable Law. Tenant shall assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company reasonably satisfactory to the District protecting the District against liability for personal injury or Premises damage during construction. Upon completion of any Alterations, Tenant shall deliver to the District sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations, final lien waivers from all such contractors and subcontractors, and a recorded Notice of Completion.

21.4 Prevailing Wages. Tenant acknowledges and agrees that it has been informed by the District that it may be obligated to pay no less than the prevailing wages ascertained and published by the California Department of Industrial Relations and on file with the County's Board of Supervisors

("Prevailing Wages") in connection with certain demolition, Alterations, or other construction or work performed at the Premises. It is Tenant's sole responsibility (without the assistance of the District) to determine whether Tenant is obligated pursuant to applicable Laws to pay Prevailing Wages in connection with any demolition, Alterations, or other construction or work performed at the Premises. The District shall have no liability whatsoever in connection with Tenant's obligation to pay Prevailing Wages or its determination in connection therewith. Tenant shall cause notices of prevailing wages to be posted as required by the California Labor Code and other applicable Laws, if necessary. The District has the right but not the obligation, at any time, to inspect the Premises and to determine whether Tenant is and/or should be obligated to pay Prevailing Wages. It shall be an Event of Default under this Agreement if Tenant fails to pay Prevailing Wages if they are required to be paid pursuant to applicable Laws.

21.5 Alterations and Improvements upon Surrender. Upon surrender of the Premises, all Alterations and any leasehold improvements constructed by Tenant (other than the Billboards) shall remain on the Premises, except to the extent the District requires removal at Tenant's expense of any such items or the District and Tenant have otherwise agreed in writing in connection with the District's consent to any Alterations. Prior to the expiration or termination of this Lease, Tenant, at its sole expense, shall repair any and all damage caused by such removal and restore the Premises to its condition existing upon the Commencement Date, normal wear and tear excepted.

22. Default.

22.1 Tenant Default. The following events constitute events of default (an "Event of Default") on the part of Tenant under this Lease:

22.1.1 Tenant's failure to pay rent within 10 days after written notice of non-payment received from District.

22.1.2 Tenant's failure to establish and maintain a Security Deposit, if any is required, in sufficient amount as described in this Lease.

22.1.3 In case of or in anticipation of bankruptcy, insolvency, or financial difficulties:

(a) The making by Tenant of any general assignment for the benefit of creditors;

(b) A case is commenced by or against Tenant under Chapters 7, 11, or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within 60 days of filing;

(c) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days of such appointment; or

(d) Tenant's convening of a meeting of its creditors or any class of its creditors for the purpose of affecting a moratorium upon or composition of its debts.

22.1.4 Tenant's failure to comply with or to perform any other term, covenant, condition or rule under this Lease within 30 days following receipt of written notice from District; provided, however, that if due to the nature of such breach, cure is not reasonably possible within such 30 day period, Tenant shall not be deemed in breach if cure is commenced within the initial 30 day period and diligently pursued to completion; provided however, in no event shall Tenant's cure period exceed 120 days.

22.1.5 The discovery that any financial statement of Tenant given to the District was false.

22.1.6 A misrepresentation by Tenant under this Lease at time the representation was made.

23. **District's Remedies.**

23.1 **Rights and Remedies.** Upon the occurrence of any breach or Event of Default on the part of Tenant, District shall have the following rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised or not exercised without precluding the District from exercising any other remedy provided in this Lease or otherwise allowed by law or in equity:

23.1.1 **Termination.** The District may terminate this Lease and all rights of Tenant under this Lease by giving written notice of termination to Tenant. In the event that the District elects to terminate this Lease, the District may recover from Tenant:

(a) Damages permitted by California Civil Code Sec. 1951.2(a), including the worth at the time of award of the unpaid rent which had been earned at the time of termination; the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and any other amount necessary to compensate the District for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of recovering possession of the Premises, expenses of reletting (including necessary repair, renovation, and alteration of the Premises), brokers' fees incurred, reasonable attorneys' fees, and any other reasonable fees and costs; and

(b) At the District's election, such other sums in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The "worth at the time of award" of the amounts due prior to and after the date of award will be computed by allowing interest at the rate of the highest rate permitted by Law from the date such amounts accrued to the District. The worth at the time of award of amounts due after the date of award will be computed by discounting those amounts at 1% above the discount rate of the Federal Reserve Bank of San Francisco at the time of award.

