

Torres Rojas, Genara

Handwritten signature

From: paul@local137.com
Sent: Thursday, May 26, 2011 11:37 AM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara; Duffy, Daniel
Subject: Freedom of Information Online Request Form

Information:

First Name: Paul
Last Name: Collins Jr
Company: Sheet Metal Workers Local Union 137
Mailing Address 1: 21-42 44th Drive
Mailing Address 2:
City: Long Island City
State: NY
Zip Code: 11101
Email Address: paul@local137.com
Phone: 718.937.4514
Required copies of the records: Yes

List of specific record(s):
any and all records of the 170 foot display placed at the corner of 42nd and 8 th avenue,including but not limited to all bidders, all requirements including required sign hangers licenses.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 15, 2012

Mr. Paul Collins Jr.
Sheet Metal Workers Local Union 137
21-42 44th Drive
Long Island City, NY 11101

Re: Freedom of Information Reference No. 12353

Dear Mr. Collins Jr.:

This is a response to your May 26, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of all records related to the 170 foot display placed at the corner of 42nd Street and 8th Avenue.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/12353-LPA.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

PORT AUTHORITY BUS TERMINAL – CBS OUTDOOR, INC. – PERMIT NO. P-BT-168 – SUPPLEMENTAL AGREEMENT

It was recommended that the Board authorize the Executive Director to enter into a supplemental agreement to the existing permit with CBS Outdoor, Inc. (CBS), formerly Viacom Outdoor Group, Inc., formerly Transportation Displays, Inc., which permit provides for the installation and operation of outdoor advertising on the exterior steel façade of the Port Authority Bus Terminal (PABT). The existing permit requires the Port Authority to reimburse CBS a pro-rata share of its investment at the PABT, up to \$3 million, in the event that the Port Authority revokes the permit without cause. The supplement would extend the term of the permit for 30 months, until December 31, 2018, and increase the limit on such reimbursement from \$3 million to \$14.2 million, in recognition of CBS's and/or its subcontractor's additional investment for a new light-emitting-diode advertising display system to be installed pursuant to the amended permit.

The proposed supplement would allow for the installation of a 6,000-square-foot electronic signage system on the exterior grid structure on the third and fourth floors of the PABT's North Wing by Garage Media LLC (GM), as subcontractor to CBS. Under the proposed supplement, CBS would continue to pay the Port Authority a percentage of gross receivables. In the event that CBS or GM should fail to install the new electronic signage system, or if CBS terminates its subcontract with GM prior to the expiration of the permit, the Port Authority's permit with CBS would revert to the original expiration date of June 30, 2016. The Port Authority would enter into a non-disturbance agreement with GM, whereby if the Port Authority terminated CBS "for cause," GM would be permitted to continue operating under a direct agreement with the Port Authority. In addition, upon execution of this supplemental agreement, CBS would provide the Port Authority with a general release, eliminating any legal claims by CBS for past issues. The electronic signage system would remain the equipment of GM, CBS's subcontractor, during the term of the permit, and CBS would require that GM be responsible for the removal of the system at the permit's expiration or revocation, unless the Port Authority requested that it remain in place.

Pursuant to the foregoing report, the Committee on Operations, acting for and on behalf of the Board pursuant to delegated authority, adopted the following resolution with Commissioners Coscia, Bauer, Moerdler, Pocino and Sartor voting in favor; none against; Commissioner Steiner recused:

RESOLVED, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a supplemental agreement to Permit No. P-BT-168 with CBS Outdoor, Inc., which permit provides for the installation and operation of outdoor advertising signs at the Port Authority Bus Terminal, amending such permit substantially in accordance with the terms outlined to the Board; and it is further

RESOLVED, that the Executive Director be and hereby is authorized, for and on behalf of the Port Authority, to enter into such other related agreements as are necessary to effectuate the foregoing; and it is further

RESOLVED, that the form of all agreements and documents in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

Permit No. P-BT-168

THIS AGREEMENT, made as of the 20th day of May, 1996, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, and TRANSPORTATION DISPLAYS, INCORPORATED, (hereinafter called the "Permittee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, having an office and place of business at 275 Madison Avenue, New York, New York, 10016 whose representative is William M. Apfelbaum, President/Chief Executive Officer

WITNESSETH THAT

The Port Authority and the Permittee, for and in consideration of the fees, provisions and agreements hereinafter contained, mutually agree as follows:

Section 1. Space

The Port Authority hereby grants to the Permittee permission to use, for the purposes hereinafter described in Section 3, such locations (each such location being hereinafter respectively referred to as a "Display Area") along the exposed steel facade on the exterior of the Port Authority Bus Terminal (hereinafter referred to as "the Facility") as from time to time may be designated by the Port Authority for the Permittee's use pursuant to the provisions of this Agreement:

Section 2. Term

(a) The permission granted by this Permit shall take effect at 12:01 o'clock A.M. on July 1, 1996 (the "Effective Date") and shall expire, unless sooner terminated at 11:59 o'clock P.M. on June 30, 2016 (the "Expiration Date").

(b) The Permittee recognizes and understands that the occurrence of the Effective Date shall not be deemed to authorize the Permittee to commence any work at the Facility unless the Port Authority's final approval of the Construction Application and plans and specifications referred to in Section 4 has been obtained by the Permittee.

Section 3. Privileges of User by the Permittee

(a) The Permittee shall use each Display Area as may from time to time be designated by the Port Authority for such use for the installation, placement, maintenance and operation of such outdoor advertising signs and spectacular displays as may be consented to from time to time by the Port Authority, and for no other purpose or purposes whatsoever.

(b) The Permittee recognizes that the Port Authority may from time to time require the relocation of one of the Permittee's advertising displays from a designated Display Area to a different location along the exposed steel facade on the exterior of the Facility and the Permittee agrees that it shall comply promptly at its own expense with any such direction or requirement from the Port Authority. In the event of relocation the Permittee shall leave the vacated area in the condition required under this Permit in the case of expiration and all obligations with respect to the area which would have matured on the effective date of expiration of the Permit shall mature as to the vacated area on the required date of relocation hereunder. In the event the Permittee fails to immediately transport its display to such new location, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand. Each location along the exposed steel facade on the exterior of the Facility designated by the Port Authority pursuant to this subparagraph shall constitute a Display Area under this Permit and all the provisions, terms and conditions hereof shall apply thereto. Without limiting the foregoing, the Permittee agrees to take good care of each Display Area and to restore the same upon the expiration or revocation of the effective period of the permission granted under this Permit to the condition existing prior to the installation of the Permittee's advertising displays.

(c) Immediately after the execution of this Agreement by the Port Authority and the Permittee, the Permittee shall submit to the Port Authority a Construction Application in the form prescribed by the Port Authority, including such terms and conditions and such plans and specifications as the Port Authority may require setting forth in detail the installation work to be performed by the Permittee to prepare and equip each Display Area for the operation of the Permittee's advertising displays, as well as all other installations, equipment and Facility connected therewith. The Permittee acknowledges that certain design criteria covering matters of safety, health, aesthetic impact, and compatibility of the Permittee's advertising signs and displays with the Facility and with the area surrounding the Facility have been adopted by the Port Authority and are attached to this Agreement as Attachment A" hereby made a part hereof. The Permittee shall adopt and incorporate in its plans and specifications the criteria and other requirements for design and construction set forth in Attachment A. The Permittee's plans and specifications shall reflect all of the requirements set forth in Attachment A, and that to the extent that Attachment A does not presently indicate the precise information or other necessary description to enable the Permittee to design and construct the advertising signs and displays in conformance with the provisions of this paragraph, such information and/or description will be

supplied to the Permittee by the Port Authority on request. The data to be supplied by the Permittee shall identify separately for each Display Area each item of work to be performed therein, and shall describe in detail the display to be installed as well as all other installations, equipment and Facility connected therewith, including electrical and other systems, and shall show the proposed method of tying in such systems to the utility lines or connections brought to the perimeter of the Display Area. The Permittee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Permittee to the Port Authority shall bear the seal of a qualified architect or professional engineer, who shall be responsible for the administration of the work in accordance with the Port Authority's requirements, and shall be in sufficient detail for a contractor to perform the work. In connection with review by the Port Authority of the Permittee's submissions under this paragraph, the Permittee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may require for such review. The Permittee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority. The Permittee shall include in any such contract or subcontract such provisions as the Port Authority may approve or require, including, without limitation thereto, provisions regarding labor harmony. The Permittee shall cause each such contractor and subcontractor to obtain and maintain in force such insurance coverage and performance bonds as the Port Authority shall specify. All work to be performed by the Permittee hereunder shall be done in accordance with the said Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof and the Permittee shall redo or replace at its own expense any work not done in accordance therewith. Without in any way limiting the provisions of Section 14 of this Permit, the Permittee shall not install in, place upon, or attach to any Display Area, or to any portion of the Facility, any equipment, Facility, fixtures, supplies, materials or property of any kind until the Construction Application and plans and specifications referred to above have been finally approved by the Port Authority. Upon completion of the Construction Work the Permittee shall supply the Port Authority with a certificate signed by the architect or engineer who sealed the Permittee's plans pursuant to the provisions of this paragraph that all of the work performed by the Permittee has been performed in accordance with the plans and specifications approved by the Port Authority and the provisions of this Agreement and the Permittee shall supply the Port Authority with as-built drawings in form and number as requested by the Port Authority. The Permittee shall conduct no public operations in any Display Area until the Port Authority shall have notified the Permittee in writing that the work in such Display Area has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application, the provisions of this Agreement shall control.

(d) Without limiting the generality of the foregoing all work done by the Permittee under this Permit, including without limitation all work involving in any way (i) the installation, removal or relocation of any of the Permittee's advertising displays, or (ii) the repair or maintenance thereof, shall be done strictly in accordance with the following terms and conditions:

(1) The Permittee shall be the insurer of the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Permittee, of the Port Authority, its Commissioners, officers, agents and employees, third persons, or from acts of God or of the public enemy, or otherwise, excepting only risks which result solely from affirmative willful acts done by the Port Authority subsequent to the commencement of the work:

(i) The risk of loss or damage to all repairs, alterations, installations, additions, improvements, or structures being made in connection with the performance of the work prior to the completion thereof. In the event of such loss or damage, the Permittee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Permittee shall indemnify the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the work. The Permittee shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof.

(2) The Permittee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work; and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the Facility.

