

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Non-Disturbance Agreement") is made as of this 23rd day of October, 2012, by and among THE CITY OF OAKLAND, a municipal corporation, (the "City") and the Oakland Redevelopment Successor Agency, the successor to the former Redevelopment Agency of the City of Oakland ("ORSA"), (together, for ease of reference in the body of this Agreement only, herein referred to as "City"); PROLOGIS CCIG OAKLAND GLOBAL, LLC ("Tenant"); and FOSTER INTERSTATE MEDIA, INC. ("Foster") (the City, Tenant and Foster are sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City and Tenant are parties to that certain Billboard Franchise and Lease Agreement dated as of 10/23, 2012 (the "Master Lease"), which relates to the lease by Tenant of certain sites located in a portion of the former Oakland Army Base upon which certain outdoor advertising structures are to be constructed (the "Premises"); and

WHEREAS, Tenant and Foster are parties to that certain Sublease Agreement dated as of 10/23, 2012 (the "Sublease"), with relates to the sublease of the Premises by Foster; and

WHEREAS, the City and Foster desire to, on the terms and conditions set forth below: (1) acknowledge Foster's attornment to the City; and (2) provide for the recognition of Foster's rights under the Sublease and the non-disturbance of Foster's rights thereunder;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. The City hereby expressly consents to the Sublease and the terms and provisions set forth therein. The Parties agree that in the event that the City shall terminate the Master Lease, including, without limitation, in the event that the City terminates the Master Lease pursuant to Section 2.3 of the Master Lease, and provided that Foster is not then in default in the performance of any of the terms of the Sublease or this Non-Disturbance Agreement beyond the expiration of all applicable notice and cure periods, the City shall succeed to the interests of Tenant under the Sublease and recognize Foster as the City's tenant, and the City shall be bound to Foster under all of the terms of the Sublease (excluding Section 32(b) thereof and as may be amended by the City solely to make the Sublease consistent with the terms and conditions of the Master Lease) for the remaining term of the Sublease with the same force and effect as if the City were the sublandlord under the Sublease. In such event, Foster shall: (A) perform and observe its obligations under the Sublease; and (B) attorn to the City as its lessor, such attornment to be effective and self-operative, without the execution of any further instrument by any of the Parties (except for any amendment to the Sublease required by City pursuant to this Section 1), immediately upon the City's termination of the Master Lease and corresponding

succession to the interests of Tenant under the Sublease, and all future rent or other amounts due to Tenant under the Sublease shall be paid to the City and Tenant shall hold Foster harmless therefrom. From and after such attornment, the term "Sublease", as used in this Non-Disturbance Agreement, shall mean the Sublease, as amended in accordance with this Section 1. Upon such attornment, the respective rights and obligations of the City and Foster shall be the same as set forth in the Sublease for the then remaining term of the Sublease, it being the intention of the Parties to incorporate the Sublease in this Non-Disturbance Agreement by reference with the same force and effect as if set forth at length herein.

2. Upon the attornment by Foster described in paragraph 1 hereof, and so long as Foster is not then in default beyond any applicable notice and cure periods under the Sublease, Foster's rights under the Sublease and Foster's use, quiet possession and enjoyment of the property leased under the Sublease shall not be disturbed, and the City shall be bound to Foster under all of the terms of the Sublease, as amended in accordance with Section 1 hereof. Nevertheless, in no event shall the City: (i) be liable for any act or omission of Tenant, (ii) be subject to any offsets or defenses that Foster might have against Tenant, other than those (x) expressly set forth in the Sublease, and (y) only to the extent City was furnished notice and opportunity to cure the breach or default giving rise to same in accordance with the provisions of the Sublease and this Non-Disturbance Agreement prior to succeeding to Tenant's interest, and which are continuing after the succession of the City to the interests of Tenant, and only for such period after succession of the City to the interests of Tenant, (iii) be bound by any rent or any other amounts that Foster might have paid to Tenant, unless actually received by the City, (iv) be liable for any defaults of Tenant, except to the extent such default: (a) pertains to a failure to maintain or repair or otherwise result in Foster's being denied access and/or use of the Premises and the City fails to cure same (within the time periods provided in the Sublease or this Non-Disturbance Agreement) after receipt of written notice from Foster; and (b) is continuing after the succession of the City to the interests of Tenant, and in such case only for such period after the succession of the City to the interests of Tenant, (v) be bound by any amendment or modification of the Sublease entered into without the City's prior written consent, and (vi) be bound by or have any liability for any warranties of any nature whatsoever, including any warranties respecting Tenant's title, Tenant's authority, habitability, fitness for purpose or possession.