(c) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as the District does not terminate Tenant's right to possession, and, if permitted under applicable Law, the District shall have all of its rights and remedies, including the right, pursuant to California Civil Code Section 1951.4, to recover all rent as it becomes due under this Lease, if Tenant has the right to sublet or assign, subject only to reasonable limitations. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of the District to protect the District's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by the District to Tenant.

23.2 **Lease to Remain in Effect.** Notwithstanding District's right to terminate this Lease, District may, at its option, even though Tenant has breached this Lease and abandoned the Premises, continue this Lease in full force and effect and not terminate Tenant's right to possession, and enforce all of District's rights and remedies under this Lease. The District has the remedy described in California Civil Code Section 1951.4 (the District may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). Further, in such event, the District shall be entitled to recover from Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' fees and receivers' fees,

incurred in connection with appointment of and performance by a receiver to protect the Premises and District's interest under this Lease. No re-entry or taking possession of the Premises by District shall be construed as an election to terminate this Lease unless a notice (signed by a duly authorized representative of District) of intention to terminate this Lease is given to Tenant.

23.3 All Sums Collectible as Rent. All sums due and owing to District by Tenant under this Lease shall be collectible by District as rent.

23.4 No Surrender. No act or omission by District or its agents during the Term shall be an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by a duly authorized representative of District. District shall be entitled to a restraining order or injunction to prevent Tenant from defaulting under any of its obligations other than the payment of rent or other sums due hereunder.

23.5 Effect of Termination. Neither the termination of this Lease nor the exercise of any remedy under this Lease or otherwise available at law or in equity will affect District's rights of indemnification set forth in this Lease or otherwise available at law or in equity for any negligence, act or omission of Tenant, and all rights to indemnification and other obligations of Tenant intended to be performed after termination or expiration of this Lease shall survive termination or expiration of this Lease, such survival not to exceed any applicable period provided by law.

24. **Tenant Remedies.** If the District fails to perform any of its obligations under this Lease, and the District does not perform such obligation within 30 days after receipt of written notice from Tenant, Tenant shall be entitled to exercise all remedies available to Tenant at law or in equity. Notwithstanding the foregoing, if due to the nature of such default, cure is not reasonably possible within such 30 day period, District shall not be deemed in breach if cure is commenced within the initial 30 day period and diligently pursued to completion.

25. **Premises Condition.**

25.1 ADA Accessibility.

25.1.1 CASp Statement. District makes the following statement based on District's actual knowledge in order to comply with California Civil Code Section 1938: The Premises has not undergone an inspection by a Certified Access Specialist ("CASp").

25.1.2 No Representations. Since compliance with the Americans with Disabilities Act ("ADA") is dependent upon Tenant's specific use of the Premises, District makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Tenant agrees to make any such necessary modifications and/or additions at Tenant's expense.

25.1.3 Right to CASp. A Certified Access Specialist ("CASp") can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the District may not prohibit the Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

25.1.4 Fee for CASp. District and Tenant hereby mutually agree that in the event a CASp inspection is requested by Tenant, the fee for the CASp inspection and the cost of making any

repairs necessary to correct violations of construction-related accessibility standards noted in the CASp inspection shall be paid solely by Tenant.

26. **Notice.** Any notices or invoices relating to this Lease, and any request, demand, statement or other communication required or permitted hereunder must be in writing and delivered by overnight service (such as FedEx, UPS, etc.), hand delivery, or U.S. Mail, with a courtesy copy by email to the email address set forth below. Each of the Parties shall promptly notify each other of any change of contact information. A notice will be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours or if delivered overnight service; or (b) on the third business day following mailing by U.S. mail to the address set forth below.