(3) The Permittee shall procure and maintain comprehensive public liability insurance, including automotive, and covering bodily-injury (including death) and property-damage liability, which shall be in addition to all policies of insurance otherwise required by this Permit, or, if the work is to be done by an independent contractor, the Permittee shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth for such categories of insurance in the following schedule:

(i) Bodily injury liability:

For injury or wrongful death
to one person: \$2,000,000.00

For injury or wrongful death
to more than one
person from any one accident: \$2,000,000.00

(ii) Property damage liability:

For all damages arising out of
injury to or destruction
of property in any one accident: \$2,000,000.00

As to any insurance required by this subparagraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

The Port Authority shall be named as an additional insured in any policy of liability insurance required by this subparagraph.

(e) In the event that from time to time additional Display Areas are included under the Permit or the Port Authority requires the relocation of any or all of the Permittee's advertising Displays from a designated Display Area to a new location, the Permittee shall prior to the installation of advertising displays in such areas prepare and submit a Construction Application covering each such Display Area and shall provide the information described above in subparagraph (c) with respect thereto.

(f) The Permittee and its contractors will be required to make every good faith effort, to the maximum extent feasible, to seek meaningful participation by minorities and women both as to Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) participation as contractors and subcontractors and as to the composition of the labor force on contracts and subcontracts entered into with respect to any construction work performed at the Facility. The Port Authority has a long standing practice of making its contracting opportunities available to MBEs and WBEs. The affirmative steps the Port Authority takes to maximize opportunities for MBEs and WBEs to participate in the performance of Port Authority construction contracts either directly or as subcontractors are set forth for the Permittee's consideration in the schedule attached hereto, hereby a made part hereof, and marked "Schedule E".

Section 4. Fees

(a) Definitions

For the purposes of this Section 4 and for all other purposes under this Agreement the following terms shall have the respective meanings provided below:

(1) "Fee Payment Start Date" shall mean the earlier of the following dates:

(i) the one hundred eightieth (180th) day following the Effective Date established pursuant to the provisions of paragraph (a) of Section 2 of this Agreement, or

(ii) such earlier date following the completion of the installation work described the Section 3 of this Agreement as the Port Authority may designate to the Permittee as the date on which public operations may be commenced in the first Display Area designated by the Port Authority pursuant to this Agreement.

The Permittee recognizes and understands that the occurrence of the Effective Date shall not be deemed to authorize the Permittee to commence any work in any designated Display Area unless the Port Authority's final approval of the Construction Application and plans

and specification referred to Section 3 of this Agreement has been obtained by the Permittee. The Permittee further recognizes that its obligation to pay the basic fee shall commence on the Fee Payment Start Date established pursuant to this subparagraph whether or not the Permittee is conducting public operations at the Facility on such date.

(2) "Annual period" shall mean, as the context requires, the twelve month period (the "first annual period") commencing on the second anniversary of the Fee Payment Start Date and each of the twelve-month periods thereafter occurring during the effective period of the permission granted under this Agreement commencing on the third anniversary of the Fee Payment Start Date and on each anniversary of that date thereafter occurring during the effective period of the permission granted under this Agreement, provided, however, that the last annual period shall expire in any event upon the expiration date of the period of the permission granted hereunder.

(3) The term "gross receipts" shall include (i) all monies paid or payable to the Permittee for any advertising matter or other presentations or exhibitions installed, placed or displayed on the Permittee's advertising displays; and (ii) all other monies paid or payable to the Permittee for services rendered or for sales made at or from the Facility regardless of when or where the order therefor is received and outside the Facility if the order therefor is received at the Facility, including without limitation all monies paid or payable to the Permittee for any preparation, placement, operation, installation and maintenance in connection with any advertising hereunder and any other revenue of any type whatsoever arising out of the Permittee's operations at the Facility, including, without limitation, the value of services rendered to the Permittee by a another party in exchange for services performed by the Permittee for such party provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee shall be excluded therefrom, and provided further, that any advertising agency commissions paid by the Permittee (which it is agreed, shall be reasonable in amount) shall be excluded therefrom. There shall also be excluded from gross receipts hereunder any receipts of the Permittee which arise from its operations under any other agreement with the Port Authority at the Facility and which are subject to a percentage fee or rental under that agreement.

(4) "Annual percentage fee amount" shall mean for each annual period occurring during the effective period of the permission granted under this Agreement the sum of Sixty-two and one-half percent (62.5 %).

(b) Percentage Fee

The Permittee shall pay to the Port Authority during each annual period an annual percentage fee equivalent to the product obtained by applying the annual percentage fee amount established for such annual period to the gross receipts of the Permittee arising during such annual period from its operations under this Agreement.

The computation of percentage fee for each annual period, or a portion of an annual period as hereinafter provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment of the percentage fee and the method calculation thereof shall be as set forth in paragraph (c) of this Section.

(c) Time of Payment of Rentals, Computations of Amounts and Accounting

(1) The Permittee shall pay the percentage fee as follows: on the 20th day of the first month following the Effective Date and on the 20th day of each and every month thereafter occurring during each annual period occurring during the effective period of the permission granted under this Agreement, including the month following the end of each annual period, the Permittee shall render to the Port Authority a sworn statement showing all its gross receipts for the preceding month, separately stating the amount of gross receipts arising from each advertising display installed at the Facility during the period for which the report is made, and also showing the cumulative amount of such gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding calendar month, likewise separately stating the amount of gross receipts arising from each advertising display installed at the Facility during such annual period; the Permittee shall pay at the time of rendering such statement an amount equal to the annual percentage fee amount established for the annual period for which the report is made applied to all of the Permittee's gross receipts for the preceding month. Within twenty (20) days after the effective date of any termination or revocation of the effective period of the permission granted under this Agreement (even if stated to have the same affect as expiration), the Permittee shall render to the Port Authority a certified statement of all its gross receipts for the annual period in which the effective date of termination or revocation happens to fall, separately stating the amount of gross receipts arising from the advertising displays installed by the Permittee in the Facility, and the payment then due shall be an amount equal to the product obtained when the annual percentage fee amount established for such annual period is applied to all the gross receipts of the Permittee arising during such annual period from its operations in the Facility, less any percentage fee payments previously made for such annual period.

(2) In the event that during the effective period of the permission granted under this Agreement the Permittee shall be denied the use of some of the Display Areas, or if the Port Authority revokes the permission granted hereunder as to less than all the Display Areas the Permittee agrees that notwithstanding it might have the right to suspend payment of any fees in the absence of this provision, it agrees to pay and will pay the full amount of the fees reserved hereunder.

(3) There shall be no abatement of fees under this Agreement for any portion of the Display Areas or for any portion of the effective period of this Agreement.

(4) Nothing contained in this Section shall affect the survival of the obligations of the Permittee as set forth in the Section of this Agreement entitled "Survival of the Obligations of the Permittee".

(5) In the event that there is any revocation of the effective period of the permission granted hereunder to use and occupy any Display Area for the use of which the Permittee is at the effective date of such revocation in receipt of any prepayment of the consideration therefor from any third party for any advertising to be displayed in such Display Area, the Permittee shall, within ten (10) days after such effective date, refund such prepayment to such third party; and, in the event of any such revocation, if the Permittee shall have made a payment to the Port Authority of percentage fee based on such prepayment, the Port Authority shall credit to the Permittee's other obligations to the Port Authority under this Permit an amount equal to the portion of such payment of percentage fee based on such prepayment and, if there are no such obligations or if said amount exceeds such obligations, the said amount or part thereof due, as the case may be, shall be paid to the Permittee on demand. Prepayment shall not include any payment covering an elapsed period of time even though such payment may have been included in a greater amount covering a period partially elapsed (on the effective date of such revocation), and the exact prepayment in any such instance shall be determined on a pro rata basis.

THERE IS NO SECTION 5 IN THIS AGREEMENT

Section 6. Obligations in Connection with Percentage Fee

(a) The Permittee shall take all reasonable measures (including but not limited to reasonable promotional activities) in every proper manner to develop, maintain and increase the business which it is authorized to conduct hereunder;

(b) The Permittee shall not divert or cause or allow to be diverted any business from the Facility;

(c) The Permittee shall maintain, in accordance with accepted accounting practice during the term of the privileges hereunder and for one (1) year thereafter and for such further period until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all its transactions at, through or in any wise connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District, and permit in ordinary business hours during such time the examination and audit, by the officers, employees, agents and representatives of the Port Authority, of such records and books of account;

(d) In addition to the statements of gross receipts required pursuant to the provisions of Section 4(d) of this Agreement the Permittee shall furnish to the Port Authority at such time and for such periods as are prescribed in said Section, sworn statements of all monies (other than gross receipts) paid to or received by the Permittee for any preparation, placement, installation, operation and maintenance in connection with any advertising hereunder and any other revenue of any type whatsoever arising out of or in connection with the Permittee's operations hereunder at the Facility. All monies paid or payable to or received or receivable by the Permittee for or in connection with any advertising and the placement, installation, operation and maintenance thereof shall be fully set forth in the Permittee's third party agreements referred to in Section 7 hereof. The Permittee has represented and does represent that the monies it will receive for displaying such advertising will include charges for normal placement, installation, operation and maintenance, which charges, it is agreed, shall all be included in gross receipts. The Permittee recognizes that the Port Authority has relied upon these representations and the Permittee agrees that it shall conduct its operations in accordance with such representations.

Section 7. Permittee's Third-Party Agreements

All arrangements of the Permittee with third parties for the display, exhibition or dissemination of advertising matter, announcements, or information of any kind at the Facility shall be represented by written agreements with such third parties and the printed form of such agreement shall be submitted to the Port Authority for its prior approval. Even though a form of such agreement may have been approved, no agreement on such form shall be entered into by the Permittee until and unless the Port Authority has given approval as to any such agreement including but not limited to the location of any equipment to be used and the advertising matter arising therefrom or other information to be disseminated thereunder and the Permittee's charges and fees thereunder. True copies of all executed agreements shall be delivered by the Permittee to the Port Authority within ten (10) days after execution. Without limiting the foregoing the Permittee agrees that each such agreement entered into by it shall contain provisions expressly making such agreement subject to all the provisions of this Permit and specifically stating that no party thereto shall obtain thereunder privileges greater than those granted under this Permit. All monies paid or payable to or received or receivable by the Permittee for or in connection with any advertising or other material or information displayed, shown, exhibited or disseminated by

the Permittee, including charges for normal placement, installation, operation and maintenance thereto shall be fully set forth in the Permittee's third party agreements.

