

RECORDING REQUESTED BY AND

~~WHEN RECORDED MAIL TO:~~

Prepared by:
LANDMARK DIVIDEND, LLC
1900 E. Walnut Ave., Suite 400
El Segundo, CA 90245
Attn: Legal Dept.

**AMENDED AND RESTATED EASEMENT AND ASSIGNMENT OF LEASES AND RENTS
AGREEMENT**

This Amended and Restated Easement and Assignment of Leases and Rents Agreement dated 12/14, 2011 (this "**Agreement**") is by and between Terri Busch, Trustee of the The Dean Holdings Trust, a Trust, with principal offices at 1414 W. 200 S, Salt Lake City, UT 84104-1836 ("**Grantor**"), and LD HOLDINGS LLC, a Delaware limited liability company ("**Grantee**"), with principal offices at 1700 E. Walnut Ave., Suite 400, El Segundo, CA 90245; and

WHEREAS Grantor and Grantee entered into that certain Easement and Assignment of Leases and Rents Agreement dated September 6, 2011 ("**Original Easement**") and they wish to amend and restate the entire Original Easement as hereinafter provided; and

WHEREAS Grantor owns certain real property located at 1414 W. 200 S, Salt Lake City, UT 84104 ("**Property**"); and more particularly described in Exhibit "A" attached hereto; and

WHEREAS Grantor and Grantee are parties to that certain Loan and Security Agreement dated on or about the date hereof (the "**Loan Agreement**").

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Easement**") in, to, under and over a certain portion of the Property described in Exhibit "B" attached hereto (the "**Easement Area**") for outdoor advertising purposes; and

WHEREAS Grantor (as successor-in-interest to Leo Busch), and CBS Outdoor Inc. (as successor-in-interest to National Advertising Company d/b/a 3M Media) are parties to that certain billboard lease ("**Lease**") more particularly described in Exhibit C hereto; and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer all of its right, title and interest in and to the Lease to Grantee; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Easement as follows:

1. GRANT OF EASEMENT. As security for Grantor's obligations under the Loan Agreement, Grantor hereby grants to Grantee an exclusive easement over the Easement Area for the purpose of constructing, maintaining and removing one (1) billboard sign on the Easement Area, including the Sign Structure that is the subject of the Lease attached hereto as Exhibit C. Such easement, and Grantee's corresponding right to enter into any such lease, license or other transfer/occupancy agreement with any third party, is expressly subordinate to the Lease more particularly described in Exhibit C, including all modifications, extensions and renewals thereof.

2. ASSIGNMENT OF LEASE. As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease, more particularly described in Exhibit C, including all modifications, extensions and renewals thereof.

• 12984543
BB110411/Dean Holdings

3. ASSIGNMENT OF RENTS. As security for Grantor's obligations under the Loan Agreement, Grantor does hereby irrevocably and absolutely assign, warrant and transfer to Grantee, all of Grantor's right, title, and interest in and to all rents, additional rent, income, charges, fees and other revenue payable by or on behalf of the Tenant under the Lease to Grantor, or otherwise with respect to the occupancy, use or enjoyment of the Easement Area (collectively, the "**Rent**"). This assignment shall be a present, absolute and unconditional assignment, and shall, immediately upon execution of this Agreement, give Grantee the right to collect all Rent.

4. TERM. Commencing on September 14, 2011, and terminating on September 13, 2056, (the "**Termination Date**"), the term of this Agreement shall be for a period of Five Hundred Forty Seven (547) months (the "**Term**"). Upon the Termination Date the Easement shall terminate and all right, title and interest in and to (i) Easement Area; and (ii) the Lease (as amended, modified, extended and/or renewed), shall revert back to Grantor.

5. TERMINATION. During the Term of this Agreement, Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use (which use may be by Grantee, Tenant, a third-party tenant, licensee or other occupant) the Easement for a continuous period of five (5) years following the expiration of the Lease, the Easement shall be deemed abandoned and this Agreement shall automatically terminate.

6. NON-EXCLUSIVE ACCESS EASEMENT. As part of the consideration for this Agreement and for the duration of the term of this Agreement as set forth in Section 4 hereof, Grantor hereby also grants to Grantee and to the Tenant under the Lease or any successor lease a non-exclusive easement in, to, under and across the Property and any adjoining or appurtenant property owned or controlled by Grantor adequate to allow ingress and egress to the Easement Area (the "**Non-Exclusive Access Easement**").