If to District: Los Angeles County Sanitation Districts
Attn: Stan Pegadiotes, Planning and Property Management Section Head
1955 Workman Mill Road
Whittier, CA 90601
(562) 908-4288, extension 2705
spegadiotes@lacsds.org

If to Tenant: Clear Channel Outdoor, LLC
Attn: John Carroll, Senior Real Estate Representative
19320 Harborage Way
Torrance, CA 90501
(310) 755-7239 office
(310) 916-2671 cell
JohnCarroll@clearchannel.com

27. **Security.** The District shall have no obligation to provide security with respect to the Premises; however, Tenant shall have the right hereunder to perform or contract for security service with respect to the Premises on a 24 hours per day, 7 days per week basis. Additionally, Tenant is advised that the District may leave the access gate located at the entrance to the Access Road (as shown on Exhibit A) (the “**Access Gate**”) open at all times or at any time. The District shall not be responsible for any damage or theft at the Premises resulting from the Access Gate being open. Additionally, the District makes no warranties, express or implied, relating to the security of the Premises, and the District shall not be responsible or liable for any damage to any improvements at the Premises (including, without limitation, the Billboards).

28. **Method of Operations.** Tenant shall conduct its operations at the Premises in a careful, skillful and workmanlike manner.

29. **Labor Relations.** Tenant shall exercise complete and exclusive control over and responsibility for all aspects of hiring, employment, supervision, direction, hours, working conditions, compensation, discipline and discharge for all individuals engaged to carry on work arising from or relating to operations to be performed under this Lease.

30. **Miscellaneous.**

30.1 **Mechanic’s Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of District or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. District may record, at its election, notices of non-responsibility pursuant to California Civil Code Section 8444 in connection with any work performed by Tenant. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in

connection with any work performed on the Premises and that it will save and hold District harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of District in the Premises or under this Lease. Tenant shall give District immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to District within such 30 day period. Without limiting any other rights or remedies of District, if Tenant fails for any reason to cause a lien or encumbrance to be discharged within 30 days of the filing or recording thereof, then District may take such action(s) as it deems necessary to cause the discharge of the same (including, without limitation, by paying any amount demanded by the person or entity who has filed or recorded such lien or encumbrance, regardless of whether the same is in dispute), and District shall be reimbursed by Tenant for all reasonable costs and expenses incurred by District in connection therewith within 5 business days following written demand therefor.

30.2 Invalidity. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular Party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other Party.

30.3 Construction. The headings used in this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. This Lease shall be construed neither for nor against the drafting Party, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms.

30.4 No Waiver. No waiver by the District of the breach or default of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent default or breach by Tenant of the same or of any other term, covenant or condition hereof. The District's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the District's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of rent by the District shall not be a waiver of any default or breach by Tenant. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing by the waiving Party.

30.5 Integration; Modification. This Lease sets forth all of the agreements and understandings of the Parties with regard to its subject matter and any amendment or modification must be written and duly executed by both Parties.

30.6 Authorization. The individual(s) executing this Lease on behalf of the Tenant represent and warrant they have authority and power to execute this Lease on behalf of the Tenant.

30.7 Governing Law. This Lease shall be interpreted and governed by the laws of the State of California.

30.8 Covenants and Conditions. All of Tenant's obligations under this Lease are covenants and conditions.

30.9 Entire Agreement; Counterparts. This Lease contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Lease, and all prior agreements and/or understandings, whether written or oral, are superseded hereby. This Lease may be executed in one or more counterparts, which when taken together, shall constitute one and the same original.

30.10 Delegation to Chief Engineer. The Chief Engineer, or his/her designee, is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Lease.

30.11 District Exculpation. The liability of District and the Indemnified Parties to Tenant for any default or other wrongful act by District relating to the Premises or the Premises is limited solely and exclusively to an amount which is no more than the net interest of District in the Premises. None of the Indemnified Parties will have any personal liability for any act, negligence or omission of the District, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Notwithstanding anything to the contrary in this Lease, neither District nor any of the Indemnified Parties shall be liable under any circumstances for Tenant's loss of profit, loss of rents or other revenues, loss of business opportunity, loss of good will or loss of use, or other similar forms of consequential damages, in each case however occurring.