Section 8. Approval of Advertising Displays

No advertising material or matter of any kind nor any other announcement shall be displayed, shown, exhibited or disseminated by the Permittee or from its equipment in any Display Area unless the Port Authority has given prior approval as to the type, quality, kind, form, substance, character and content thereof and unless any such and the content thereof and the operation and maintenance thereof meet with the continuing approval of the Port Authority. Any such display, material, exhibit or matter including the content thereof and the operation and maintenance thereof, which does not continue to meet with the approval of the Port Authority shall be immediately discontinued by the Permittee on notice from the Port Authority.

Section 9. Governmental Requirements

(a) The Permittee shall procure all licenses, certificates, permits and other authorizations necessary for the conduct of its operations hereunder from all governmental authorities having jurisdiction over such operations.

(b) The Permittee shall promptly observe, comply with and execute the provisions of any and all present or future governmental laws, rules and regulations, requirements, orders and directions which may pertain or apply to its operations hereunder or its use of the Display Areas; and the Permittee shall, in accordance with and subject to the provisions of Sections 3 and 14 hereof, make any and all nonstructural improvements, alterations or repairs of the Display Areas that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(c) The Permittee shall pay all taxes and all license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on or in connection with its property or operations hereunder or on the gross receipts or income therefrom and shall make all applications, reports and returns required in connection therewith.

(d) The obligation of the Permittee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Section 10. Rules and Regulations

(a) The Permittee shall observe and obey (and compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the Rules and Regulations of the Port Authority for the government of the conduct and operations of the Permittee now in effect and such further reasonable rules and regulations (including amendments and supplements thereto) as may from time to time throughout the effective period of this Permit be promulgated by the Port Authority for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the Facility, including any Display Areas covered by this Permit, or for the safe or efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it will give notice to the Permittee of every such further rule or regulation adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(b) If a copy of the Rules and Regulations referred to in paragraph (a) of this Section is not attached to this Agreement, then the Port Authority will notify the Permittee thereof either by delivery of a copy, or by publication in a newspaper published in the Port of New York District or by making a copy available at the office of the Secretary of the Port Authority. No statement or provision in the said Rules and Regulations shall be deemed a representation or promise by the Port Authority that the services or privileges described shall be or remain available, or that the changes, prices, rates or fees stated therein shall be or remain in effect throughout the effective period of the permission granted under this Permit, all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

Section 11. Various Obligations of the Permittee

(a) The Permittee shall conduct its operations in a first-class, orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall take all reasonable measures to eliminate vibrations tending to damage the Display Areas or any other part of the Facility and to keep the sound level of its operations as low as possible.

(b) The Permittee shall control the conduct, demeanor and appearance of its officers, employees, agents, representatives, contractors, and persons doing business with it while they are at the Facility and, upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such, shall immediately take all steps necessary to remove the cause of the objection.

(c) No debris or other waste materials (whether solid or liquid) shall be allowed by the Permittee to collect or accumulate in or on the Display Areas, and the Permittee shall be responsible for the prompt removal from the Facility of all debris and other waste materials (whether solid or liquid) arising out of its use of the Display Areas. The Permittee shall use extreme care when effecting the removal of any and all such waste and in no event shall use any Facility of the Port Authority without its prior consent and shall effect such removal only during such hours and by such means as are prescribed by the Manager of the Facility.

(d) If the Port Authority deems it advisable for security reasons, the Permittee shall provide and its employees while at the Facility shall wear or carry badges or other suitable means of identification which shall be subject to the prior approval of the Manager of the Facility.

(e) The Permittee shall supply, place, install, operate and maintain all advertising displays including any outside casings to be used in the Display Areas and all material, labor and personnel required in connection therewith. The Port Authority shall be under no obligation to supply any of the foregoing but if it supplies any such displays including any outside casings the Permittee shall install, operate and maintain the same.

(f) Anything to the contrary in this Permit contained notwithstanding, all the Permittee's operations hereunder, including but not limited to the placement, installation, operation and maintenance of three-dimensional and other advertising displays, shall be conducted by the Permittee in accordance with the highest standards of advertising practice and in accordance with the operation of a first-class transportation terminal.

Section 12. Prohibited Acts

The Permittee shall not: (a) commit any nuisance in or on the Display Areas or elsewhere at the Facility, or do or permit to be done anything which may result in the creation or commission of a nuisance in or on the Display Areas or elsewhere at the Facility; (b) cause or permit to be caused or produced upon the Display Areas or elsewhere at the Facility, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors or odors; (c) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems for portions thereof in or on the Display Areas or elsewhere at the Facility, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, teleregister, pneumatic-tube dispatch and intercommunication services, including but not limited to lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to any such systems, nor do or permit to be done anything which may interfere with free access and passage in and to the Display Areas, elsewhere at the Facility or in the streets, roads or other common ways

adjacent to the Facility; (d) overload any part of a Display Area; (e) do or permit to be done any act or thing upon the Display Areas which will invalidate or conflict with any insurance policies covering the Facility or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof; and the Permittee shall promptly observe, comply with and execute the provisions of any and all present or future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Permittee in and on the Display Areas and the Permittee shall, subject to and in accordance with the provisions of Sections 3 and 14 hereof, make any and all nonstructural improvements, alterations or repairs of the Display Areas that may, in connection with its operations hereunder, be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction; and, if, by reason of any failure on the part of the Permittee to comply with the provisions of this subdivision, any insurance rate on the Display Areas or any of them or on the Facility or any part thereof shall at any time be higher than it otherwise would be, then the Permittee shall pay to the Port Authority that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violations or failure by the Permittee.

Section 13. Maintenance and Repair

(a) The Permittee shall at all times keep the Display Areas in a clean and orderly condition and appearance.

(b) The Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Display Areas and any other parts of the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors or persons doing business with it. All nonstructural repair, replacement and rebuilding shall be done by the Permittee, subject to and in accordance with the provisions of Sections 3 and 14 hereof; and structural repair, replacement and rebuilding may be done by the Port Authority, the cost thereof to be paid by the Permittee on demand.

Section 14. Installation by the Permittee

(a) The Permittee shall not install any advertising displays, including any outside casings, fixtures or equipment in the Display Areas, or erect any structures, make any repairs, changes, alterations, improvements or do any other construction work on or to the Display Areas without the prior approval of the Port Authority (including but not limited to the time for the performance of any such installations or work); and, in the event any installation, construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then, upon notice so to do, the Permittee shall remove the same, or, at the option of the

Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Port Authority may effect the removal or change; and the Permittee shall pay the cost thereof to the Port Authority on demand.

(b) The structural grid, and the electrical and operational equipment installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement shall be and become the property of the Port Authority upon the installation thereof, provided, however, that the Port Authority shall have the right to require the Permittee to remove all such property from the Display Areas and the Facility on or before the expiration or revocation of this Permit and the effective period of the permission granted hereunder; and if the Port Authority so elects, the Permittee shall effect such removal and the Display Areas shall be restored by the Permittee to the condition prior to any placement or installation. In the event of partial revocation, the obligation of removal and restoration shall apply only to the Display Area or Areas affected. In case of any failure on the part of the Permittee so to remove or restore, the Port Authority may do so and the Permittee shall pay the cost thereof to the Port Authority on demand. All other installations, equipment, and facilities installed by the Permittee pursuant to the permission granted hereunder, including, without limitation, any advertising displays, outside casings, fixtures, and equipment shall be and remain the property of the Permittee and shall be removed by the Permittee from the Display Areas and the Facility on or before the expiration or revocation of this Permit and the effective period of the permission granted hereunder.

(c) If the Permittee shall fail to remove from the Display Areas and the Facility within the time allowed any property or thing whatsoever which it is obligated under this Permit to remove, the Port Authority may remove such property or thing and the Permittee shall pay the cost thereof to the Port Authority upon demand. The Port Authority may but shall not be obligated to remove such property or thing to a public warehouse for deposit or retain the same in its own possession and in either event sell the same at public auction, the proceeds of which shall be applied first to the expense of removal, retention, storage and sale, second to any sums owed by the Permittee to the Port Authority, with any balance remaining to be paid to the Permittee; if the expenses of such removal, retention, storage and sale shall exceed the proceeds of sale, the Permittee shall pay such excess to the Port Authority upon demand. Any action of the Port Authority hereunder shall not relieve the Permittee of any restoration obligation.

(d) Without in any wise limiting any other provision of this Permit, the Permittee agrees that it shall not do any servicing or maintenance on or to any Display Areas or to any property thereon or therein unless the Port Authority has approved the time of performance thereof.

Section 15. Liability Insurance

(a) The Permittee in its own name as assured shall secure and pay the premiums on a policy or policies of comprehensive general liability insurance including, but not limited to, premises-operations, covering bodily injury, including, wrongful death, and property damage which shall be effective throughout the effective period of the permission granted hereunder. Each such policy shall include a contractual liability endorsement covering the indemnity obligations assumed by the Permittee pursuant to the provisions of this Agreement and shall be maintained in the minimum amount of Two Million Dollars and No Cents (\$2,000,000.00) combined single limit for each occurrence.

(b) The Port Authority shall be named as an additional insured in any policy of liability insurance required by the provisions of this Agreement and each such policy of insurance so required shall contain an endorsement providing that the protection afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third party shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and against the Port Authority by the Permittee, but such endorsement shall not limit, vary, change, or affect the protection afforded the Port Authority as an additional insured, and an endorsement providing that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(c) A certified copy of each of the policies of insurance required by this Section or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving ten (10) days written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term of the privileges hereunder, as the same may be from time to time extended. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

Section 16. Indemnity

The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, representatives and employees from all claims and demands of third persons, including but not limited to those for death, for personal injuries or for property damages, arising out of the use of the Display Areas by the Permittee or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors or persons doing business with it where such acts or omissions are in or on the Display Areas or elsewhere at the Facility.

Section 17. Patents and Trademarks

The Permittee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any wise connected with this Permit. The Permittee agrees to save and hold the Port Authority, its Commissioners, officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

Section 18. Additional Fees

(a) If the Port Authority has paid any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Permittee to perform or fulfill any one or more of the terms, conditions or agreements contained in this Permit or as a result of an act or omission of the Permittee contrary to the said terms, conditions and agreements, the Permittee agrees to pay promptly to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties.

(b) For all purposes under this Section and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of a sum or sums by the Port Authority for any work done or material furnished shall be prima facie evidence against the Permittee that the amount of such payment was necessary and reasonable. If the Port Authority elects to use its own operating and maintenance staff in making any repairs, replacements and/or alterations and to charge the Permittee with the cost of the same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be prima facie evidence against the Permittee that the amount of such charge was necessary and reasonable.

Section 19. Assignment

(a) The Permittee shall not assign, sell, convey, transfer, mortgage or pledge this Permit, or the privileges hereunder, or any part thereof.

