

ATTACHMENT 3

FRANCHISE AGREEMENT

THIS AGREEMENT, dated November 1, 2003, is made by the CITY OF COSTA MESA, a municipal corporation ("CITY"), and Clear Channel Outdoor Inc., a Delaware corporation, ("FRANCHISEE").

WITNESSETH

WHEREAS, CITY is the fee owner of, or has heretofore acquired an easement for public street purposes over, certain real property within the City of Costa Mesa; and

WHEREAS, FRANCHISEE desires to construct, install, operate and maintain transit shelters with advertising displays at certain bus stops throughout the City of Costa Mesa; and

WHEREAS, CITY desires to permit the construction and maintenance of said transit shelters subject to the terms and conditions hereinafter set forth; and

WHEREAS, CITY is authorized to grant a franchise for such purposes pursuant to Costa Mesa Municipal Code Title 19, Chapter II (Ordinance No. 92-9);

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK.

1.01. Performance of a transit shelter advertising program consisting of the installation of a minimum of seventy three (73) new (or refurbished) transit shelters incorporating advertising displays at various locations throughout the City, maintenance and repair of such new (or refurbished) transit shelters and, in addition, maintenance and repair of all existing non-advertising transit shelters within the city, plus maintenance of all bus benches and trash receptacles located at bus stops within the city.

1.02. The work is further described in the "Contract Documents" referred to below.

2. CONTRACT DOCUMENTS.

2.01. The complete contract consists of the following documents: this Agreement; Costa Mesa Municipal Code Title 19, Chapter II (Ordinance No. 92-9); Request For Proposals; the FRANCHISEE'S bid, including related correspondence; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; Faithful Performance Bond certificates of insurance; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete contract are hereby incorporated by reference and made a part hereof as if set out in full herein and will be referred to as the "Contract Documents".

2.02. All of the Contract Documents are intended to complement one another, so that any work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

2.03. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If there is any conflict among the terms and conditions of this Agreement and those of any other Contract Documents, this Agreement shall govern over the Contract Documents.

2.04. The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. SCHEDULE.

3.01. All work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager and in accordance with the provisions contained within CMMC Section 19-307, "Installation."

4. GRANT OF FRANCHISE.

4.01. CITY does hereby grant to FRANCHISEE a non-exclusive franchise for purposes of constructing, installing, operating and maintaining new transit shelters which incorporate commercial advertising panels at certain bus stops within the City of Costa Mesa pursuant to and in compliance with the Costa Mesa Municipal Code in the manner hereinafter provided. Said franchise shall also include maintenance and repair of all existing non-advertising transit shelters within the City of Costa Mesa. Excluded from the franchise are those certain transit shelters provided by private developers by separate agreement.

5. EQUIPMENT - PERFORMANCE OF WORK.

5.01. FRANCHISEE shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete all aspects of the work including construction, cleaning, and maintenance in a good and workmanlike manner in strict conformity with the plans and specifications approved by the City.

5.02. The equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in the approved plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. COMPENSATION.

6.01. FRANCHISEE shall pay to CITY for said franchise granted herein, the sum of Ninety Four dollars (\$94.00) per month (the "Minimum Guaranteed Compensation) or Twenty Five percent (25%) of the gross advertising revenues less agency commission, whichever is the greater for each transit shelter containing advertising panels installed and maintained by FRANCHISEE pursuant to this Agreement.

6.02. Minimum Guaranteed Compensation to CITY shall remain fixed for the term of this Agreement. Upon renewal, if approved, the Minimum Guaranteed Compensation may be increased for each extension year of the renewal period based upon the

published Consumer Price Index for All Urban Consumers for Los Angeles-Anaheim-Riverside for the year ending in August.

6.03 The total monthly Minimum Guaranteed Compensation shall be due in advance on the first day of each month for that month. Adjustments to the monthly Minimum Guaranteed Compensation reflecting the percentage of gross advertising revenue shall be due 30 days from the end of each quarter. A quarter shall be based on the calendar year, and quarter end dates shall be March 31, June 30, September 30, and December 31.

6.04. Upon request of FRANCHISEE, an alternative payment plan similar to the foregoing provisions that provides an equivalent revenue stream may be presented to CITY for consideration. The Project Manager and/or Finance Director will determine the acceptability of any alternative payment plan.

6.05. FRANCHISEE shall be charged a penalty of ten percent (10%) per annum for past due payments to the CITY where the payments are more than seven (7) days past the due dates provided herein.