7. REPRESENTATIONS AND COVENANTS OF GRANTOR. Grantor represents and warrants to Grantee, as of the date hereof, that:

- a. This Agreement, and any other documents executed by Grantor in connection with it, constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
- b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
- c. There is no pending or threatened action, suit or proceeding that, if determined against Grantor, would adversely affect Grantor's ability to grant this easement or such other documents or to perform its obligations hereunder or thereunder.
- d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease.
- e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease, to any other person.
- f. Grantor shall, throughout the Term and at Grantor's sole cost, comply with all applicable laws which may affect the Property.
- g. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of the Tenant under the Lease, or any other of Grantee's future lessees or licensees, or to interfere with the Non-Exclusive Access Easement. Such interference shall be deemed a material breach by Grantor.
- h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any

trees, shrubs, or other vegetation), or any other object on the Property, or on any adjoining or appurtenant property owned or controlled by Grantor which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of Tenant's advertising structure on the Property, or permit any third party to do so. Grantor hereby grants Grantee and Tenant the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at Grantor's expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at Grantee's and/or Tenant's expense.

- i. Grantor shall pay all taxes and take all other actions necessary to avoid a forfeiture of the Property.

8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement and the Non-Exclusive Easement). Grantor hereby expressly acknowledges and agrees that, subject to the terms of the Easement and Non-Exclusive Easement, Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Non-Exclusive Easement and/or the Easement Area upon notice to Grantor.

9. ENVIRONMENTAL REPRESENTATIONS.

- a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.
- b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.
- c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

10. NOTICES. All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: Terri Busch, Trustee
The Dean Holdings Trust
1414 W. 200 S
Salt Lake, UT 84104-1836

As to Grantee: LD Holdings LLC
c/o Landmark Dividend LLC
1700 E. Walnut Ave., Suite 400
El Segundo, CA 90245
Attn: Legal Dept.

11. DEFAULT. It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

12. GOVERNING LAW; CERTAIN WAIVERS.

(a) (A) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE LEASED PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE LEASED PREMISES ARE LOCATED. EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF LOS ANGELES COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

13. EFFECT OF AMENDMENT AND RESTATEMENT. The terms and provisions of the Original Easement are amended and restated in their entirety and superseded by this Agreement, effective as of the date hereof.

****SIGNATURES ON NEXT PAGE****

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

THE DEAN HOLDINGS TRUST

By: Terry Busch
Name: Terry Busch
Title: Trustee
Date: 12/12/11

State of UTAH

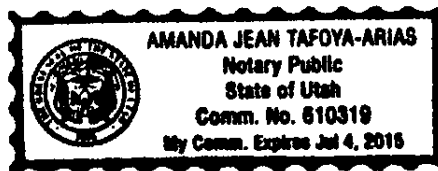
ss.

County of SALT LAKE

On DECEMBER 12, 2011 before me, AMANDA TAFOYA-ARIAS, Notary Public, personally appeared TERRY BUSCH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official Seal.

Amanda Arias
Notary Public



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:

**LD HOLDINGS LLC, a
Delaware limited liability company**

BY: LANDMARK DIVIDEND LLC, a
Delaware limited liability company, its sole member

By: *Keith M. Drucker*
Name: Keith M. Drucker
Title: Authorized Signatory

Date: 12/14/2012

State of California

ss.

County of Los Angeles

On 12/14/11 before me, ROCIO VELINOV, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official Seal.

Rocio Velinov
Signature of Notary Public
Commission Expires on: 5/8/2015

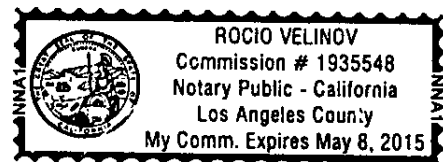


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(SEE ATTACHED)

EXHIBIT "A"
Legal Description

An Easement Estate, said easement being a portion of the following described parent parcel:

All of Lots 11, 12, and 13, Block 8, Highland Park Addition, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

AND BEING the same property conveyed to AJ Busch and Peter G. Busch from A.J. Busch, as personal representative of the estate of Leo Dean Busch by Personal Representative's Deed of Distribution dated May 23, 2007 and recorded May 25, 2007 in Deed Book 9469, Page 2749; AND FURTHER CONVEYED to Terri Busch, as Trustee of The Dean Holdings Trust, dated April 27, 2011 from AJ Busch and Peter G. Busch by Quit-Claim Deed dated June 01, 2011 and recorded June 14, 2011 in Deed Book 9930, Page 7074.