(b) he Permittee shall not use, or permit any person to use, the Display Areas or any portion thereof, except for the purposes set forth in Section 3 hereof.

Section 20. More Favorable Agreement

The Permittee agrees that if it shall at any time during this Permit have any agreement with any party or parties for or covering the display of advertising matter at a transportation facility or terminal where the mode of advertising is substantially similar to that covered hereunder and where the gross revenues to the Permittee from or on behalf of advertisers are or will be on an absolute or comparative basis substantially similar to or less than the gross revenue to the Permittee from or on behalf of advertisers in the Facility hereunder and if such agreement is on terms or with provisions more favorable to any such party than are contained in this Permit, then the Permittee shall notify the Port Authority of that fact, shall provide it with a true copy of any such agreement and shall at the option of the Port Authority give the Port Authority the benefit of any or all of the terms and conditions thereof retroactively to the date when any such more favorable agreement shall have been entered into by the Permittee; and this Permit shall thereupon be modified accordingly.

Section 21. Electricity

(a) The Port Authority, shall furnish and supply to the Permittee for the purposes set forth in this Permit, and the Permittee shall take and pay for, electricity, in reasonable quantities, the supply of electricity to be made by the Port Authority to the Permittee at such points on or off the various Display Areas as the Port Authority shall designate for connection to the systems to be installed by the Permittee in such areas for electrical distribution with the Port Authority's lines and conduits and the Port Authority shall have no responsibility for the distribution of electrical current in any of the Display Areas or for the maintenance therein of any electrical usage. The quantity of electricity used by the Permittee shall be metered by the Port Authority and paid for by the Permittee at the greater of: (1) the rates (including the fuel or other adjustment factor if any) which the Permittee at the time of such purchase and under the service classification then applicable to it would have to pay for the same quantity of electricity to be used for the same purposes under the same conditions if it received the electricity directly from the public utility supplying the same to commercial buildings in the vicinity, or (2) the Port Authority's cost of obtaining and supplying the same quantity of electricity. Notwithstanding that the Port Authority has agreed to supply electricity to the Permittee, the Port Authority shall be

under no obligation to provide or continue such service if the Port Authority is prevented by law, agreement or otherwise from metering as hereinabove set forth or elects not to so meter the same, then in any such event the Permittee shall make all arrangements and conversions necessary to obtain electricity directly from the public utility. Also in such event the Permittee shall perform the construction necessary for conversion and if any lines or equipment of the Port Authority are with the consent of the Port Authority used therefor the Port Authority may make an appropriate charge therefor to the Permittee based on its costs and expenses for the said lines and equipment.

(b) The Port Authority shall be under no obligation to furnish any of the above services if and to the extent and during any period that the furnishing of any of such services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) No failure, delay, interruption, or reduction in the supply of any agreed service, including without limitation thereto any failure, delay, interruption, or reduction under subparagraph (b) of this paragraph, (whether or not a separate charge is made therefor) shall be construed to be an eviction of the Permittee, shall be grounds for any abatement or diminution of the fees payable under this Permit or shall relieve the Permittee of any other obligations hereunder (unless resulting from the negligent acts of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority), shall not be grounds for any claim by the Permittee for damages, consequential or otherwise.

(d) The Port Authority shall have the right to temporarily discontinue the supply of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the display areas or elsewhere at the Facility including all systems for the supply of services.

(e) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the Display Areas or to any occupants or users of the Facility, or to the structure or building of which the Display Areas form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Permittee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Permittee pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Display Areas or the Permittee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(f) The Permittee shall not be entitled to receive any service or services during any period during which the Permittee shall be in default under any of the provisions of this Agreement.

(g) The Port Authority shall have no obligations or responsibility with respect to the performance of any services or providing, supplying or furnishing to the Permittee of any utilities or services whatsoever except as expressly provided in this Endorsement.

Section 22. Force Majeure

(a) The Port Authority shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond the control of the Port Authority. Further, the Port Authority shall not be liable unless the failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

(b) No diminution or reduction of the fees or other charges payable by the Permittee shall be claimed by or allowed to the Permittee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city governments, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefor, or by any other cause or condition beyond the control of the Port Authority, nor shall this Agreement be affected by any such causes or conditions.

Section 23. Rights of Entry Reserved

(a) The Port Authority, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Display Areas for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Permit or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives and contractors, shall have the right, for the benefit of the Permittee or for the benefit of others at the Facility, to maintain existing and future utilities systems or portions thereof in or on the Display Areas, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, teleregister, pneumatic-tube dispatch and intercommunication services, and

to enter upon the Display Areas at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, in, under or through the Display Areas new systems, lines, pipes, mains, wires, conduits and equipment, and to use the Display Areas for access to other portions of the Facility not otherwise conveniently accessible; provided, however, that such repair, alteration, replacement, construction, or access shall not unreasonably interfere with the use of the Display Areas by the Permittee.

Section 24. Condemnation

In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any of the Display Areas, the Permittee shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, it being understood and agreed between the Port Authority and the Permittee that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Permittee.

Section 25. Sales and Services by the Permittee

(a) A principal purpose of the Port Authority in entering into this Agreement is to have available for travelers and other users of the Facility, all other members of the public, and persons employed at the Facility, the services which the Permittee is permitted to render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate Facility for the use and benefit of the public, and the Permittee agrees that it will conduct a first class operation and will furnish and install all necessary or proper equipment, fixtures, improvements (subject to Sections 3 and 14), personnel, supplies, materials and other Facility and replacements therefor and all such fixtures and improvements (except trade fixtures removable without injury to the Display Areas) shall on installation become the property of the Port Authority and a part of the Display Areas, provided, however, that the Port Authority shall have the option, exercisable by notice delivered to the Permittee on or before a date sixty (60) days after expiration or termination hereof, to require the Permittee to remove any or all such fixtures, equipment and improvements and to restore the Display Areas to the condition thereof prior to any installation and in the event of a failure on the part of the Permittee so to remove and restore, the Port Authority may do so, and the Permittee shall pay the cost thereof to the Port Authority on demand. All equipment, fixtures and improvements to be used in the premises and the installation thereof shall be subject to the prior written approval of the Port Authority as to type and quality.

(b) The Permittee shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Facility; shall furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and shall charge fair, reasonable and non-discriminatory prices for all items and/or services which it is permitted to sell and/or render hereunder.

Section 26. Thirty-Day Termination

(a) Notwithstanding any other provision of this Permit, the Port Authority shall have the right to revoke this Permit and the effective period of the permission granted hereunder, without cause, at any time, on thirty (30) days' notice to the Permittee. In the event of revocation pursuant to this Section, this Permit and the said effective period shall cease and expire on the effective date of revocation stated in the notice in the same manner and with the same effect as if that date were the date originally stated herein for the expiration of this Permit.

(b) The Port Authority may exercise the right of revocation described in paragraph (a) of this Section as to any Display Area but not all the Display Areas by thirty (30) days' notice to the Permittee and in such event the effective period of the permission granted hereunder shall cease and determine as to the Display Areas affected by the exercise of such right of revocation on the effective date of revocation in the same manner and with the same effect as if that date were the original date of expiration set forth in this Permit; provided, however, that, the Permit and the effective period of the permission granted hereunder shall continue in full force and effect as to the remaining Display Area or Areas.

(c) Unless sooner revoked, the period of the permission granted under this Permit shall expire on the expiration date set forth elsewhere in this Permit. Upon such expiration, or in the event the period of the permission granted under this Permit is revoked by the Port Authority pursuant to subparagraph (a) of this paragraph, all installations, equipment, and facilities installed by the Permittee pursuant to the permission granted hereunder, including, without limitation, any advertising displays, outside casings, fixtures, and equipment, but excluding the structural grid, and the electrical and operational equipment installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement shall be removed by the Permittee from the Display Areas and the Facility.

(d) In the event the effective period of the permission granted under this Permit is revoked pursuant to the provisions of subparagraph (a) of this paragraph, the Port Authority shall pay the Permittee its Unamortized Capital Investment, as hereinafter defined, in the structural grid, and the electrical and operational equipment initially installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement provided, however, that tender of payment of such Unamortized Capital Investment shall not be a pre-requisite for the exercise of the Port Authority's right of revocation pursuant to subparagraph (a) of this

paragraph, but the Permittee shall be entitled to five per cent (5%) interest per annum on such Unamortized Capital Investment for the period from the effective date of revocation to the date of tender of payment (excluding any period prior to the rendering by the Permittee to the Port Authority of any required statement or other documentation of cost). As used herein "Unamortized Capital Investment" shall mean a pro rata share of the Permittee's cost of supplying and installing in the Display Areas the structural grid, and the electrical and operational equipment as are initially installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement. To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Permittee for the structural grid, and the electrical and operational equipment initially installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement, and to the extent that such sum does not exceed Two Million Dollars and No Cents (\$2,000,000.00), shall constitute "cost" under the this Section:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3);

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(e) A statement of the cost detailing all the foregoing including copies of invoices and contracts and certified by a responsible officer of the Permittee shall be delivered by the Permittee to the Port Authority not later than ninety (90) days after the complete installation of the structural grid, and the electrical and operational equipment initially installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement and the Permittee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of account of the Permittee within the Port of New York District during such time.

(f) If the Permittee includes in cost any items as having been incurred but which, in the opinion of the Port Authority, if so incurred is not an item properly chargeable to cost under sound accounting practice, then the Port Authority within ninety (90) days after receipt of the said statement of cost as mentioned in subparagraph (b) above, shall give written notice to the Permittee stating its objection to any such item and the grounds therefor. If such notice is given

and if the dispute is not settled within thirty (30) days by agreement between the parties, then such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association. Costs of said arbitration shall be borne equally by the Port Authority and the Permittee.

(g) In any such arbitration as to whether any item included by the Permittee in its computation of cost has been incurred, the question to be submitted to the arbitrators for decision shall be as follows:

"Was all or any part of such cost incurred by the Permittee; and if part but not all of such cost was incurred, what was the amount which was so incurred?"

(h) In any such arbitration as to whether any item included by the Permittee in its computation of costs is properly chargeable thereunder under sound accounting practice, the question to be submitted to the arbitrators for decision shall be as follows:

"Can it reasonably be held that all or any part of such cost is properly chargeable under sound accounting practice; and if part but not all of such cost can reasonably be held to be chargeable, then what amount can reasonably be held to be so chargeable?"

The arbitrators to whom such questions shall be submitted shall be accountants or auditors.