7. SECURITY DEPOSIT

7.01. Prior to the commencement of the term of this Agreement, FRANCHISEE shall execute and file with the City Clerk a performance bond payable to the CITY in a sum equal to one thousand dollars (\$1,000) per shelter in a minimum aggregate amount of (\$73,000). In lieu thereof, FRANCHISEE may deposit said amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. Section 1811 *et seq.*), provided that a certificate of deposit is delivered to the CITY giving CITY the exclusive right to withdraw any or all of said amount during the term of this Agreement. FRANCHISEE shall be entitled to any and all interest accruing from said certificate of deposit.

7.02. Said sum shall serve as security for faithful performance of all covenants, promises and conditions assumed by FRANCHISEE herein, and may be applied in satisfaction and/or mitigation of damages arising from a default thereof, including, but not limited to, delinquent payments; correction of maintenance deficiencies; securing required insurance; loss of revenue due to abandonment, vacation or discontinuance of transit shelter operations. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

7.03. In the event any or all of said amounts is applied in satisfaction and/or mitigation of damages FRANCHISEE shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder.

7.04. Said sum shall be returned to FRANCHISEE upon termination of this Agreement less any amounts that may be withheld therefrom by CITY as heretofore provided.

8. ACCOUNTING RECORDS

8.01. FRANCHISEE shall be required to maintain a method of accounting, to the satisfaction of CITY, which correctly and accurately reflects the gross advertising

receipts of FRANCHISEE in connection with this Franchise Agreement. The method of accounting, including bank accounts established for the authorized operations, shall be separate from the accounting system used for any other business operated by FRANCHISEE or for recording FRANCHISEE'S personal financial affairs. Such method shall include the keeping of the following documents:

- A. Regular books of accounting such as general ledgers.
- B. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- C. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
- D. Any other reporting records that the City's Finance Director and/or City Manager deems necessary for proper reporting of receipts

8.02. All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for four (4) years thereafter. In addition, CITY may from time to time conduct an audit and reaudit of the books and business conducted by FRANCHISEE and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with CITY'S inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under law.

8.03. In the event that an audit or review conducted by the Finance Director and/or Project Manager finds that due to FRANCHISEE'S non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to CITY can be determined, the Project Manager may, at his option, (1) bill FRANCHISEE for said losses, said amount to be paid to CITY within thirty (30) days following billing therefore unless otherwise extended by the Project Manager, and/or (2) use the Security Deposit as provided for herein; and/or (3) assess liquidated damages. The parties agree that it may be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of FRANCHISEE to correctly report gross receipts. The parties hereby agree that under such circumstances a reasonable estimate of such damages is two hundred fifty dollars (\$250.00) per day for each day of the loss period as determined by CITY, and that FRANCHISEE shall be liable to CITY for liquidated damages in said amount.

8.04. The full cost of said audit, as determined by City, shall be borne by FRANCHISEE if either or both of the following conditions exist: 1) the Project Manager finds that the monthly payment due to CITY exceeds five percent (5%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon; or 2) FRANCHISEE has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with the terms of this Agreement. The adequacy of the records shall be determined at the sole discretion of CITY'S Finance Director. Any payments pursuant to this Section 8.04 shall be in addition to any penalties or fines authorized by Section 8.03.

8.05. FRANCHISEE shall furnish the CITY'S Finance Department with a quarterly gross receipts report showing the amount payable therefrom to CITY.

9. TIME OF PERFORMANCE.

9.01. Work is to begin within ten (10) days after the date this Agreement is executed by CITY unless a later time is agreed upon in writing by the parties.

10. TERM.

10.01. The term of this Agreement shall be for five years commencing on the date specified at the beginning of this agreement. Up to one (1), five (5) year extension, may be requested by FRANCHISEE in accordance with the conditions for renewal as set forth in CMMC Section 19-303(g). Upon application by FRANCHISEE, CITY may grant a renewal on the conditions set forth in CMMC Section 19-303, and adjust the Minimum Guaranteed Compensation as set forth in paragraph 6.02 above, without a bidding process.

11. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

11.01. If FRANCHISEE refuses or fails to prosecute the work or any severable part of it with such diligence as will ensure its timely completion, or if FRANCHISEE fails to complete the work on time, or if FRANCHISEE, or any subcontractor, violates any of the provisions of the contract documents, the Project Manager may give written notice to FRANCHISEE and FRANCHISEE'S sureties of the intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and satisfactory arrangements for the correction thereof be made, this Agreement may be terminated at the option of CITY.

12. PERFORMANCE BY SURETIES.

12.01. In the event of any termination by CITY, the CITY shall immediately give written notice thereof to FRANCHISEE and FRANCHISEE'S sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY'S giving notice of termination, give the CITY written notice of their intention to take over the performance of this Agreement and must commence performance thereof within five (5) days thereafter. Upon the failure of the sureties to do so, CITY may take over the work and complete it, at the expense of FRANCHISEE, and the sureties shall be liable to CITY for any excess costs or damages incurred by CITY.

