

**THIRD AMENDMENT
TO FRANCHISE AGREEMENT
WITH
CLEAR CHANNEL OUTDOOR, INC.**

This Third Amendment to Franchise Agreement ("Amendment") is made and entered into this 21th day of February, 2024, by and between the CITY OF COSTA MESA, a municipal corporation ("City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company formerly known as CLEAR CHANNEL OUTDOOR, INC. that is registered to do business in California ("Franchisee").

WHEREAS, City and Franchisee entered into a Franchise Agreement dated April 2, 2014, for Franchisee to construct, install, operate, and maintain bus shelters and bus benches at certain bus stops throughout the City, and perform work as further detailed in said Franchise Agreement ("Agreement"); and

WHEREAS, City and Franchisee amended the Agreement by the First Amendment to Franchise Agreement with Clear Channel Outdoor, Inc., dated March 20, 2018, for Franchisee to pay to City an annual Power Washing Fee for bus shelter and bus bench power washing services performed by City or a City contractor; and

WHEREAS, City and Franchisee amended the Agreement by the Second Amendment to Franchise Agreement with Clear Channel Outdoor, Inc., dated March 18, 2019, to extend the terms of the Agreement until April 1, 2024, and for Franchisee to commit to an expenditure of up to Seventy-Five Thousand Dollars for the purpose of repainting and refurbishing existing bus shelters and purchasing new shelters for placement within the City; and

WHEREAS, Franchisee has requested, and City desires to extend the term for six months from April 2, 2024, to October 1, 2024 as the City considers its long-term plan for the construction, operation, and maintenance of bus shelters and bus benches at certain bus stops throughout the City, and thereafter, if no agreement is in place, a month-to-month extension.

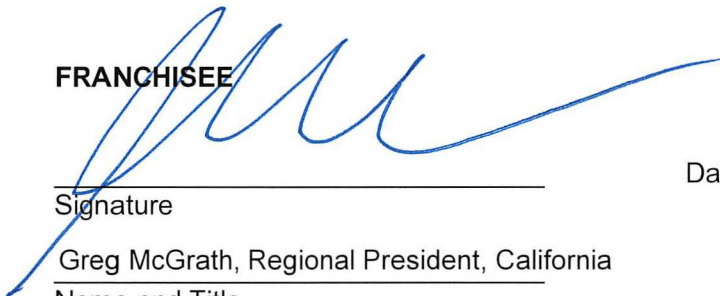
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 10.01 of the Agreement is amended to add six months to the Extension Term such that the Agreement will now expire at 11:59 p.m. on September 30, 2024. Any subsequent extensions shall be on a month-to-month basis.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement, as amended.
3. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

FRANCHISEE



Signature

Date: 2/28/2024

Greg McGrath, Regional President, California
Name and Title

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 3/13/2024

ATTEST:



Brenda Green
City Clerk



Date: 3/13/2024

APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 3/12/24

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 3/6/24

APPROVED AS TO CONTENT:



Jennifer Rosales
Project Manager

Date: 3/6/2024

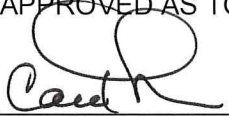
DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Works Director

Date: 3-7-24

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: March 5, 2024