30.12 Attorneys' Fees. In the event any action is instituted by a Party to interpret or enforce this Lease, the prevailing Party in such action (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.

30.13 Public Records. Tenant acknowledges that any and all written information submitted to or obtained by the District from Tenant or any other person or entity having to do with or related to this Lease or the Premises, either pursuant to this Lease or otherwise may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (California Government Code Section §§ 6250 through 6276.48) as now in force or as may be amended (the "Act"). Tenant hereby waives, for itself, its members, managers, agents, employees, representatives, and any person claiming by, through, or under Tenant, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, liabilities, or obligations arising out of or resulting from a claim by Tenant that such information is a trade secret, or confidential, or is not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

30.14 Partnership. Nothing contained in this Lease shall be construed to make the District and Tenant partners or joint venturers, or to render either Party liable for the debts or the obligations of the other.

30.15 Estoppel Certificate. Within 10 business days after request by the District, Tenant shall execute, acknowledge, and deliver to the District an Estoppel Certificate confirming and certifying the accuracy of any and all statements and information regarding this Lease as may be reasonably requested by the District.

30.16 Time. Time is of the essence with respect to Tenant's performance of its obligations under this Lease.

30.17 Tenant Authority. Tenant represents and warrants for the benefit and reliance of District that (a) Tenant has the legal power, right and authority to enter into this Lease, and (b) all requisite corporate action has been taken by Tenant in connection with entering into this Lease. Tenant additionally represents and warrants for the benefit and reliance of the District that Tenant is not acting, directly or indirectly, for, or on behalf of, any group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control and Tenant is not engaging in the transaction contemplated by this Lease (this "**Transaction**"), directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of,

any such person, group, entity or nation. Tenant is not engaging in this Transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering.

30.18 One-Time Administration Fee. Tenant has agreed to pay the District a one-time fee of \$7,500 (the “Fee”) for the fees and costs incurred by the District in connection with the preparation of this Lease. Tenant shall pay the Fee to the District in 12 equal monthly installments of \$625 each. Such installments shall be paid commencing on the Commencement Date concurrently with the Base Rent and shall be considered to be “rent” under this Lease.

30.19 Representations. Tenant additionally represents and warrants for the benefit and reliance of the District as follows: (a) neither Foster, nor Tenant, nor the District is in default or breach under the 1981 Lease, and there exists no event which with the giving of notice or passage of time or both would constitute a default or breach on the part of the District, Foster, or Tenant under the 1981 Lease; (b) Tenant, is unaware of any claims, causes of action, offsets or defenses against the District in connection with the 1981 Lease; (c) neither Foster, nor Tenant made any agreement with the District or any agent, representative or employee of the District concerning free rent, partial rent, rebate payments or any other type of rental or other economic inducement or concession with respect to the 1981 Lease; and (d) Tenant (i) is not presently engaged in nor does it presently permit, (ii) has not at any time in the past engaged in nor permitted, and (iii) has no knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of the premises that are the subject of the 1981 Lease, or any portion thereof, involving, in any way, the handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of Hazardous Materials.

30.20 Commission. Tenant and District represent and warrant to the other that it has had no dealing with any person, firm, broker or finder in connection with the negotiation of this Lease, and that no broker or other person, firm or entity is entitled to any commission or finder’s fee in connection with this transaction. Tenant and District agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any broker, finder or other person by reason of any dealing or actions of the indemnifying Party, including any costs, expenses, including attorneys’ fees, reasonably incurred with respect thereto.

30.21 Consultation. The Parties hereto hereby represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this Lease, that each of them has read and understood the provisions of this Lease and is fully aware of the contents and legal effect thereof.