(i) The proration of cost as referred to in this Section shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months (in the effective period of the permission as originally set forth) subsequent to the effective date of revocation, and the denominator of which shall be 240.

(j) Notwithstanding anything to the contrary herein contained, the amount the Port Authority shall be obligated to pay to the Permittee hereunder shall be diminished by the amount of any unsatisfied lien, mortgage or other encumbrance on the structural grid, and the electrical and operational equipment initially installed by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement, and less any amounts whatsoever due from the Permittee to the Port Authority which the Permittee hereby authorizes the Port Authority to withhold and keep from such amount, and to apply to the satisfaction and discharge of the foregoing.

Section 27. Labor

(a) The Permittee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies affecting or in connection with the Permittee's operations hereunder and shall give oral notice to the Port Authority of the progress thereof. The Permittee shall use its best efforts to resolve any such complaint, trouble, dispute or controversy.

(b) In its operations hereunder, the Permittee shall not contract with anyone, employ any persons, use or have any equipment or materials or allow any condition to exist if any such, in the opinion of the Port Authority, may cause or be conducive to any labor complaints, troubles, disputes or controversies either at the Display Areas or elsewhere at the Facility, or may in any other respect be objectionable to the Port Authority. The Port Authority's determination shall be conclusive on the Permittee; and, upon notice from the Port Authority, the Permittee shall immediately withdraw from the Facility any persons, equipment or materials specified in the notice and replace them with unobjectionable persons, equipment and materials, and shall immediately rectify any condition specified in the notice.

(c) In the event that any type of strike, boycott, picketing, work stoppage or slowdown is directed against the Permittee, or any of its operations at the Facility, whether or not the same is due to the fault of the Permittee and whether or not caused by or on account of the employees of the Permittee or those doing business with it and notwithstanding that the Port Authority may or may not have issued directions or made decisions in connection with the same, the Port Authority may, by twenty-four (24) hours' notice, revoke this Permit and the effective period of the permission granted hereunder effective at the time specified in such notice, if such strike, boycott, picketing, work stoppage or slowdown continues for twenty-four (24) hours after the giving of the notice. In the event of revocation pursuant to this Section, the effective period of the permission granted hereunder shall cease and determine on the effective date of revocation in the same manner and with the same effect as if that date were the original date of expiration set forth in this Permit, provided, however, that notwithstanding anything to the contrary set forth elsewhere in this Permit the Permittee shall not be entitled to any abatement in the fees or other charges payable hereunder, nor to any reimbursement from the Port Authority on account of the cost of performing any construction and installation work.

Section 28. Delivery of Display Areas

The Permittee agrees to yield and deliver peaceably to the Port Authority possession of the Display Areas on the date of the cessation of the effective period of the permission granted hereunder, whether such cessation be by revocation, expiration or otherwise, promptly and in good condition, reasonable wear and tear excepted.

Section 29. Brokerage

The Permittee represents and warrants that no broker has been concerned in the negotiation of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporation whatsoever for services in connection with the negotiation and execution of this Permit.

Section 30. Extent of Privileges Granted

The privileges granted hereunder to the Permittee are non-exclusive.

Section 31. Relationship of the Parties

Notwithstanding that the percentage fee hereunder is measured by a percentage of gross receipts and other monies, no partnership relationship between the parties hereto or joint adventure is created by this Permit.

Section 32. Remedies to be Non-exclusive

All remedies provided in this Permit shall be and be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity.

Section 33. Place of Payments

All payments required of the Permittee by this Permit shall be sent to the Port Authority at the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 17309
NEWARK, NEW JERSEY
or to such other officer or address as may be substituted therefor.

Section 34. Notices

All notices, requests, demands, consents and approvals required to be given to or by either party shall be in writing; and all such notices and requests shall be personally delivered to the party or to the duly designated officer or representative of such party or delivered to the office of such party, officer or representative during regular business hours or forwarded to him

or to the party at such office by registered mail. The Permittee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director and the Permittee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York, and the Permittee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

Section 35. Designations, Consents and Approvals

(a) Any designation, consent, permission, authorization or approval by the Port Authority under any Section of this Permit may from time to time in the sole discretion of the Port Authority be made, given, revoked or rescinded by notice to the Permittee.

(b) The Port Authority's rights under this Section shall not be or be construed to be limited by any provision of this Permit covering the Port Authority's rights of termination.

Section 36. Permittee's Representative

The Permittee's representative, hereinbefore specified in this Permit (or such substitute as the Permittee may hereafter designate in writing), shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof.

Section 37. Headings

The section headings and the subdivision headings, if any, are inserted only as a matter of convenience and of reference and in no way define, limit or describe the scope or intent of any provision hereof.

Section 38. Termination

(a) If any one or more of the following events shall occur, that is to say:

(1) The Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition to answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court the Permittee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Permittee is a corporation, by any of the stockholders of the Permittee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Permittee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The interest or estate of the Permittee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Permittee, if a corporation, shall, without the prior consent of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Permittee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Permittee or any execution any of its property, whereupon the use or occupancy of the Display Areas shall be taken by someone other than the Permittee, and any such use or occupancy shall continue in effect for a period of fifteen (15) days; or

(8) Any lien is filed against the Display Areas because of any act or omission of the Permittee and is not removed within ten (10) days; or

(9) The Permittee shall voluntarily abandon, desert, vacate or discontinue its operations in the Display Areas or, after exhausting or abandoning any right of further appeal, the Permittee shall be prevented for a period of thirty (30) days by action of any governmental agency from conducting its operations, regardless of the fault of the Permittee; or the Permittee shall fail to take occupancy and commence operations within fifteen (15) days after the effective date; or

(10) The Permittee shall fail duly and punctually to pay the fees or to make any other payment required hereunder when due to the Port Authority; or

(11) The Permittee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Permittee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by five (5) days' notice revoke the permission granted hereunder, such revocation to be effective upon the date specified in such notice. Such right of revocation and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the effective date of the permission granted hereunder, the Permittee shall not be entitled to use or occupy the Display Areas and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Permittee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of fees for any period or periods after a default of any of the terms, provisions or conditions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to revoke this Permit. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms, provisions or conditions of this Permit to be performed, kept or observed by the Permittee shall be or be construed to be a waiver by the Port Authority of any other subsequent default in performance of any of the said terms, provisions and conditions.

(d) The rights of revocation described above shall be in addition to any other rights of revocation provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Permittee and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

Section 39. Security Deposit

(a) The Port Authority and the Permittee have heretofore entered into a certain permit agreement dated as of November 1, 1983 and bearing Port Authority Permit Number P-BT-132 covering the installation and operation of various types of advertising displays in the Port Authority Bus Terminal (such permit agreement is hereinafter referred to as "the Former PABT Permit"). Pursuant to the provisions of Section 39 of the Former PABT Permit, the Permittee has heretofore delivered to the Port Authority a clean irrevocable letter of credit in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) as security (which letter of credit is hereinafter referred to as the "Existing PABT Letter of Credit"). Although the period of the permission granted under the Former PABT Permit has expired, pursuant to the terms of a certain supplemental agreement entered into by and between the Permittee and the Port Authority dated August 8, 1994 and denominated "Supplement No. 4" to the Former PABT Permit (which supplemental agreement is hereinafter referred to as the "Repayment Agreement") the Permittee has undertaken certain payment obligations to the Port Authority in connection with the Former PABT Permit, and such obligations are in effect through the period expiring March 31, 1997. In addition, Port Authority Trans-Hudson Corporation ("PATH") and the Permittee have heretofore entered into a permit agreement dated as of July 27, 1995 and bearing PATH Permit Number P-RR-126 covering the installation and operation of various types of advertising displays in and on the property, facilities, and train cars owned or operated by PATH (which permit agreement

as amended and extended, is hereinafter referred to as "the PATH Permit"), and pursuant to the provisions of Section 39 thereof the Permittee has heretofore delivered to PATH a clean irrevocable letter of credit in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) as security (which letter of credit is hereinafter referred to as the "PATH Letter of Credit"), and the Permittee and the Port Authority have also entered into a certain permit agreement dated as of May 20, 1996 and bearing Port Authority Permit Number P-BT-167 covering the installation, placement maintenance, and operation of indoor advertising signs and displays at certain location within the Facility (which permit agreement, as the same may be amended and extended, is hereinafter referred to as "the Indoor Permit"). The Permittee acknowledges that pursuant to the provisions of paragraph 6 of that certain agreement entered into by and between PATH and the Permittee, dated as of August 25, 1995 and denominated "Supplement No. 1" to the PATH Permit, the letter of credit delivered to PATH pursuant to the provisions of Section 39 of the PATH Permit is available as security in connection with the PATH Permit as well as the Repayment Agreement. The Permittee hereby agrees that the letter of credit in the amount of Fifty Thousand Dollars and No Cents delivered to the Port Authority pursuant to the provisions of Section 39 of the Indoor Permit (which letter of credit is hereinafter referred to as the "New PABT Letter of Credit") shall be held and used by the Port Authority as security in connection with this Permit as well as the Indoor Permit and the provisions of paragraphs (a) and (b) of Section 39 of the Indoor Permit shall apply to the Permittee's obligations under this Permit as if incorporated herein *haec verba* and the New PABT Letter of Credit shall be deemed to have been delivered under both the Indoor Permit and this Permit. The Permittee further agrees that in addition to the New PABT Letter of Credit, the Permittee shall cause the Existing PABT Letter of Credit and the PATH Letter of Credit heretofore delivered, respectively, to the Port Authority as security pursuant to Section 39 of the Former Port Authority Permit and to PATH as security pursuant to Section 39 of the PATH Permit, to be amended to provide that they shall remain in effect for the balance of the period of the permission granted under this Permit and the Indoor Permit, and that the Existing PABT Letter of Credit and the PATH Letter of Credit, together with the New PABT Letter of Credit delivered to the Port Authority pursuant to the provisions of this Section, and any other sums deposited or additional letters of credit delivered to the Port Authority in accordance with the provisions of this Section, shall constitute the security deposit described in this Section subject to all of the terms thereof. The Permittee hereby agrees that the Port Authority may make drawings under the Existing PABT Letter of Credit and the PATH Letter of Credit, as well as under the New PABT Letter of Credit and any additional letters of credit delivered to the Port Authority in accordance with the provisions of this Section, and may have resort to any additional cash deposited by the Permittee with the Port Authority as security in accordance with the provisions of this Section, in connection with the Repayment Agreement, the PATH Permit, this Permit, or the Indoor Permit, and that the Existing PABT Letter of Credit, the PATH Letter of Credit, the New PABT Letter of Credit, and any other sums deposited or additional letters of credit delivered to the Port Authority in accordance with the provisions of this Section shall be held and used by the Port Authority and PATH, respectively, as security in connection with the Repayment Agreement, the PATH

Permit, this Permit, and the Indoor Permit, and the applicable provisions of each such agreement shall apply as to all such letters of credit and deposits if all such letters of credit and deposits had been delivered or deposited under each such agreement. None of the letters of credit or deposits described in this paragraph shall be returned to the Permittee until the Repayment Agreement, the PATH Permit, this Permit, and the Indoor Permit have all expired and except in accordance with the applicable provisions of the last of such agreements to expire.

