

TENANT ATTORNMENT AND ESTOPPEL CERTIFICATE

THIS TENANT ATTORNMENT AND ESTOPPEL CERTIFICATE ("Certificate") is made as of Sept 27th, 2017 (the "Certificate Date"), by CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Tenant").

RECITALS

- A. AMANPUR INVESTMENTS, LLC, a California limited liability company ("AMANPUR"), as landlord, and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, as tenant, entered into that certain Clear Channel Outdoor Lease #65391 ("Lease"), a copy of which is attached hereto as **Exhibit A**, pertaining to a portion of the property located at 1788 Palm Avenue, San Diego, California 92154 ("Leased Property"), commencing on July 1, 2008. The Leased Property is more completely described and depicted on **Exhibit B**.
- B. As part of a previous sales transaction of the entirety of the real property located at 1788 Palm Avenue, San Diego, CA 92154 ("Sale Property"), Alkosh Inc. / Super 8 Motel assigned the Lease to Amanpur Investments, LLC.
- C. Amanpur Investments, LLC ("SELLER") and the City of San Diego have entered into a Purchase and Sale Agreement for the Sale Property on which the Leased Property is located. As part of the terms and conditions of that sale, SELLER is assigning the Lease to the City of San Diego ("CITY") effective October 23, 2017.
- D. SELLER has expressed its intent to assign and transfer all its interests under the Lease Documents to the CITY, and CITY has expressed its intent to assume and be assigned all of SELLER's interests under the Lease Documents, as reflected in that certain Assignment of Lease ("Assignment"), an unsigned copy attached hereto as **Exhibit C: Assignment of Lease** by SELLER. It is the intention of the Assignment to make CITY the direct landlord of Tenant upon the effective date of transfer of SELLER's interests in the Leased Property pursuant to the Assignment to CITY, subject to the same terms, covenants, and conditions of the Lease.

TENANT ATTORNMENT

1. Attornment. Effective as of October 23, 2017 and subject to the consummation of the closing of the Sale Property by CITY, Tenant recognizes and attorns to CITY as successor to all of SELLER's interests pursuant to the Lease, and Tenant accepts CITY as CITY landlord under the Lease, with the exception of those interests and liabilities which by their nature survive the Assignment and remain with SELLER relative to its respective period of interest in the Leased Property. Notwithstanding the foregoing, CITY shall be responsible for and is assuming all of the "landlord's" obligations of a continuing nature under the Lease. Tenant agrees to be bound by the same terms, covenants, and conditions of the Lease to CITY for the remainder of the Lease term, subject to performance by the CITY of its obligations under the Lease. Tenant shall continue to maintain and operate its outdoor advertising structure under the Lease in accordance with the terms of the Lease and hereby agrees to perform its obligations under the Lease to CITY as its landlord under the Lease, including without limitation, payment of all rents due under the Lease, all _____ without execution of any further instruments.

2. Notices. CITY's address for any notice required or permitted to be given to the landlord under the Lease is as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

ESTOPPEL, REPRESENTATIONS AND WARRANTIES

3. Estoppel, Representations and Warranties. Tenant hereby represents and warrants to CITY that each of the following statements is true and correct as of the Certificate Date:

TENANT SHALL NOTIFY CITY OF ANY CHANGES TO ANY AND EACH OF THE FOLLOWING STATEMENTS PRIOR TO OCTOBER 23, 2017:

- 3.1 The Lease presented in **Exhibit A** is a true, correct, and complete copy of the agreement under which Tenant occupies and uses the Leased Property. The Lease represent the entire agreement between Tenant and SELLER as to the Leased Property, and the Lease has not been amended, modified, supplemented, renewed, or extended by Tenant, except as herein provided. There are no other agreements written or oral between Tenant and SELLER with respect to the Lease and/or the Leased Property.
- 3.1.1 There is a possible typographic error in the legal description for the Leased Property, and if so, Tenant and CITY agree to make best efforts to correct the error as expeditiously as possible.
- 3.1.2 There is a typographical error in the name of Tenant in paragraph 1 of the Lease, which should be "Clear Channel Outdoor, Inc." not "Clear Channel Company".
- 3.2 The Lease has not been encumbered, sublet, hypothecated, assigned, transferred, subordinated, and has not been committed as security for any debt or other obligation, by Tenant.
- 3.3 The amount of rent under the Lease effective July 1, 2008, is \$333.34 per month for an outdoor advertising structure.
- 3.4 There is no security deposit ("Security Deposit").
- 3.5 Pursuant to the Lease, Tenant has accepted, is now in possession of, and currently occupies a portion of the Leased Property for its outdoor advertising structure.
- 3.6 TO TENANT'S ACTUAL KNOWLEDGE, AND EXCEPT AS PROVIDED BELOW: (1) All conditions and work required to be furnished and performed by SELLER under the Lease have been satisfied and completed; and, (2) All duties of an inducement nature required of SELLER under the Lease have been fulfilled:

(MARK "NONE" IF APPLICABLE)

X NONE _____

- 3.7 To Tenant's actual knowledge, there is no breach of default on the part of SELLER under the Lease, and no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute a default by SELLER. Tenant does not presently claim any defenses, set-offs, rebates, adjustments, concessions, abatements, or credits against or with respect to rent, additional rent, security deposits, or other sums payable under the terms of the Lease.
- 3.8 To Tenant's actual knowledge, there is no breach or default on the part of Tenant under the Lease, and no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute a default by Tenant.
- 3.9 Tenant has a preferential right to purchase the Leased Property under the Lease pursuant to Section 4 of the Lease. Tenant hereby agrees to a one-time waiver of the right of first refusal contained in paragraph 4 of the Lease with respect to the offer by CITY to purchase the Sale Property, based on the CITY as purchaser, the purchase price and other terms of the Purchase and Sale Agreement for the Sale Property as provided. Should the purchaser, purchase price or any other term of the Purchase and Sale Agreement for the Sale Property change, or should the CITY or any successor owner of the Sale Property receive any other offer to purchase the Sale Property during the term of the Lease or any extension thereof, the provisions of paragraph 4 of the Lease will continue to apply to any change or new offer and in such event CITY shall be required to provide an additional right of first refusal to Tenant to match such new or changed terms. Also, should CITY sell the Sale Property, paragraph 4 of the Lease requires CITY to 1) notify the purchaser of the Lease, 2) provide the Purchaser with a copy of the Lease, and 3) promptly notify Tenant of the change in ownership.
- 3.10 To Tenant's actual knowledge, there are no existing, pending, or threatened lawsuits with regard to or deriving from the Lease and or the Sale Property, including the Leased Property, between Tenant and SELLER or any of its agents or managers.
- 3.11 The phrase "To Tenant's actual knowledge" means the actual, present knowledge of Tenant or Tenant's legal representative, without duty of inquiry. Each individual executing this Certificate on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Certificate on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement. Notwithstanding anything to the contrary contained herein, the person executing this Certificate shall have no, and hereby disclaims all, personal liability relative to the matters set forth herein. Each party executing this Certificate represents and warrants that this Certificate is binding upon such party in accordance with its terms. Each party which is not a natural person represents and warrants that it is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that it is qualified

to do business in California.

- 3.12 THIS CERTIFICATE IS MADE BY TENANT AS OF THE DATE FIRST WRITTEN ABOVE WITH THE UNDERSTANDING THAT CITY WILL RELY ON IT AND THE ACCURACY OF ITS CONTENTS IN CONNECTION WITH CITY'S ASSUMPTION OF THE LEASE DOCUMENTS AND PURCHASE OF THE PROPERTY PURSUANT TO THE PURCHASE AND SALE AGREEMENT AND ASSIGNMENT BETWEEN CITY AND SELLER.

IN WITNESS WHEREOF, this Certificate is executed to be made as of the Certificate Date.

CLEAR CHANNEL OUTDOOR, INC., a
Delaware corporation

By: 

Name: GREG MCGRATH

Title: PRESIDENT SOCA

Date: 9/26/17

Exhibit A: Lease Document
Exhibit B: Description and Depiction Of Leased Property
Exhibit C: Assignment of Lease by SELLER

Exhibit A: Lease

[TO FOLLOW BEHIND THIS PAGE]

14
15

16
17

CLEAR CHANNEL OUTDOOR

Lease # 65391

1. This Lease Agreement ("Lease") is entered into between ("Landlord") and Clear Channel Company, a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as Palm NL 645' E/O 19th SE 1/4 of SW 1/4 Sec. 21 T18 S R2W SBB+M in the City of San Diego in the County of San Diego in the State of California ("Property"). The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). This Lease includes all necessary rights of ingress and egress. Tenant may license the use of the Structures, or any portion thereof, for any lawful purpose.