3. Notwithstanding any other provisions of this Non-Disturbance Agreement, should Tenant be in default of its obligations under the Master Lease, the City shall provide Foster with copies of any notice of default delivered by the City to Tenant at Foster's address set forth in the Sublease. Foster shall have the same opportunity (without any obligation) to cure such default by Tenant, subject to the applicable cure periods that Tenant would be entitled to under the Master Lease. Any such cure by Foster shall be given the same force and effect as if cured by Tenant. Foster shall send a copy of any notice of a default by Tenant under the Sublease to the City at the City's address set forth in the Master Lease. The City shall have the same opportunity (without any obligation) to cure such default by Tenant, subject to the applicable cure periods that Tenant would be entitled to under the Sublease. Any such cure by the City shall be given the same force and effect as if cured by Tenant. Foster acknowledges and agrees that no act or omission of Tenant or any default by Tenant under the Sublease shall affect Foster's obligation to pay rent due to the City under the Sublease.

4. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand, overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses specified in the Master Lease or Sublease for such Party (or at such other address for a Party as shall be specified by like notice).

5. The City, Tenant and Foster further agree that the City, at all times, independent of Tenant, shall have the standing and right to specifically enforce, by injunction or otherwise, all or any provisions in the Sublease as though the City originally was a party thereto and Tenant and Foster shall accept such enforcement and/or exercise directly by the City in its own name and (ii) the Sublease shall only be subordinate to any existing or future mortgages on the Premises so long as the holder of such mortgage has executed, or is subject to, a subordination, non-disturbance and attornment agreement in form and content reasonably acceptable to Foster and the City.

6. The rights and obligations hereunder of the Parties shall bind and inure to the benefit of their respective permitted successors and assigns, including, without limitation, any permitted assignee or transferee of any part of the City's or Tenant's interest in the Premises or Foster's interest in the Sublease. This Non-Disturbance Agreement shall be construed and interpreted according to the laws of the State of California, without regard to the conflict of law principles thereof. This Non-Disturbance Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and same agreement. This Non-Disturbance Agreement may only be modified in writing signed by all of the parties hereto or their respective successors in interest.

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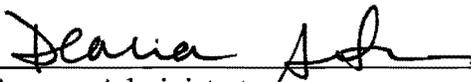
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Non-Disturbance Agreement as of the date first set forth above.

CITY:

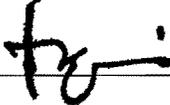
CITY OF OAKLAND, a municipal corporation

By: 
Name:
Title:

OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

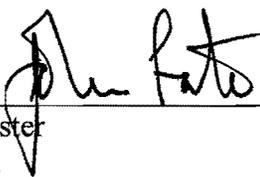
By: 
Agency Administrator

PROLOGIS CCIG OAKLAND GLOBAL, LLC

By: 
Name:
Title:

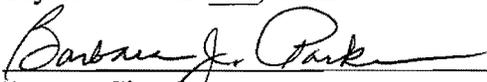
FOSTER:

FOSTER INTERSTATE MEDIA, INC.

By: 
Name: John Foster
Title: President

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE DEPUTY CITY ATTORNEY.

Approved as to form and legality this 23 day of October -, 2012.


~~Deputy~~ City Attorney