



CLEAR CHANNEL OUTDOOR

Lease # 38407

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: Pico 25' E/O Camden NS Lots 14-15 Block 16, Tract 5609

in the City of Los Angeles in the County of Los Angeles 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 ~~ten (10)~~ ^{ten (10)} years, commencing on September 1, 2001. If a government or quasi-government entity acquires the Property, then the lease shall be extended to the date, which is ~~ten (10)~~ ^{ten (10)} years from the date of acquisition.

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

4. This Lease shall continue in full force and effect for its initial terms and thereafter for ~~subsequent like terms~~ ^{month to month} 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. ~~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)~~ ^{sixty (60)} 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 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 ~~create~~ 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) 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 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: 11/30/02

By: [Signature]

Its: SO. CAL. REAL ESTATE MGR.

Branch Address: 1550 W. Washington Blvd.
Los Angeles, CA 90007

Tel No. (323) 731-5111

LANDLORD
[Signature]
NORAYR TUNCER

By: [Signature]
Title: _____

Printed Name of Landlord: John P. Kassabian,
Address: Mary Kassabian
3580 Wilshire Blvd. Suite 1770
Los Angeles, California 90010-2517
Tel No. (213) 637-8552

SS or Tax ID No. _____

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

ADDENDUM TO
Clear Channel Outdoor
LEASE AGREEMENT
(the "Lease")

This Addendum modifies and supplements, to the extent expressly set forth below, the provisions of the attached Lease. Capitalized terms defined in the Lease have the same meanings in this Addendum.

1. ~~Modifications to paragraph 2 - ten (10) years~~
2. **Additions** (starting with paragraph 17.)

17. Lessee shall pay to Lessor rental equal to the greater of either Three Thousand & No/100 (\$3,000.00) per year or 25% of the annual gross earned revenue received by Lessee, (less standard agency commission 16-2/3%). It is understood, the yearly minimum rental \$3,000.00, shall be paid monthly. If at the anniversary of each accounting year, being, September 1, 25% (as outlined above) exceeds \$3,000.00, the difference, if any shall be remitted to Lessor within thirty (30) days of said anniversary date. Lessor shall have the right upon written request, to review all contracts with advertisers and/or advertising agencies, pertaining to the sign, at the offices of Lessee, not to exceed one (1) time per twelve (12) months.

18. Regarding paragraph 1: The Property is limited to the existing sign structure.

19. This Lease is subject to a lease dated January 15, 2001 by and between Lessor and Barbecues Galore, Inc., a California corporation. Said lease provides, in part, as follows:

"Lessee enters into this lease subject to the terms of Lessor's signed lease with Patrick Media Group, Inc. ("Billboard Lessee") dated September 17, 1993 (Lease No. 384071), a copy of which is attached hereto. Accordingly, the Premises do not include the airspace above the Premises or the space occupied by the existing sign structure. Lessor reserves all rights under said sign lease, and reserves the right to install, or cause to be installed, a new sign structure in the airspace above the Premises, and there will be no rent adjustment, provided that at no time shall the sign material or unreasonably interfere with Lessee's use or visibility of the Premises or with the visibility of Lessee's signage for the Premises. Lessor shall be entitled to all



revenues derived from any such leases. Without Lessee's consent, however, the size of any new billboard will not exceed 14' by 48'. Lessee shall not be responsible for damages caused by the sign to the Premises or Lessee's property, inventory or fixtures, and Lessor shall fully indemnify Lessee in connection with signs on the roof of the premises; provided, however, that said damages are not caused by Lessee's conduct. Lessor shall use commercially reasonable efforts to insert into any sign lease renewal with Patrick Media Group a prohibition against noxious advertising thereon. Moreover, Lessor shall use commercially reasonable efforts to notify the Billboard Lessee that it should not interfere with or cover Lessee's roof penetrations, and Lessor agrees not to do same."

20. Notwithstanding other provisions in this Lease to the contrary, Lessee agrees to a prohibition against noxious advertising, and Lessee further agrees that it will not interfere with or cover roof penetrations of Barbecues Galore, Inc.

The provisions set forth on each of the above lines are fully incorporated into the Lease.

Clear Channel Outdoor

By: [Signature]

Its: SO. CAL. REAL ESTATE MGR.

By: [Signature]
JOHN P. KASSABIAN

By: [Signature]
MARY KASSABIAN

By: [Signature]
NORAYR TUNCER

Date: 1/30/02

Date: 1-3-02