Tax Parcel No. 15-03-232-010-0000

EXHIBIT B

DESCRIPTION OF THE EASEMENT AREA

(SEE ATTACHED)

SPECIAL PROVISIONS ADDENDUM

TO

NATIONAL ADVERTISING COMPANY LEASE AGREEMENT

PERCENTAGE RENT

THIS SPECIAL PROVISIONS ADDENDUM is executed concurrently with, attached to and made part of that certain National Advertising Company LEASE AGREEMENT, dated March 10, 1997 ("Lease"), between Leo Busch ("LANDLORD") and National Advertising Company, doing business as 3M Media ("3M Media") for lease of a portion of the Property commonly known as 1414 West 200 South, Salt Lake City. Terms defined in the Lease have the same meaning when used in this Addendum. In the event of a conflict or inconsistency between the terms of this Addendum and the remainder of the Lease, the terms of this Addendum control.

3M Media agrees to pay to LANDLORD for use of the Property during each calendar year during the term of the Lease the greater of the rental stated in Paragraph 3 of the Lease ("Base Rental"), of fifteen percent (15%) of the gross income generated by 3M Media's advertising structure and actually received by 3M Media for the applicable calendar year, less any applicable agency commissions and reasonable and customary advertiser credits and discounts applicable to that year ("Percentage Rental"). The Base Rental and Percentage Rental are collectively "Rent." The Base Rental shall be paid in advance in accordance with Paragraph 3 of the Lease. The excess, if any, of the Percentage Rental over the Base Rental, calculated based on calendar years during the Term of the Lease, shall be paid within sixty (60) days of the end of each calendar year. Adjustments, if any, shall be made to Rent paid for any partial calendar years within sixty (60) days of the end of each partial year.

LANDLORD

NATIONAL ADVERTISING COMPANY

1: X Leo O. Busch (SEAL)
Signature/Print Name

1: [Signature] (SEAL)

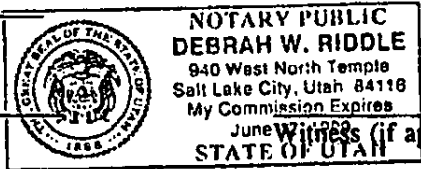
Leo Busch
Title if Corporation or Partnership

Reginal Real Estate Manager
Title

2: X (SEAL)
Signature/Print Name

Acceptance Date: 4-1-97

Title if Corporation or Partnership
Debrah W. Riddle
Witness (if applicable)



Jan Bentler
Witness (if applicable)

Witness (if applicable)

APR 15 1997

National Advertising Company
Lease Administration

NATIONAL ADVERTISING COMPANY
LEASE AGREEMENT
Form 6523 3/85
STANDARD LEASE RENEWAL AGREEMENT - Yearly

3M MEDIA LEASE RENEWAL AGREEMENT

Branch No. 221
Lease No. _____
08183A / 08536A

Dawn Lumberg 310209
Real Estate Representative (No.)
800-362-8936
Phone

THIS AGREEMENT, dated this 10 day of March, 19 97, is by and between Leo Busch

(“LANDLORD”), and NATIONAL ADVERTISING COMPANY, a Delaware corporation, doing business as 3M Media, whose address is 6850 S. Harlem Avenue, Bedford Park, Illinois 60501 (“3M MEDIA”).

LANDLORD AND NATIONAL ADVERTISING COMPANY d/b/a 3M MEDIA AGREE AS FOLLOWS:

1. PROPERTY. LANDLORD is the owner (or authorized lessor) of that certain real property (the “Property”) located about .5 feet or miles

NoS-W of Redwood Road on the NE-S-W side of I-80 street or highway

for display(s) facing N-E-S-W, being part of the LANDLORD's property known as Salt Lake City, Salt Lake County, Utah Street Address / City / County / State

The display(s) are intended to be viewed from I-80 street or highway

Effective Date: 10/1/96 North ↑

Back rent totals \$11,405.00 for years 1987-1989. The back rent will be issued as follows:

- \$5,000.00 will be issued when this lease agreement is executed.
- 1998, 1999 and 2000 rental payments will have and additional \$2,135.00 as back rent, plus the yearly payments agreed upon in this lease agreement.

SEE ADDENDUM FOR PERCENTAGE STRUCTURE ON PROPERTY

2. TERM. LANDLORD hereby grants and leases to 3M MEDIA and 3M MEDIA accepts the grant and leases from LANDLORD the Property to have and to hold upon the terms and conditions contained this Lease. The Principal Term, as extended, and Year-to-Year Term are collectively the “Term” of this Lease.