13. DISPUTES PERTAINING TO PAYMENT FOR WORK.

13.01. Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the work done, or of any work omitted, or of any extra work which FRANCHISEE may be required to do, or respecting any payment to CITY during the performance of this Agreement, such dispute shall be reasonably decided by the Project Manager, and his decisions shall be final and binding upon FRANCHISEE and his sureties.

14. SUPERINTENDENCE BY FRANCHISEE.

14.01. At all times during performance of the work, FRANCHISEE shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for FRANCHISEE.

15. INSPECTION BY CITY.

15.01. FRANCHISEE shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the work, and to the shops where the work is in preparation.

16. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

16.01 FRANCHISEE has examined the sites of the work and is familiar with their topography and condition, location of property lines, easements, building lines and other physical factors and limitations, affecting the performance of this Agreement. FRANCHISEE, at FRANCHISEE'S expense, shall obtain any permission necessary for any operations conducted off the premises owned or controlled by city. FRANCHISEE shall be responsible for the proper care and protection of all materials delivered and the work performed until completion and final inspection and acceptance by CITY. The risk of damage to or destruction of materials delivered or work performed shall be borne by FRANCHISEE.

16.02. In the event that claims for property damage or bodily injury are presented to CITY arising out of FRANCHISEE'S or any subcontractor's work under this Agreement, CITY shall give notice thereof to FRANCHISEE, and FRANCHISEE shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY.

17. INDEMNIFICATION.

17.01. FRANCHISEE agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property, including consequential damages of any nature, including, but not by way of limitation, all civil claims, resulting therefrom, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of FRANCHISEE shall be reduced by an amount proportional to the active negligence of CITY, if any.

17.02. FRANCHISEE shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and FRANCHISEE shall protect, defend, indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may

be incurred by reason of any work performed under this Agreement by FRANCHISEE or any subcontractor or others performing on behalf of FRANCHISEE.

17.03. CITY does not, and shall not, waive any rights against FRANCHISEE which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by FRANCHISEE of any or all of the insurance policies described in Paragraph 18 of this Agreement.

17.04. The hold harmless agreements by FRANCHISEE shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of FRANCHISEE or any subcontractor or others performing on behalf of FRANCHISEE, whether or not such insurance policies are applicable. FRANCHISEE shall require any and all subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of FRANCHISEE and shall incorporate identical indemnity provisions in all contracts between FRANCHISEE and his subcontractors.

17.05. In the event that FRANCHISEE and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of FRANCHISEE, or by a dangerous condition of CITY'S property created by FRANCHISEE or existing while the property was under the control of FRANCHISEE, FRANCHISEE shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

18. INSURANCE.

18.01. FRANCHISEE shall not commence work under this Agreement until he has obtained all insurance required under this section and the insurance has been approved by CITY as to form, amount, and carrier, nor shall FRANCHISEE allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

18.02. Neither the failure of FRANCHISEE to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 of this Agreement.

18.03. Workers' Compensation Insurance.

A. FRANCHISEE shall obtain and maintain during the life of this Agreement workers' compensation insurance in statutory amount and, if any work is sublet, FRANCHISEE shall require all subcontractors to similarly obtain and maintain workers' compensation insurance.

B. All certificates of insurance with respect to workers compensation insurance policies shall provide that the insurance may not be cancelled without thirty (30) days' advance written notice of such cancellation to CITY.

18.04. Liability Insurance Coverage.

A. FRANCHISEE shall obtain and maintain during the life of this Agreement the following insurance coverage:

1. Commercial General Liability, including coverage for premises-operations, products/completed operations blanket contractual, broad form property damage, independent contractors, advertising injury and personal injury.

2. Automobile liability, including owned, hired, and non-owned vehicles.

3. All insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence.

4. The policies and insurance certificates shall provide for the following three provisions:

(i) Additional Insured:

"The policy shall provide, via specific or blanket endorsement, that the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the liabilities assumed by FRANCHISEE under the subject franchise agreement."

(ii) Notice:

"Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance:

"Any other insurance maintained by the CITY OF COSTA MESA shall be excess and not contributing with the insurance provided by this policy, but only with respect to the liability assumed by FRANCHISEE under this agreement."

19. PROOF OF INSURANCE.

19.01. The FRANCHISEE shall furnish CITY proof of compliance with the above requirements, in a form satisfactory to the City Attorney or Risk Manager, prior to commencing operations under this franchise agreement and shall maintain such proof on file with CITY throughout the term of the agreement.

20. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

20.01. Eight (8) hours labor constitutes a legal day's work during any one calendar day. FRANCHISEE shall forfeit fifty dollars (\$50.00) for each workman employed in the execution of this Agreement by FRANCHISEE or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

21. PREVAILING WAGE SCALE.

21.01. FRANCHISEE shall comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

22. TRANSIT SHELTER EVALUATION REPORT

22.01. CITY and FRANCHISEE agree that the overall condition of the transit shelters and the quality of service provided by FRANCHISEE is of primary importance to both parties. CITY will develop a Transit Shelter Evaluation Report to document FRANCHISEE'S performance pursuant to the maintenance criteria specified in Costa Mesa Municipal Code, Title 19, Franchises, Section 19-310, and any standards deemed reasonably necessary for proper maintenance and service under this Agreement.

22.02. CITY'S Transit Shelter Evaluation Report will be completed by an authorized representative(s) of the Director of Public Services after an inspection of the facilities by said representative(s). CITY shall make every reasonable effort to conduct such inspections on a regular basis.

22.03. CITY reserves the right to modify, update, and/or amend the general content and format of the Evaluation Report forms in order to provide for a suitable instrument for the documentation of FRANCHISEE'S performance. CITY shall consult with FRANCHISEE prior to implementing any changes to the Transit Shelter Evaluation Report.

23. DEFAULT

23.01. FRANCHISEE shall be considered to be in default of this Franchise Agreement when any of the following occurs.

A. The abandonment, vacation or discontinuance of transit shelter operations for more than ten (10) consecutive days following written notice from the CITY. Routine vacancies of advertising material shall not be considered discontinued operations.

B. The failure of FRANCHISEE to punctually pay or make the payments herein when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

C. The failure of FRANCHISEE to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the CITY to correct the condition therein specified.

D. The failure to maintain the transit shelters in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the CITY for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and FRANCHISEE shall have immediately, following receipt of such notice, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the CITY.

E. The failure of FRANCHISEE to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the CITY for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and FRANCHISEE shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the CITY.

F. The filing of a voluntary petition in bankruptcy by FRANCHISEE; the adjudication of FRANCHISEE as a bankrupt; the appointment of any receiver of FRANCHISEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of FRANCHISEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive FRANCHISEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the facilities; the levy of any attachment or execution which substantially interferes with FRANCHISEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

G. Determination by the CITY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by FRANCHISEE in violation of state and/or federal laws thereon.

H. Transfer of the majority controlling interest of FRANCHISEE to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the CITY.

I. Failure to have submitted schematic plans and/or working drawings on or before the date(s) designated in this Agreement or the Contract Documents for submission thereof.

J. Failure to have commenced required construction or any phase thereof on or before the date designated in this Agreement or the Contract Documents for commencement thereof.

K. Failure to have completed construction on or before the date designated in this Agreement or the Contract Documents for completion thereof.

24. INDEPENDENT CONTRACTOR.

24.01. The performance of FRANCHISEE'S services hereunder shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City of Costa Mesa.

25. LITIGATION

25.01. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

26. DRUG-FREE WORKPLACE POLICY.

26.01. FRANCHISEE, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. FRANCHISEE shall conform to all the requirements of CITY'S Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

27. PROVISIONS CUMULATIVE.

27.01. The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

28.01. It shall be the duty and responsibility of FRANCHISEE to notify subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

28.02. All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY shall be addressed as follows:

The City of Costa Mesa
77 Fair Drive
Post Office Box 1200
Costa Mesa, California 92628-1200
Attention: Peter Naghavi, Manager, Transportation Services

28.03. Notices required to be given to FRANCHISEE shall be addressed as follows:

Layne Lawson
Manager, Transit Shelter Division
Public Affairs representative
Clear Channel Outdoor
19320 Harborgate Way
Los Angeles, California 90501

28.04. Notices required to be given to FRANCHISEE'S sureties shall be addressed as follows:

ATTEST:

Julio Felicia
Deputy City Clerk of the City of Costa Mesa

CITY OF COSTA MESA
Gayle
Mayor of the City of Costa Mesa

APPROVED AS TO FORM:

Linda Nguyen, DCA
for City Attorney's Office

FRANCHISEE:
By: *[Signature]*

Title: *PRESIDENT*

APPROVED FOR CONTENT:

S. Raju
Project Manager
RAJA SEETHURAMAN

Address: *19320 Harborgate Way*
Los Angeles, CA 90501
Telephone: *(310) 755-7234*

Attachment No. 1 – Drug Free Work Place Policy