

**CONSENT TO ASSIGNMENT OF
Contract for Transit Shelter Advertising Services**

This Consent to Assignment of Contract for Transit Shelter Advertising Services (this "Consent") is executed by and on behalf of the Alameda – Contra Costa Transit District ("District"), in favor of Lamar Outdoor Corporation ("Assignor"), and Clear Channel Outdoor, Inc. ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as contractor, and District are parties to that certain Contract for Transit Shelter Advertising Services dated November 9, 1999 (the "Agreement"), relating to transit shelter advertising;

WHEREAS, Assignor and Assignee have consummated an asset exchange transaction by which, among other things, Assignor has agreed to transfer and assign to Assignee certain assets, including the Agreement; and

WHEREAS, the Agreement requires District's consent prior to a transfer from the Assignor to Assignee; therefore, subject to the District's consent, such assignment cannot be effectuated.

NOW, THEREFORE, in consideration of the benefits to be provided to District under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District hereby agrees as follows:


1. The Agreement is valid, in full force and effect and legally enforceable against District in accordance with its terms.
2. District hereby consents to the assignment of the Agreement by Assignor to Assignee pursuant to the asset exchange transaction entered into by and between Assignor and Assignee contemplated to be consummated end of year 2007 (the "Asset Exchange Agreement"). All terms, conditions, and provisions of the Agreement shall remain in full force and effect, provided, however, that in no event shall Assignee be obligated under the Agreement to undertake any additional build-outs of any structures upon assuming the Agreement in a total amount greater than thirty (30) shelter structures.
3. District hereby states that Assignor is not in breach of or default under the Agreement and all amounts owed under the Agreement by Assignor have been paid in full and all obligations undertaken to the full satisfaction of District.
4. District hereby releases and forever discharges Assignor, its affiliates, its successors, and assigns from and against any and all claims, actions, covenants, agreements, liabilities, obligations, damages, losses, costs, expenses, or causes of action whatsoever (fixed or contingent) relating, arising out of, or with respect to, the Agreement that occur after the effective date of the assignment, i.e. when assignment has been approved by all signators to the agreement, but will require Assignor to

remain liable for any of the above claims, actions, etcetera identified above that exist prior to or at the time of the effective date of the assignment.

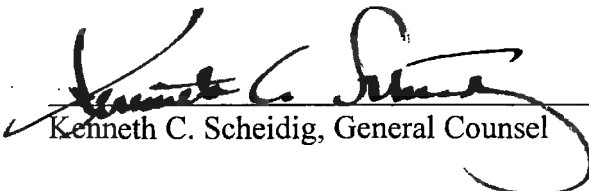
5. District hereby acknowledges that Assignor and Assignee are relying on this Consent in connection with the consummation of the transactions contemplated by the Asset Exchange Agreement. The individual signing below on behalf of the District is duly authorized to execute and deliver this Consent. This Consent shall be binding on the undersigned and its successors and assigns and all related parties to the Agreement. This Consent may be executed and delivered by facsimile transmission.

IN WITNESS WHEREOF, District hereto caused this consent to be executed as of the ____ day of _____, 2008.

Alameda – Contra Costa Transit District

By: 
Title: GENERAL MANAGER

Approved as to form:


Kenneth C. Scheidig, General Counsel