(c) In connection with the provisions of this Section the Lessee hereby certifies that its Employer Identification Number is _____.

(d) In addition to the letter of credit in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) delivered to the Port Authority as security pursuant to the provisions of paragraph (a) of this Section, upon notice from the Port Authority made at any time during the fourth annual period established under this Agreement, the Permittee shall deposit with the Port Authority and keep deposited throughout the effective period of the permission granted hereunder a sum to be designated by the Port Authority, or, as the case may be, shall deliver to the Port Authority another letter of credit satisfactory to the Port Authority in an additional amount to be designated by the Port Authority, such sum or additional amount, in each case, not to exceed an amount which, when added to the letter of credit in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) delivered to the Port Authority as security pursuant to the provisions of paragraph (a) of this Section shall be equal to twenty-five percent (25%) of the gross receipts generated by the Permittee in the preceding annual period from the exercise of the privilege granted pursuant to this Permit. The sum deposited by the Permittee, or the additional letter of credit delivered to the Port Authority, as the case may be, together with the letter of credit in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) delivered to the Port Authority as security pursuant to the provisions of paragraph (a) of this Section shall thereafter constitute the security deposit described in this Section, and shall be subject to all of the terms hereof.

Section 40. Late Charges

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any basic or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than

thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 38 of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

Section 41. Definitions

The following Terms, when used in this Permit, shall have the respective meanings given below:

(a) "The Port Authority Bus Terminal shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York, and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof, which, together with the Port Authority Bus Terminal as heretofore existing, constitutes the Port Authority Bus Terminal;

(b) "Causes or conditions beyond the control of the Port Authority", shall mean and include acts of God, the elements, weather conditions, tides, earthquakes, settlements, fire, acts of Governmental authority, war, shortage of labor or materials, acts of third parties for which the Port Authority is not responsible, injunctions, labor troubles or disputes of every kind (including all those affecting the Port Authority, its contractors, suppliers or subcontractors) or any other conditions or circumstances whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) which is beyond the control of the Port Authority or which could not be prevented or remedied by reasonable effort and at reasonable expense.

Section 42. Non-Liability of Individuals

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit or because of its execution or attempted execution, or because of any breach thereof.

Section 43. Ethics

(a) During the effective period of the permission granted under this Agreement, the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

(b) As used herein "anything of value" shall include but not be limited to any (1) favors, such as meals, entertainment, transportation (other than that contemplated by this Agreement or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the Permittee, (2) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Port Authority lease or contract.

(c) In addition, during the effective period of the permission granted under this Agreement, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this Section in each sublease, contract or subcontract entered into under and pursuant to the provisions of this Agreement.

(e) The Permittee certifies that it has not made any offers or agreements, or given or agreed to give, anything of value (as defined in paragraph (b) of this Section) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of

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Ethics and Financial Disclosure dated as of July 18, 1994, referred to in paragraph (c) of this Section, nor does the Permittee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Permittee which constitutes a breach of the ethical standards set forth in said Code.

Section 43. Entire Permit

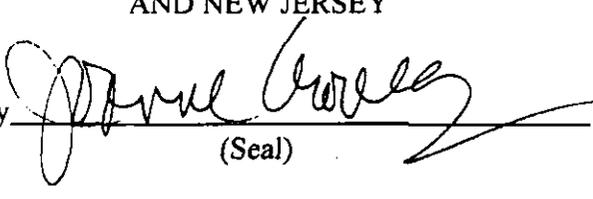
This Permit consists of the following: pages 1 through 36, inclusive, and Schedule E. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Permit.

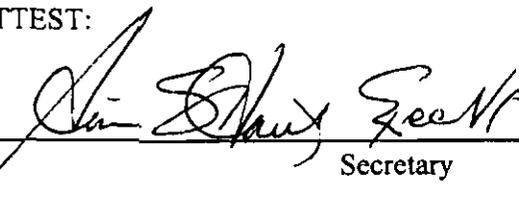
IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

ATTEST:

Secretary

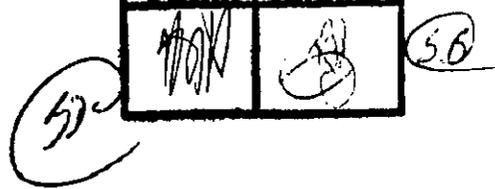
By 
(Seal)

ATTEST:

Secretary

TRANSPORTATION DISPLAYS
INCORPORATED

By 
(Title) Exec Vice President / General mgr
(Corporate Seal)

APPROVED FOR
TRANSMITTAL
FORM / TERMS



SCHEDULE E

For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by one or more citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. As used herein minority shall mean an individual member of any of the following racial groups

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin;
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central South American origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands) which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, India, Pakistan, Bangladesh, and Sri Lanka; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification) which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by one or more women and such ownership is real, substantial and continuing, or in the case of a publicly owned business, at least

fifty-one percentum of the stock of which is owned by one or more women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the contracts (including subcontracts) are for the participation of Minority Business Enterprises and Women-owned Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (1) Dividing work into smaller portions where feasible.
- (2) Actively and affirmatively soliciting bids and proposals for contracts or subcontracts to provide commodities and services from MBEs and WBEs including circulation of solicitations to minority and female contractor associations. The Permittee shall maintain records detailing the efforts it and its contractors have made to provide for meaningful MBE and WBE participation, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected, the reason for such decision. The Permittee shall supply to the Port Authority such information, data, and documentation with respect to the efforts the Permittee has made to provide for meaningful MBE and WBE participation in contracts and subcontracts as the Port Authority may from time to time and at any time request.
- (3) Providing prospective MBEs and WBEs with plans, specifications, and other necessary background materials with regard to prospective work available to MBEs and WBEs in sufficient time for review.
- (4) Meeting regularly with representatives of the Port Authority to identify forthcoming business opportunities and suitable MBEs and WBEs, following up on specific recommendations made by such representatives, and utilizing the list of eligible MBEs and WBEs hereinafter described in this Schedule, maintained by the Port Authority, or seeking minorities and women from other sources for the purpose of soliciting contractors, subcontractors, and suppliers.
- (5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors, where appropriate, to insure that the Permittee and its contractors will meet their obligations hereunder.
- (6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis, where appropriate.
- (7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

The Port Authority has compiled a list, which may be supplemented and revised from time to time by the Port Authority, of the firms the Port Authority has determined satisfy the criteria for MBE and WBE certification. Such list shall be made available to the Permittee and its contractors upon request. The Port Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only listed MBEs and WBEs and such firms as are not so listed but as are certified by the Port Authority as MBEs and WBEs hereunder will count toward the MBE and WBE goals.

Certification of MBE's and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not so listed but which the Contractor believes should be certified because it is an MBE or WBE the Contractor shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be required by the Port Authority from time to time. All such requests shall be in writing addressed to Mr. John Alexander or other designee of the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, One World Trade Center, 37 South, New York, N.Y. 10048. If any such firm is determined eligible for certification it shall only be by a writing over the name of the Director in charge of such Office. The determination of the Port Authority shall be final and binding on the Contractor. For inquiries or assistance, please contact Mr. John Alexander at (212) 432-4188.

The following organizations may be able to refer the Contractor to firms which the referring organization has a reasonable basis to believe may meet the Port Authority's criteria for certification as an MBE or WBE. Any referrals which are not listed shall be submitted to the Port Authority for a determination as to eligibility as provided above.

- | | |
|---|---|
| 1. National Minority Bus. Council, Inc.
235 East 42nd Street
New York, N.Y. 10017
(212) 573-2385 | 4. The Council For Airport Opportunity
2 World Trade Center
Suite 2228
New York, N.Y. 10048
(212) 466-1091 |
| 2. N.Y./N.J. Minority
Purchasing Council.
1412 Broadway - 11th floor
New York, N.Y. 10018
(212) 944-2442 | 5. Assoc. of Minority Enterprises of
New York (AMENY)
165-40A Baisley Blvd., Suite #3
Jamaica, New York, 11434 |
| 3. Newark, Paterson, Jersey
City Business Development
Center
60 Park Place, Suite 1307
Newark, N.J. 01702
(201) 623-7712 | 6. Air Services Development Office
90-04 161st Street
Jamaica, N.Y. 11432
(718) 262-9012 |

In the event that the participation of any MBE or WBE selected by the Permittee or any of its contractors to participate in any contracts or subcontracts entered into with respect to any construction work performed on the premises, is canceled or terminated for any reason, the Permittee agrees and agrees to require its contractors to make every good faith effort, to the maximum extent feasible, and consistent with the Permittee's exercise of good business judgment, including, without limitation, the consideration of cost competitiveness, to utilize other MBEs and WBEs so as to maintain appropriate participation by MBEs and WBEs in such contracts.

Labor Force Utilization

Without limiting the foregoing provisions of this Schedule, and without limiting any of the terms and conditions of the Agreement to which this Schedule is attached, the Permittee agrees and agrees to require its construction and maintenance contractors and subcontractors at each tier of any construction undertaken pursuant to the provisions of the Agreement to which this Schedule is attached to make good faith efforts to achieve a supervisory and non-supervisory work force on each contract that is representative of the local community

labor force with respect to minority and female participation and will work with the Port Authority's Office of Business and Job Opportunity to identify referral sources when needed. The Permittee will cooperate with the Port Authority to develop on the job training programs and will participate in apprenticeship and other training programs that expressly include minority and female workers. The Permittee agrees to require its contractors and subcontractors to participate in such programs and to make a good faith effort to utilize apprentices or other trainees in the work as appropriate. The Permittee agrees to and shall require its contractors and subcontractors to appoint an executive of their respective companies to assume the responsibility for the implementation of the contractors' good faith efforts to achieve minority and female participation in the work force under the contract.

The goals for minority and female participation, expressed in percentage terms for the aggregate work force in each trade on all construction work are as follows:

Journey level trade workers

Minority participation:	30%
Female participation:	6.9%

Laborers and other unskilled workers

Minority participation:	40%
Female participation:	6.9%

These goals are applicable to all construction work performed in and for the premises. Compliance with the goals will be measured against the total work hours performed.

