

LEASE NO. 322-047-567ADDENDUM LEASE EXTENSION

AGREEMENT made this 20th day of May, 2011, between the undersigned, as LESSOR(S), and CBS OUTDOOR INC., LESSEE.

WHEREAS, for consideration of \$10.00 and other goods and valuable considerations from LESSEE to LESSOR(S), the parties or their predecessors entered into a sign location lease agreement dated 5/13/1992 (the "Lease").

WHEREAS, the parties desire to amend the Lease to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the premises set forth herein, and in the subject Lease, the parties agree as follows:

This lease is herewith renewed, effective November 1, 2011, for a term of five (5) years. All terms and conditions of the existing lease, a copy of which is herewith attached, shall remain in full force and binding on both the Lessor and Lessee.

THE PARTIES further agree that this Addendum shall supersede any contrary or conflicting provisions of the Lease.

FOR LESSOR(S):
JOE FLOYD
 BY:
Joe Floyd
 Title: Owner
 DATE: 6-13-11

EXECUTED by the LESSOR in the presence of

who is hereby requested to sign as witness.

BY:
 Title
 DATE: 06-13-11

EXECUTED by the LESSOR in the presence of

who is hereby requested to sign as witness.

FOR LESSEE:
CBS OUTDOOR, INC.
 BY:
W. D. Miller
 Title: V.R. Real Estate
Midwest Region
 DATE: 6-29-11

EXECUTED by the LESSEE in the presence of

who is hereby requested to sign as witness.

STANDARD LEASE AGREEMENT
Form L-1, Revised 10/65THIS LEASE PREPARED BY:
PHILLIP R. SMITH
NATIONAL ADVERTISING CO.
1431 Poplar Lane
Nashville, TN 37210Address: 1431 Poplar Lane
Nashville, TN 37210
447427**NATIONAL ADVERTISING COMPANY**
(Subsidiary of Minnesota Mining & Manufacturing Co.)
Home Office: Bedford Park, Illinois 60521Circle Classification:
Com-Ind-Res
Com-Agt-Ind-ResTHIS AGREEMENT, made this 13th day of May, 1992, by and betweenMr. Joe Floyd, of Cookeville, Tennessee, hereinafter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessee.

WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices, power poles and connections.

2. The property herein demised is located about 1.9 miles N-E-S-W of Hwy. 58, Baxter-Gainsboro exit, on the N-E-S-W side of Route No. J-40 for display facing N-E-S-W, such leased property being part of the Lessor's property situated in the Township of Putnam, County of Putnam.

State of Tennessee. (Legal Description is required, see reverse side hereof)

3. The term of this lease is 11-1 years, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of one year from the first day of the first month following erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, at the option of the Lessee, for successive one-year periods, and thereafter from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty days prior to such anniversary date by either the Lessor or Lessee.

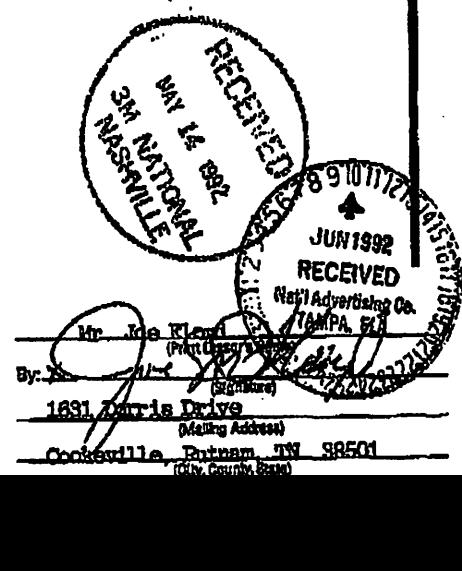
4. In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, the Lessee agrees to pay the Lessor at the rate of \$1000.00 per year for such periods of time as the display(s) contemplated hereunder (are) not in advertising position, and at the rate of \$1000.00 per year for such periods of time as the display(s) contemplated hereunder (are) in position. Such yearly rental is to be paid in advance (subject to 30 day grace period) with supplementary adjustments to be made promptly when the advertising status of the display(s) is changed. When lessors receive payment, it shall be deemed to have been made on the date(s) when received.

5. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

AREA SKETCH OF LEASED PREMISES

NORTH

Size ... 10' x 40' FL
HAGL ... 15' PL
EOP ... 150' PL
Power ... existing PL
Mileage Panel ... 339 MI
Location Staked ... existing.
Display Facing ... West.

EXISTING SIGN
SITE PLAN ON FILE IN THE LEASE FILE.INITIAL ERECTED BY
ADVERTISER: NATIONAL ADVERTISING CO.
PHONE: 615-384-1212APPROVED: _____
(Owner)
(Applicable)
Accepted by:
NATIONAL ADVERTISING COMPANY, LESSER
By: John R. Smith

STANDARD LEASE AGREEMENT
Form 053A, B, Version 10/01

8. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

9. Unless specifically stated otherwise herein, the Lessor represents and warrants that he is either the Owner or the Agent of the Owner of the property herein described, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the premises herein described for the term of this lease, such use to include access to the site over any lands under the control of the Lessor.

10. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. The terms hereof shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall have the force of and be binding upon the parties hereto and to their respective heirs, heirs, successors, personal representatives, executors, administrators and assigns.

11. If at any time the highway view of the Lessee's display is obstructed or obscured, or the advertising value of the display is impaired or diminished, or the use or location of such display is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the display, or if there occurs a diversion of traffic from, or a change in the direction of traffic on highways leading past the Lessee's display, the Lessee may, at his option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the conditions described in this paragraph shall at any time temporarily exist, then the Lessor may, at his option, instead of terminating this lease, be entitled to an adjustment of rent payable hereunder during the period such conditions or any of them exist and to the return of any rent paid in advance for the period of such abatement.

12. All structures, displays and contracts placed upon the said property by the Lessee are Lessee's trade fixtures and equipment, and shall be and remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the display for the purpose of erecting, maintaining, changing or removing the display at any time.

13. The Lessor agrees not to erect or permit any other party to erect any advertising display or other advertising matter on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's display, nor to permit any other obstruction to perfectly or completely obscure the normal highway view of said display, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at his option.

14. The Lessee agrees to save the Lessor harmless 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 act of the Lessor's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's display on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless 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 act of the Lessor.

LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes):

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were signed in

Note Book 12 Page 21 At 10:00 o'clock A.M. 9-19

and Recorded in 12, Book 12 Page 12

State Tax Paid \$ 0.00 Fee 0.00

Recording Fee 0.10 Total 0.10 Received No. 8224

Lisa L. Pyle Registered 9-19

State of Tennessee)

County of Putnam)

On this 13th day of May 92 before me, Lisa L. Pyle

the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that he or she voluntarily executed the same for the uses and purposes herein contained.

To witness whereof, I have hereunto set my hand and official seal.

| | |
|--|------------------------|
| EXISTING STRUCTURE LEASE: LESSOR WARRANTS THAT SINCE | |
| 19 OR EARLIER, THIS LOCATION HAS BEEN OCCUPIED BY THE EXISTING STRUCTURE WHICH STRUCTURE HAS NOW BECOME LESSOR'S OWN PROPERTY, AND LESSOR HEREBY ASSIGNS TO LESSEE ALL OF LESSOR'S RIGHTS TO SUCH STRUCTURE. | |
| (LESSOR'S SIGNATURE) | (Signature of Officer) |

(Signature of Officer)

(Title of Officer)

My Commission Expires

9-19

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Lisa L. Pyle