2. This Lease shall be in effect for an initial term of twenty five (25) years, commencing on July 1, 2008. If a government or quasi-government entity acquires the Property, then the lease shall be extended to the date, which is 15 years from the date of acquisition.

3. The rent shall be Four Thousand & NO/100 (\$ 4,000.00) dollars per year payable in twelve (12) equal monthly installments.

4. This Lease shall continue in full force and effect for its initial term and thereafter for subsequent like terms, unless not less than ninety (90) days before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination, provided that Tenant shall have the right to terminate the Lease at the end of any thirty (30) day period upon written notice to Landlord served not less than thirty (30) days prior to the end of such thirty day period. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Tenant the right of first refusal to match any offer acceptable to Landlord for the use or purchase of all or any portion of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Tenant. Tenant shall then have ten (10) business days in which to match such offer by giving notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Tenant's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures need to be removed. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Tenant shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant, may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole opinion: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.

8. If the Structures or the Property, or any part thereof, are condemned by proper authorities: taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining property or to terminate this

Lease # 65391

Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. 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.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

Clear Channel Outdoor

Date: _____

By: _____

Its: _____

Branch/Address: _____

19320 Harborage WayTorrance, CA 90501Tel No. (310) 755-7200

LANDLORD

By: _____

Title: _____

Printed Name of Landlord: Super 8 MotelAddress: 1788 Palm Ave.San Diego, CA 92154→ Tel No. 619 555-4421SS or Tax ID No. 47-0872386 33-0957044

Clear Channel Officer Initials: _____ Landlord Initials: LE WHEN INITIALED ON BEHALF OF BOTH CLEAR CHANNEL AND LANDLORD, THIS AGREEMENT IS SUPPLEMENTED AND/OR MODIFIED BY AN ATTACHED ADDENDUM.

Exhibit B: Description and Depiction Of Leased Property

[TO FOLLOW BEHIND THIS PAGE]

Exhibit B: Description and Depiction Of Leased Property

Palm NL 645' E/O 19th SE ¼ of SW ¼ Sec. 21 T18 S R2W SBB+M in the City of San Diego in the County of San Diego in the State of California.



1788 Palm Avenue, San Diego, CA 92154 -- Location of Leased Property

Exhibit C: Assignment of Lease

[TO FOLLOW BEHIND THIS PAGE]

EXHIBIT C

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("Assignor"), and Amanpur Investments, LLC, a California limited liability company ("Assignee"), to be effective as of October 23, 2017 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. Assignor, as owner of the real property and the improvements on it (collectively, the "Property"), located in the County of San Diego, California, commonly known as 1788 Palm Avenue, San Diego, California, and more particularly described in attached **Exhibit A: Legal Description**, and is the landlord under the lease (the "Lease") described in attached **Exhibit B: Lease** that covers a portion of the Property. The Lease was assigned to Assignor at the time that Assignor purchased the Property from Alkosh Inc. / Super 8 Motel on July 15, 2014.
- B. Assignee is acquiring from Assignor all of Assignor's right, title, and interest in and to the Property. In connection therewith, Assignor wants to assign to Assignee, and Assignee wants to accept the assignment of, all of Assignor's rights and obligations under the Lease under the terms and conditions of this Assignment.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

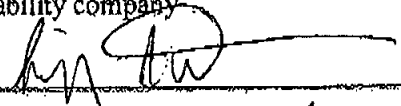
- 1. Assignment. Assignor assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Lease, together with all of the rents, income, receipts, revenues, issues, profits, security deposits, prepaid rents, and all other benefits arising or issuing from or out of the Lease, and together with any and all rights that Assignor may have against the tenant under the Lease.
- 2. Assumption. Assignee hereby assumes all of Assignor's rights and obligations under the Lease on or after the Effective Date.
- 3. Assignee's Indemnity Obligation. Assignee shall protect, defend, indemnify, and hold Assignor harmless from and against any and all losses, costs, damages, liabilities, and expenses, including without limitation reasonable attorney fees, incurred by Assignor as a result of any claim arising under the Lease and based on events occurring on or after the Effective Date.
- 4. Assignor's Indemnity Obligation. Assignor shall protect, defend, indemnify, and hold Assignee harmless from and against any and all losses, costs, damages, liabilities, and expenses, including without limitation reasonable attorney fees, incurred by Assignee as a result of any claim arising under the Lease and based on events occurring prior to the Effective Date.