(a) The Permittee agrees to require its contractors and subcontractors to provide written notification to the Permittee and the Permittee agrees to provide written notification to the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction contract or subcontract in excess of \$10,000.00 at any tier for construction work. The notification shall list the name, address, telephone number and employer identification number of the contractor or subcontractor; and the estimated starting and completion dates of the contract or subcontract. As used herein, "Employer identification number" shall mean the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941. The term minority shall mean an individual member of any of the racial groups described in this Schedule.

(b) The Permittee agrees to require its contractors and subcontractors, at any tier, whenever they subcontract a portion of the construction work involving any construction trade, to physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(c) The Permittee agrees to require its contractors and subcontractors to implement the specific affirmative action standards provided in subparagraphs (1) through (16) of paragraph (f) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Permittee's contractors and subcontractors should reasonably be able to achieve in each construction trade in which it has employees on the premises. The Permittee agrees and agrees to require its contractors and subcontractors to use good faith efforts to make substantially uniform progress toward its goals in each craft during the period specified.

(d) The Permittee agrees to provide in its construction contracts that neither the provisions of any collective bargaining agreement, nor the failure by a union with which the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations thereunder.

(e) The Permittee further agrees to provide in its agreements with its contractors that in order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period, and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U. S. Department of Labor.

(f) The Permittee agrees to require its contractors and subcontractors to take specific affirmative actions to ensure equal employment opportunity ("EEO"). The Permittee's

evaluation of the contractor's compliance with these provisions shall be based upon the contractor's good faith effort to achieve maximum results from its actions. The Permittee agrees to require its contractors and subcontractors to document these efforts fully, and to implement affirmative action steps at least as extensive as the following:

- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all portions of the premises at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each phase of the construction project. The contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.
- (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional action the contractor may have taken.
- (4) Provide immediate written notification to the Permittee when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman, sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the contractor's EEO policy on bulletin boards accessible to all employees at each location where the construction work is performed.
- (7) Review, at least every six months, the contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-area supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, to minority and female recruitment and training organizations and to State certified minority referral agencies serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a contractor's work force.
- (11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

(g) The Permittee shall encourage its contractors to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations set forth in subparagraphs (1)-(16) of paragraph (f) of this Section. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraph (f) hereof provided that: the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The requirement for good faith efforts to comply, however, shall remain with the contractor and the Permittee shall provide in its agreements with the contractor that failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

(h) Goals for minorities and a separate single goal for women have been established. The Permittee, however, agrees to require its contractors and subcontractors to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority, and to provide that consequently, the contractor may be in violation of its agreement with the Permittee if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation if a specific minority group of women is under-utilized).

(i) The Permittee agrees to provide that the contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Permittee agrees that it will not enter into any contract with any person or firm *debarred from Government contracts pursuant to Executive Order 11246*, and agrees to require that its contractors and subcontractors not enter into any subcontract with any such person or firm.

(k) The Permittee agrees to carry out such sanctions and penalties for violation of these provisions including suspension, termination and cancellation of existing contracts and subcontracts as may be required and the Permittee further agrees to require its contractors and subcontractors to agree to carry out such sanctions and penalties for violation of these provisions including suspension, termination and cancellation of existing contracts and subcontracts as may be imposed or ordered by the Permittee.

(l) The Permittee agrees to require its contractors and subcontractors, in fulfilling their obligations to the Permittee, to implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (f) hereof so as to achieve maximum results from their efforts to ensure equal employment opportunity. If the contractor fails to comply with such requirements, the Permittee shall proceed accordingly.

(m) The Permittee agrees to require its contractors and subcontractors to designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the contractor's EEO obligations as may be required, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), date of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors need not be required to maintain separate records.

(n) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(o) Without limiting any other term or provision of this Agreement, the Permittee agrees and agrees to require its contractors and subcontractors to cooperate with all federal, state, or local agencies established for the purpose of implementing affirmative action compliance programs and the Permittee agrees and agrees to require its contractors and subcontractors to comply with all procedures which may be agreed to by and between the Port Authority and the Permittee.

(p) In addition to and without limiting any of the terms and provisions of this Agreement, the Permittee agrees to provide in its contracts and all subcontracts covering construction work, or any portion thereof, that:

(i) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(ii) At the request of either the Port Authority or the Permittee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Permittee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(iii) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(iv) The contractor will include the provisions of subdivisions (i) through (iii) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(v) "Contractor" as used in subdivisions (i) through (iv) of this paragraph shall include each contractor and subcontractor at any tier of construction.

Initialed:



For the Port Authority



For the Permittee

STATE OF NEW YORK)
)
) ss.:
COUNTY OF NEW YORK)

JAMES CHOWLEY
On the *19th* day of *AUGUST*, 19*92*, before me personally came *A* to me known, who, being by me duly sworn, did depose and say that he resides in; *FELDER CITY NJ* that he is the *GENERAL Mgr of T&T*.

The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of said corporation; and that he signed his name thereto by like order.

CONSTANCE DELLABARCA
Notary Public, State of New York
No. 03-4931312
Qualified in Bronx County
Commission Expires *2/28* 19*93*

Constance DellaBarca

STATE OF *New York*)
)
) ss.:
COUNTY OF *New York*)

On the *18th* day of *August*, 19*92*, before me personally came *Donald R. Ellman*, to me known, who, being by me duly sworn, did depose and say that he resides in *Darien, Conn.*; that he is the *Exec. Vice* President of Transportation Displays, Incorporated, one of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Tina Kowalsky

TINA KOWALSKY
Notary Public, State of New York
No. 02KO4999349
Qualified in Westchester County
Commission Expires July 20, 1998

THIS SUPPLEMENT SHALL NOT BE BINDING UPON
THE PORT AUTHORITY UNTIL DULY EXECUTED
BY AN EXECUTIVE OFFICER THEREOF AND
DELIVERED TO THE PERMITTEE BY AN AUTHORIZED
REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Bus Terminal
Port Authority Permit No. PBT - 168 Supplement
No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 26, 2010, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "Port Authority"), and CBS OUTDOOR GROUP INC. (formerly known as "Viacom Outdoor Group Inc." and as "Transportation Displays Incorporated") (hereinafter called "Permittee");

WITNESSETH, that the Port Authority and the Permittee are parties to an Agreement dated as of May 20, 1996, as amended, (identified above by the Port Authority Permit Number and covering Space at the above mentioned Port Authority Facility) issued by the Port Authority to the Permittee and hereinafter called the "Permit";

WITNESSETH, that the Permittee has entered into a subcontract agreement ("the Display Agreement") with Garage Media NY LLC, a New York limited liability company (referred to, together with any lender, lessor, or other financier consented to by the Port Authority having any right, title, or interest in the Garage Media Work, as "G-M"), as agreed to and acknowledged by the Port Authority, for the installation, operation and maintenance of a 6,000 square-foot electronic signage system on the exterior grid structure of the North Wing of the Port Authority Bus Terminal;

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend certain provisions of the Permit in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Permittee hereby agree as follows:

1. In Section 2 of the Permit, make the following changes:

- (a) The date "June 30, 2016" appearing in the last line of Paragraph (a) is hereby deleted and the date "December 31, 2018" is hereby substituted.
- (b) Add the following new sentence at the end of Paragraph (a):

"In the event Permittee shall fail to install the Garage Media Work,

as hereinafter defined, or, if Permittee should terminate this Display Agreement because of a contract default, the Expiration Date shall be deemed to be June 30, 2016 or, if later, the date of such termination."

2. In Section 3 of the Permit, at the end of Paragraph (b), insert the following:

"Notwithstanding the foregoing, in the event the Port Authority shall require, the relocation of the Garage Media Work, as hereinafter defined, such relocation shall be to an area mutually acceptable to Permittee and the Port Authority. The Port Authority shall be responsible for the cost of such relocation. In the event a mutually acceptable location is not agreed to by the parties, the permission granted under this Permit with respect to the Garage Media Work shall be deemed revoked pursuant to the provisions of subparagraph (a) of Section 26 of this Permit, and in such case the Port Authority shall pay to Permittee the Unamortized Capital Investment in the Garage Media Work, subject to the provisions of subparagraph (d) of Section 26 of this Permit."

3. In Section 4 of the Permit, insert the following new subparagraph after subparagraph (a)(1):

"(2) Upon full execution of this Agreement as hereinafter defined, the "Fee Payment Start Date" shall mean the earlier of the following dates:

- (i) December 31, 2010; provided that in the event the Garage Media Work is not operational by December 31, 2010, the payment of the Fee shall be deferred until such time as the Garage Media Work is operational, provided however, such deferral shall not exceed sixty (60) days, or
- (ii) The date following the completion of the Garage Media Work as the Port Authority may designate to the Permittee as the date on which public operation may be commenced for the Garage Media Work, or
- (iii) Four months following the date of the Port Authority's approval of the plans and specifications for the Garage Media Work."

4. In Section 4 of the Permit, insert the following new paragraph after paragraph (c)(5):

"(6) Notwithstanding anything in Section 4 to the contrary, in the event

that any administrative, regulatory or judicial action is taken by the City of New York which prohibits the Permittee from operating the sign, the Permittee shall not be obligated to remit to the Port Authority all fees due and payable for the days the Sign is not operational, provided, however, that if the Permittee receives revenue during such a time, the entire or prorated percentage fee shall be due and payable to Port Authority."

5. In Section 4 of the Permit, insert the following paragraph after paragraph (c)(6):

"(7) The Port Authority shall receive its applicable share of the bonus revenue (as due under the Display Agreement) upon the Permittee's receipt of this bonus revenue from G-M."

6. Section 9 of the Permit shall be amended as follows:

(i) The words ", which the Port Authority deems applicable and provides notice to the Permittee thereof" shall be added following the words "Display Areas" in the first sentence of subparagraph (b);

(ii) "The Permittee and G-M shall not be required to procure permits from New York City Department of Buildings with respect to the Sign." shall be added following the last sentence in subparagraph (b).

(ii) The first sentence of subparagraph (d) shall be deleted and replaced by the following:

"(d) The obligations of the Permittee to comply with governmental requirements, if any, is provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility."

