

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN CITY PARKWAY V, INC. AND
CBS OUTDOOR, LLC**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), entered into as of the ___ day of _____, 2014, by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("Lessor"), and CBS OUTDOOR, LLC, a Delaware corporation ("Lessee"). Landlord and Tenant are individually referred to as "Party" and collectively referred to herein as "Parties."

RECITALS

WHEREAS, the Parties are parties to that certain Lease Agreement initially between Viacom Outdoor, Inc., as lessee, and City Parkway IV A, Inc., as lessor, dated July 6, 2004, as amended by that First Amendment dated July 1, 2014, between City Parkway V Inc. and CBS Outdoor, LLC (collectively, the "Lease Agreement"), under which the Lessee leases from Lessor a portion of certain real property located at 301 W. Mesquite, Las Vegas, Nevada, Clark County Assessor Parcel Number: 139-27-401-031, shown on the Site Map, Exhibit "A" attached hereto and hereby incorporated into this Second Amendment ; and

WHEREAS, the current term of the Lease Agreement will expire on August 31, 2014 and the Parties mutually desire (i) to extend the term of the Lease Agreement for a five (5) year period and (ii) to modify the annual rent and monthly rent payable by Lessee under the Lease.

NOW, THEREFORE, the Parties agree to amend the Lease Agreement as follows:

1. Effective Date. This Second Amendment shall be effective as of September 1, 2014.
2. Term. The Term of the Lease Agreement is hereby extended to August 31, 2019 ("Extension Period").
3. Rent. The Parties agree that the annual rent for the Extension Period shall be as follows:

Period			monthly	annual
Year 1	9-1-2014 – 8-31-2015	\$	2,750.00	33,000.00
Year 2	9-1-2015– 8-31-2016	\$	2,750.00	33,000.00
Year 3 – 3% escalation	9-1-2016 – 8-31-2017	\$	2,832.50	33,990.00
Year 4	9-1-2017 – 8-31-2018	\$	2,832.50	33,990.00
Year 5	9-1-2018 – 8-31-2019	\$	2,832.50	33,990.00

4. Effect. Except as provided in this Second Amendment, the Lease Agreement remains in full force and effect. In the event of any conflict between the terms of this Second Amendment and the Lease Agreement, this Second Amendment shall govern and control.

5. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "B" hereto, all principals, including partners, of Lessee, as well as all persons and entities holding more than a 1% interest in Lessee, or any principal of Lessee. If Lessee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and

Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Exhibit "B," attached hereto and hereby incorporated into this Second Amendment the requirement of this Section shall be satisfied.

6. Counterparts. This Second Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Second Amendment on the day and year first above written.

CITY PARKWAY V, INC.
("Lessor")

By: _____
Elizabeth N. Fretwell, President

Attest:

Scott D. Adams, Secretary

Approved as to form:

M. D. Adams Esq.
Date

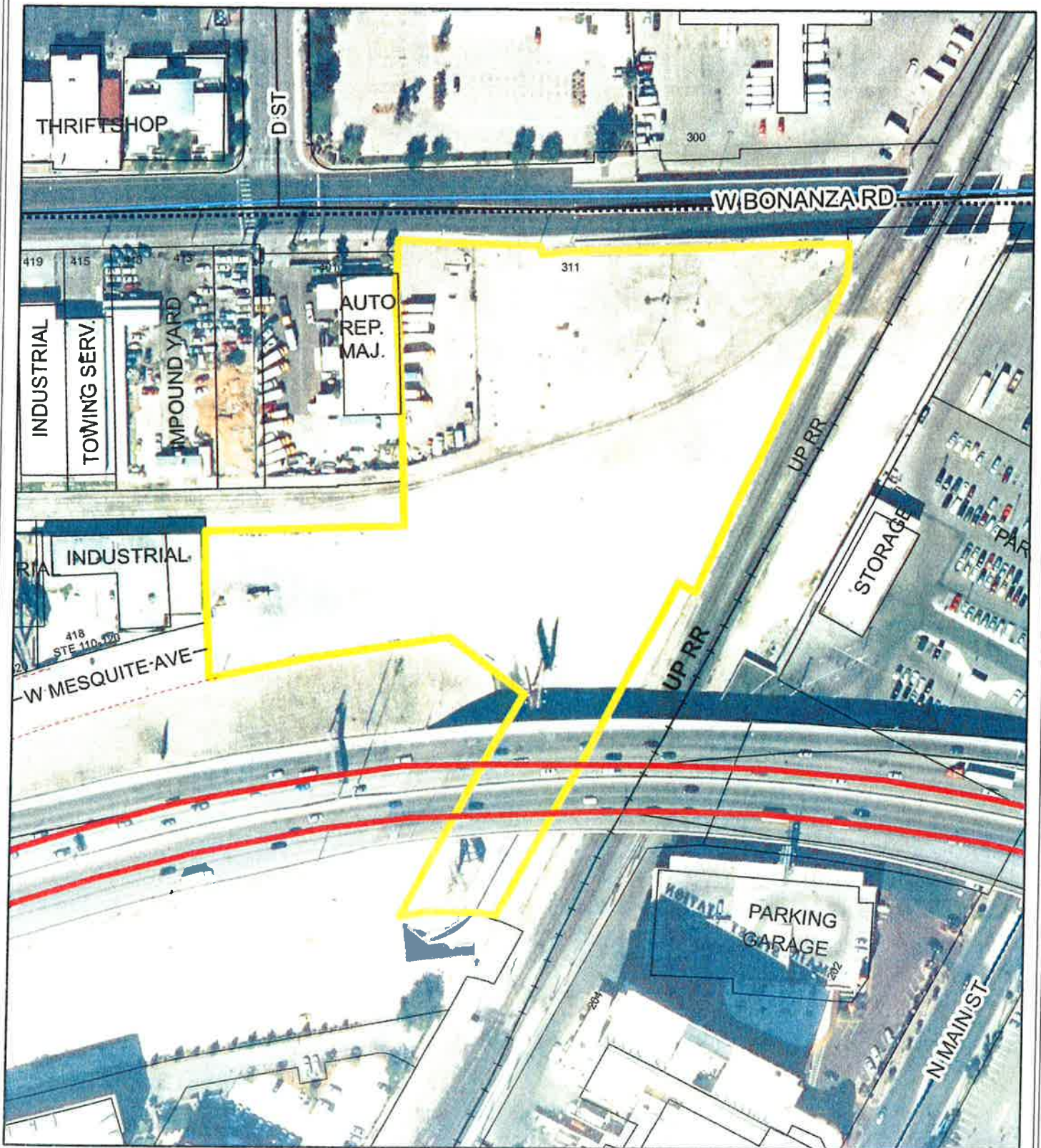
8-6-14

CBS OUTDOOR, LLC
("Lessee")

By: Chris Steinbacher
CHRIS STEINBACHER
V.P. REAL ESTATE
Title: _____
WEST COAST

EXHIBIT A

301 W. Mesquite Ave Map



LEGEND

 301 W. Mesquite

EXHIBIT B

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship - the owner of the business; (b) corporation - the directors and officers of the corporation, but not any branch managers of offices which are a part of the corporation; (c) partnership - the general partner and limited partners; (d) limited liability company - the managing member as well as all the other members; (e) trust - the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Name <u>CBS Outdoor LLC</u>
Address <u>405 Lexington Avenue</u>
<u>New York, NY 10174</u>
Telephone <u>212-297-0500</u>
EIN or DUNS <u>40-4042142</u>

Block 2 Description
<u>Outdoor Advertising Lease with</u> <u>respect to property located at</u> <u>301 W. Mesquite Avenue in the</u> <u>City of Las Vegas, State of Nevada,</u> <u>APN 139-27-404031</u>

Block 3	Type of Business
☐ Individual	☐ Partnership
☒ Limited Liability Company	☐ Corporation
☐ Trust	☐ Other

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. CBS Outdoor Americas Capital LLC owns 100% of the stock of CBS Outdoor LLC, it is the indirect wholly-owned subsidiary of CBS Outdoor Americas Inc., a publicly traded company.

The following are the Principals of CBS Outdoor LLC:

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Tammy Alda CEO	405 Lexington Avenue New York, NY 10174	212-297-6400
2.	Donald Shassian EVP/COO	405 Lexington Avenue New York, NY 10174	212-297-6400
3.	Kelly Kelly President/COO	2150 S. 48th St. Suite 200 Phoenix, AZ 85040	604-240-9509
4.	Raymond Nowak EVP/CFO	405 Lexington Avenue New York, NY 10174	212-297-6400
5.	Richard Sauer EVP/General Counsel	405 Lexington Avenue New York, NY 10174	212-297-6400
6.	Theodore Stry VP Corporate Development	405 Lexington Avenue New York, NY 10174	212-297-6400
7.	David Post SVP Deputy General Counsel	405 Lexington Avenue New York, NY 10174	212-297-6400

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below:

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name: _____

Date: _____

Subscribed and sworn to before me this 25th day of

June, 2014

Notary Public

ERIC DAVIS
Notary Public, State of New York
No. 02DA6083590
Qualified in Kings County
Commission Expires November 18, 2014