PRINCIPAL TERM/EXTENSION. The Principal Term shall be for (ten) (10) years and shall commence upon expiration of the prior lease between LANDLORD and 3M MEDIA regarding the Property. 3M MEDIA has the right to extend the Principal Term for an additional term of ten (10) years on the same terms and conditions beginning upon expiration of the Initial Principal Term. 3M MEDIA is deemed to have exercised this right unless written notice of non-extension is given to LANDLORD at least thirty (30) days prior to expiration of the Initial Principal Term.

YEAR-TO-YEAR TERM. Upon the expiration of the Principal Term, as extended, this Lease will continue on the then existing terms and conditions on a year-to-year basis. LANDLORD or 3M MEDIA may terminate this Lease effective at the end of any lease year of the Year-to-Year Term by giving at least thirty (30) days written notice prior to the end of that lease year.

3. RENT. 3M MEDIA shall pay Rent to LANDLORD annually in advance in the following amounts for each Term: PRINCIPAL TERM/EXTENSION and YEAR-TO-YEAR TERM \$ 2,500.00. Rent shall be deemed to have been received on time unless LANDLORD notifies 3M MEDIA of non-receipt of payment. 3M MEDIA shall be permitted thirty (30) days from receipt of notice of non-receipt to make such payment without being in default of this Lease.

See addendum for percentage

4. LEASE PROVISIONS. This Lease contains the provisions on this page and on the reverse hereof. LANDLORD has read and understands all such terms and provisions.

Executed under the hand and seal of the parties on the dates provided below.

APR 15 1997

Offer Date: March 10, 1997
(I) Leo A. Busch (SEAL)
LANDLORD Signature

(II) _____ (SEAL)
National Advertising Company
Lease Administration
LANDLORD Signature

(Print Name/Title if Corporation or Partnership)
Richard W. [Signature]
Witness (if applicable)
[Signature]
Witness (if applicable)

(Print Name/Title if Corporation or Partnership)

Witness (if applicable)
[Signature]
Witness (if applicable)

(III) LANDLORD Name Leo Busch
Address: 1414 West 200 South
Salt Lake City, Utah 84104

(IV) NATIONAL ADVERTISING COMPANY Signature
Bill Speck Regional Real Estate Manager
Print Name/Title

Witness (if applicable)

(801) 363-7630 482-38-7078
Phone Tax Identification No.

Acceptance Date: 4-11-97

CUSTOMER SERVICE 1-800-571-8080

5. **LEASED PROPERTY.** 3M MEDIA shall be entitled to use the Property to erect, maintain, service, remove and reposition (if subsequently necessary) an outdoor advertising structure (including necessary structures, footings, devices, power poles and connections) on the Property for such use or uses as permitted by law. The leased portion of the Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning and removal of the advertising structure and to provide for the installation of electrical and telephone service to the advertising structure, if necessary.

6. **LANDLORD'S COVENANTS.** (a) **AUTHORITY OF LANDLORD.** LANDLORD covenants and warrants that LANDLORD is either the owner, agent of the owner, or an authorized lessee of the Property and that LANDLORD has full power and authority to enter into and perform under the covenants of this Lease, including, without limitation, leasing the Property and authorizing the construction of the advertising structure at the location provided. LANDLORD agrees to provide 3M MEDIA with written proof of such authorization. LANDLORD grants to 3M MEDIA quiet enjoyment of the Property and warrants and agrees to defend 3M MEDIA in the quiet enjoyment of the Property during the Term of this Lease. LANDLORD and 3M MEDIA agree that this Lease may be recorded at the appropriate county office.

(b) **ACCESS/NO OBSTRUCTIONS.** LANDLORD covenants and warrants that 3M MEDIA shall have a reasonable means of access over, across and under the Property, and any adjoining or appurtenant property owned or controlled by LANDLORD, to erect, illuminate, maintain, service, remove and reposition its outdoor advertising structure. LANDLORD covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees, shrubs, or other vegetation), or any other object on the Property, or on any adjoining or appurtenant property owned or controlled by LANDLORD, which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of 3M MEDIA'S advertising structure on the Property, or permit any third party to do so. 3M MEDIA has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LANDLORD'S expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at 3M MEDIA'S expense.