5. Warranties of Assignor. Assignor warrants and represents to Assignee, to the current actual knowledge of Assignor without further inquiry, as to the Lease, as follows:
- a. There are and will be no oral or written agreements with respect to the Lease allowing the tenant any reduction, abatement, concession, allowance, or subsidy of rent under its Lease or allowing the payment of any portion of the rent in any form other than in cash except as may be fully noted on the rent roll delivered to Assignee.
 - b. No rentals or other payments for periods in excess of one month have been received under any Lease except as reflected on the rent roll.
 - c. Assignor is not in violation of the Lease.
 - d. There is no prohibition set forth in the Lease with respect to Assignor's assignment of such Lease.
 - e. No brokerage or leasing commission or other compensation will be due and payable to any person, firm, corporation, or other entity with respect to or on account of the Lease. Assignor shall fully pay any such commissions or compensation as they come due, and Assignor shall protect, defend, indemnify, and hold Assignee harmless from and against any and all claims for such commissions or compensation.
6. No Partnership. This Assignment shall not create a partnership between or among the parties to this Assignment and their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Assignment is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party to this Assignment, including without limitation any tenant under a Lease.
7. Severability. If any term of this Assignment or the application of such term to a person or circumstance shall to any extent be declared invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected by it, and each term of this Assignment shall remain valid and enforceable to the fullest extent permitted by law.
8. Successors. This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]

IN WITNESS WHEREOF, this Assignment is executed to be effective as of the Effective Date.

AMANPUR INVESTMENTS, LLC, a California
limited liability company

BY: 

Name: Somya K. Patel

Title: Managing Member

THE CITY OF SAN DIEGO, a California municipal
corporation

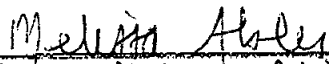
BY: 

Name: Cybill Thompson

Title: Director, Public Works

Approved as to form this 26th day of
September, 2017.

MARA W. ELLIOTT, City Attorney

BY: 

Name: Melissa Ahles

Title: Deputy City Attorney

Exhibit A: Legal Description

Exhibit B: Lease

Exhibit A: Legal Description

Palm NL 645' E/O 19th SE ¼ of SW ¼ Sec. 21 T18 S R2W SBB+M in the City of San Diego in the County of San Diego in the State of California.

Exhibit B: Lease

CLEAR CHANNEL OUTDOOR

Lease # 65391

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2. This Lease shall be in effect for an initial term of twenty five (25) years, commencing on July 1, 2008. If a government or quasi-government entity acquires the Property, then the lease shall be extended to the date, which is 15 years from the date of acquisition.

3. The rent shall be Four Thousand & NO/100 (\$ 4,000.00) dollars per year payable in twelve (12) equal monthly installments.

4. This Lease shall continue in full force and effect for its initial term and thereafter for subsequent like terms, unless not less than ninety (90) days before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination, provided that Tenant shall have the right to terminate the Lease at the end of any thirty (30) day period upon written notice to Landlord served not less than thirty (30) days prior to the end of such thirty day period. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Tenant the right of first refusal to match any offer acceptable to Landlord for the use or purchase of all or any portion of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Tenant. Tenant shall then have ten (10) business days in which to match such offer by giving notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

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6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant, may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole opinion: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) electrical service is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. In addition, if Tenant is prevented from illuminating its signs by law, or other cause beyond Tenant's control, the rent shall be reduced by one-third for such period of non-illumination.

8. If the Structures or the Property, or any part thereof, are condemned by proper authorities: taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining property or to terminate this

Lease # 65391

Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. 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.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

Clear Channel Outdoor

Date: _____

By: _____

Its: _____

Branch/Address: _____

19320 Harborage Way

Torrance, CA 90501

Tel No. (310) 755-7200

LANDLORD

By: _____

Title: _____

Printed Name of Landlord: Super 8 Motel

Address: 1788 Palm Ave.

San Diego, CA 92154

Tel No. 619 555-9421
SS or Tax ID No. 47-0872386 33-0957044

Clear Channel Officer Initials: _____ Landlord Initials: _____ WHEN INITIALED ON BEHALF OF BOTH CLEAR CHANNEL AND LANDLORD, THIS AGREEMENT IS SUPPLEMENTED AND/OR MODIFIED BY AN ATTACHED ADDENDUM.