30.22 Days. Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease means and refers to calendar days.

30.23 Attachments to Lease. This Lease includes the following exhibit which is attached to this Lease and made a part of this Lease:

Exhibit A – Depiction of Premises

[Signature page immediately follows]

The Parties are signing this Lease as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

**APPROVED BY:
COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors


ATTEST:

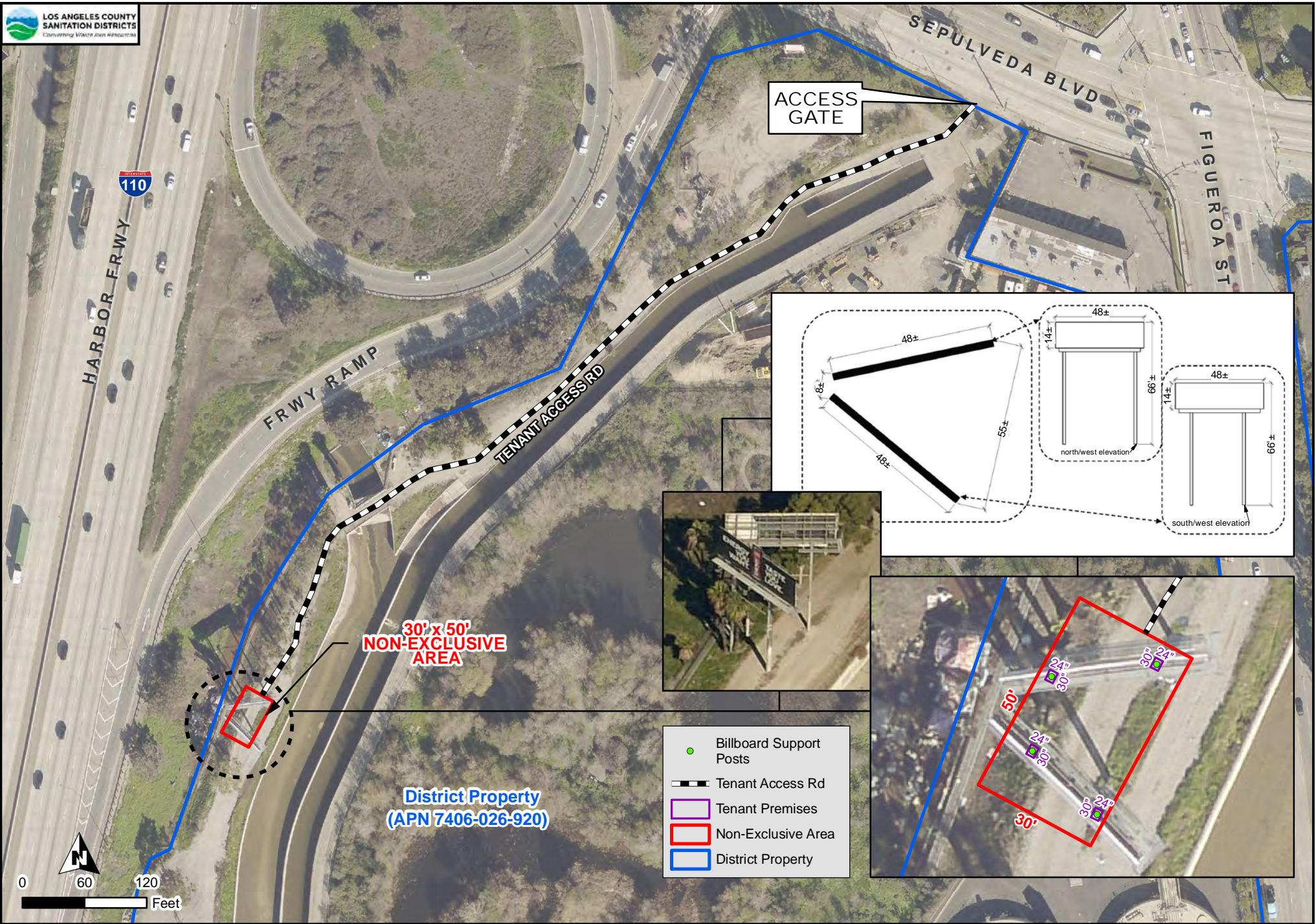
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

CLEAR CHANNEL OUTDOOR, LLC,
a Delaware limited liability company

By: _____

Greg McGrath
Regional President
Southern California Division



LEASE AGREEMENT - CLEAR CHANNEL ADVERTISING BILLBOARDS AT JWPCP
COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY

EXHIBIT A