7. **INDEMNITY AND INSURANCE.** Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful acts or omissions of the indemnifying party or its agents, employees or contractors. 3M MEDIA agrees to carry, at its own cost and expense, general liability insurance in the amount of One Million Dollars (\$1,000,000) covering any such contingency during the Term of this Lease.

8. **3M MEDIA'S TERMINATION RIGHT.** If at any time (i) the normal highway view of 3M MEDIA'S advertising structure is obscured or obstructed; (ii) the use or installation of such advertising structure is prevented or restricted by law or by 3M MEDIA'S inability to secure and maintain any necessary permits or licenses; or (iii) 3M MEDIA is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the advertising structure, 3M MEDIA may, at its option, terminate this Lease by giving LANDLORD fifteen (15) days written notice. If in the reasonable opinion of 3M MEDIA, any of the above conditions shall only temporarily exist, then 3M MEDIA may, at its option, instead of terminating this Lease, be entitled to pay reduced Rent equal to \$100.00 per year during the period such conditions or any of them exist. Upon early termination of this Lease or reduction in Rent for any reason, LANDLORD agrees to refund to 3M MEDIA any prepaid or overpaid Rent. If 3M MEDIA'S advertising structure is a double-faced advertising structure and any of the conditions described in this paragraph affect only one face of the advertising structure, 3M MEDIA has the right to reduce the Rent (including any paid in advance) to 50% of the Rent rather than terminating the entire Lease.

9. **CONVEYANCE.** Any conveyance of the Property to a third party is subject to this Lease. In the event of a change of ownership of the Property, LANDLORD agrees to promptly notify 3M MEDIA and provide the new landlord with a copy of this Lease.

10. **CONDEMNATION.** In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, 3M MEDIA shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of 3M MEDIA'S interest in the Property; (ii) relocate the outdoor advertising structure and appurtenances onto any portion of the Property not acquired or to be acquired; and/or, (iii) be compensated from any award or consideration payable by the acquiring entity for all costs, damages and value loss incurred by 3M MEDIA relating to its leasehold, as improved with the outdoor advertising structure. LANDLORD may not terminate this Lease under any right or circumstance if the Property has been taken or is threatened to be taken by eminent domain, or if the Property is conveyed to any entity or its agent with eminent domain authority. No contemporary or subsequent modification of this Lease or the foregoing sentence shall be effective unless it specifically references this paragraph and the foregoing sentence.

11. **3M MEDIA'S IMPROVEMENTS.** All the outdoor advertising structures, power poles, materials and equipment on the Property are and shall remain the property of 3M MEDIA and may be removed by 3M MEDIA at any time prior to or within ninety (90) days after the termination of this Lease or any extended term of this Lease. 3M MEDIA agrees to remove the advertising structure, (exclusive of footings which shall only be removed to grade level) and restore the surface to its natural condition.

12. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and may not be changed except by written agreement signed by the parties. Oral representations or agreements shall have no effect. If the proper legal description of the Property is not attached, either party may attach or provide it at a later time.

13. **NOTICE.** All notices are effective upon dispatch and must be in writing and delivered by mail, personal delivery or commercial courier to LANDLORD and 3M MEDIA at the respective addresses set forth above.

STATE OF Utah)
COUNTY OF SL) ss
On this 14 day of March, 1997, before me Debrah W Riddle
the undersigned officer, personally appeared Leo Busch
(Print LANDLORD'S Name #1)

(Print LANDLORD'S Name #2), known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged voluntary execution of same for the uses and purposes herein contained. Given under my hand and official seal.



NOTARY PUBLIC
DEBRAH W. RIDDLE
940 West North Temple
Salt Lake City, Utah 84116
My Commission Expires 6-22-99
day of _____, 19____, before me
Debrah W Riddle
(Print Notary's Name)

the undersigned officer, personally appeared _____
known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged voluntary execution of same for the uses and purposes herein contained. Given under my hand and official seal.
My Commission Expires: _____
Signature of Notary

Parcel Identification Number: _____
Legal Description of Property (For Recording Purposes): _____

After recording return to: National Advertising Company, Attention: Lease Coordinator, _____
Address

EXHIBIT C

LEASE DESCRIPTION

That certain Lease Agreement dated March 10, 1997 by and between Borrower (as successor-in-interest Leo Busch), whose address is 1414 W. 200 S, Salt Lake City, UT 84104-1836 and CBS Outdoor Inc. (as successor-in-interest to Infinity Outdoor Inc.), whose address is 405 Lexington Ave., New York, NY 10174-0002, for the property located at 1414 W. 200 S, Salt Lake City, UT 84104-1836.