(iii) Subparagraph (e) shall be added as follows:

"(e) In the event that (i) any government agency having authority over the operation of the Sign takes any action that prohibits the Permittee from operating the Sign, including any action taken under the provisions of the New York City Zoning Resolution, the New York City Administrative Code, the Rules of the City of New York and the Rules of the New York City Department of Buildings applicable to signs and sign structures (collectively the "Sign Regulations") or (ii) any administrative, regulatory or judicial action is taken in order to prohibit the Permittee from operating the Sign pursuant to the Sign Regulations, then the Port Authority may, at its option, either:

(1) dispute the validity of such Sign Regulation and/or its

applicability to the Port Authority and/or Permittee, or

(2) pay to Permittee and G-M the Unamortized Capital Investment in the Initial Installation Work and Garage Media Work as set forth in the Display Agreement and subject to the provisions of subparagraph (d) of Section 26 of this Permit (and the Display Agreement).

The Port Authority will decide as soon as is feasible, but no later than ninety (90) days of any party's receipt of a stop-work order and/or an administrative, regulatory, or judicial action whether to choose options (1) or (2), and will so notify both the Permittee and G-M in writing of its decision to either dispute the validity of the Sign Regulation or pay the Unamortized Capital Investment. In the event that any administrative, regulatory or judicial action is taken by the City of New York or other state or municipal agency which putatively prohibits or would prohibit the Permittee from operating the Sign and receiving revenue for a six month period, the Port Authority will terminate the Permit and pay to Permittee and G-M the Unamortized Capital Investment in the Initial Installation Work and Garage Media Work, and such payment will unconditionally be made upon the expiration of such six month period (with revocation under Section 26 of the Permit being deemed to have occurred at the beginning of such six month period; provided that during any period where the Port Authority is disputing the validity of the Sign Regulations, no interest shall accrue on the Unamortized Capital Investment).

7. In Section 14 of the Permit the words "With the exception of the Garage Media Work, which shall remain the property of Permittee", shall be inserted at the beginning of subparagraph (b).

8. In Section 19 of the Permit, the following shall be inserted at the end of subparagraph (a):

"; except for (i) the security interest held by the Permittee's or Permittee's subcontractor's lender; and (ii) upon the acquisition of the Permittee by a sale or other disposition of all or substantially all of the assets of the Permittee or any merger, consolidation or other form of reorganization; in either case to be submitted to the Port Authority for its prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.

9. In Section 26 of the Permit, the following shall be inserted following the first sentence of subparagraph (a):

"; provided, that upon any revocation or termination by the Port Authority without cause, the Port Authority shall not enter into any agreement with any party, including but not limited to the Permittee, to provide the same or similar display technology as G-M through the

stated Expiration Date of this Agreement.”

10. In Section 26 of the Permit, delete the first paragraph of Paragraph (d) in its entirety and substitute the following therefore:

“(d) In the event the effective period of the permission granted under this Permit is revoked pursuant to the provisions of subparagraph (a) of this paragraph, the Port Authority shall pay the Permittee its Unamortized Capital Investment, as hereinafter defined, in the structural grid, and the electrical and operational equipment initially installed by the Permittee (the “Initial Installation Work”). In the event the Display Agreement is terminated with G-M, pursuant to the terms of the Display Agreement, the Port Authority shall pay G-M for the installation of an electronic signage system including all associated electrical and operational equipment installed under the Display Agreement (the “Garage Media Work”) to operate the advertising displays; provided, however, that tender of payment of such Unamortized Capital Investment shall not be a prerequisite for the exercise of the Port Authority's right of revocation pursuant to subparagraph (a) of this paragraph, but the Permittee shall be entitled to five per cent (5%) interest per annum on such Unamortized Capital Investment for the period from the effective date of revocation to the date of tender of payment (excluding any period prior to the rendering by the Permittee to the Port Authority of any required statement or other documentation of cost); provided, further, that the payment of the Unamortized Capital Investment and any accrued interest shall be paid no later than six (6) months after the effective date of revocation. As used herein “Unamortized Capital Investment” shall mean a pro rata share (assuming straight line depreciation from the date of installation to the Expiration Date) of the Permittee's cost of supplying and installing in the Display Areas the Initial Installation Work to operate the advertising displays installed pursuant to the terms of this Agreement. To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Permittee to operate the advertising displays installed pursuant to the terms of this Agreement, and to the extent that such sum does not exceed Three Million Dollars and No Cents (\$3,000,000.00) in the case of the Initial Installation Work and Eleven Million Dollars and No Cents (\$11,000,000.00) with respect to the Garage Media Work, shall constitute “cost” under the this Section 26.”

11. Add Section 44 to the Permit, entitled “Ownership of the Garage Media Work”, which states:

“Notwithstanding Section 14(b), during the Term of the Permit, the ownership of the Garage Media Work is vested with G-M. Upon expiration of the Permit, if and only if the Expiration Date is on and as of December 31, 2018, the ownership of the Garage Media Work shall vest with the Port Authority AS-IS,

WHERE-IS, and without further obligation of the Permittee under this or other provisions of the Permit (other than with respect to the payment of previously earned fees, which shall survive). Should the Port Authority terminate the Permit, prior to December 31, 2018, with or without cause, the ownership of the Garage Media Work shall nonetheless remain vested with G-M."

12. The undersigned Permittee, for the greater assurance of the Port Authority, and for and in consideration of the covenants, agreements, provisions and representations of the Port Authority set forth in this Agreement, hereby releases and forever discharges the Port Authority from any and all debts, claims, demands, damages, judgments, actions or causes of action of whatsoever nature and whether in law or in equity, whether presently known or unknown, arising from acts, omissions or events that have occurred from the beginning of the world to the date first set forth above, which arise out of, by reason of, under or in connection with the Permit and any work labor, services, and materials so performed and furnished by the Permittee or its contractors and sub-contractors. This Release shall be a complete and unconditional Release of all claims under, or in connection with, the Permit by the Permittee against the Authority. If any person whosoever, shall make a claim against the Port Authority, based on a claim against such person made by the Permittee on account of anything done, or furnished, or to be done, or furnished, in connection with the Permit, or on account of any act, or neglect of the Port Authority or others relating to or arising out of the Permit, then the Permittee shall indemnify the Authority against such claim by such person, and for all expense incurred by the Port Authority in the defense, settlement, or satisfaction of such claim, by such person, including expenses of neither this Release, nor its acceptance by the Port Authority, shall operate, or be deemed to operate to affect, impair, or diminish the duties, or obligations of the Permittee under, or upon the Permit, or to release said Permittee from any of said duties, or obligations or to vary, or affect the provisions of the Permit. Nothing contained in this Release, is intended for the benefit of third persons, or entities except, however, that this Release shall be deemed to include equally, the Commissioners, officers, agents, employees, successors, and assigns of the Authority. This Release may not be changed, or modified, except by, in writing, signed by the party to be charged therewith.

13. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Permit shall be and remain in full force and effect.

14. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability or held liable to it under any term or condition of this Agreement, or because of its execution or attempted execution or because of any breach or attempted breach thereof. No representations or warranties with respect to this Agreement shall be binding upon the Port Authority or the Permittee unless expressed in writing herein.

15. This Agreement and the Permit which it amends constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified discharged or extended except by an instrument in writing duly executed on behalf of both the Port Authority and the Permittee.

16. All obligations undertaken by the Permittee pursuant to the Permit and the alteration Permits, if any, issued in connection therewith, shall maintain in full force and effect.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused these presents to be executed as of the date herein above set forth.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: 
Name: Francis A. DiMola
Title: Director
Real Estate Services Department

CBS OUTDOOR GROUP INC.

By: _____
Name: _____
Title: _____

APPROVED	
TERMS	FORM
<i>BS</i>	<i>RR</i>

ACKNOWLEDGMENT AND AGREEMENT

October 26, 2010

Lessee: Garage Media NY LLC, a New York limited liability company
Lessor: Macquarie Equipment Finance, LLC, a Delaware limited liability company
CBS: CBS Outdoor Group Inc. a Delaware corporation (f/k/a Viacom Outdoor Group Inc. f/k/a Transportation Displays Incorporated)
Port Authority: The Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America

Recitals

The Port Authority and CBS are parties to an Agreement dated as of May 20, 1996, as amended by Supplement Nos. 1 and 2 thereto (the "Master Agreement"). CBS and Lessee are parties to a Display Agreement dated October 26, 2010 as agreed to and acknowledged by the Port Authority (the "Display Agreement"). Lessor and Lessee are parties to Lease No. 001 dated October 26, 2010 (the "Lease") which, among other things, provides for the lease of the display sign and associated equipment described therein (together with all attachments thereto and proceeds thereof, "Equipment") located at the Port Authority Bus Terminal, near Times Square, in New York, NY ("Equipment Location") and as security therefor the pledge of all of Lessee's assets, including, without limitation, the Display Agreement. In connection with the foregoing, and as a material inducement for Lessor to enter into and perform the Lease, including, without limitation, purchasing and paying for the Equipment, each of the undersigned acknowledge and agree as set forth in this Acknowledgment and Agreement ("Acknowledgment") (this Acknowledgment made by each of them for the benefit of each of the others).

Acknowledgment and Agreement

- I. The Port Authority and CBS each consents, confirms, acknowledges, and agrees as follows:
 - (a) CBS's provision to Lessee of the rights stated to be provided in the Display Agreement are as stated in the Display Agreement, and each of them consents to the pledge thereof by Lessee to Lessor.
 - (b) The scheduled term of the Master Agreement and Display Agreement is through 11:59 P.M. on December 31, 2018 (unless, subject to the restrictions provided for therein and herein, the term is earlier terminated on default or as provided in Section 26 of the Master Agreement).
 - (c) Upon a breach or default under the financing arrangements between Lessor and Lessee (including, without limitation, as a result of a cross-default to any other agreement with any other person), Lessor may assume the rights and obligations of Lessee under (and thereby agree to be bound by) the Display Agreement, whether pursuant to a private sale, foreclosure sale, or other exercise by Lessor of remedies at law or in equity.
 - (d) Lessor may assume the rights and obligations of Lessee under (and thereby agree to be bound by) the Display Agreement upon Lessee's breach or default thereunder. CBS shall not exercise any termination rights or other remedies against Lessee (available under the Display Agreement or at law or in equity) in the event of such a default or breach unless CBS shall have provided Lessor with at least 30 days' prior written notice of its intent to exercise, and, during such period or such longer cure period as may be provided in the Display Agreement, Lessor shall not have cured such default assumed the rights and obligations of Lessee under the Display Agreement as aforesaid (and CBS shall accept any such assumption). In the event Lessor shall not have so assumed such rights and obligations, CBS may thereafter exercise its termination rights or other remedies.
 - (e) Lessor or Lessee (as they may agree) may assume the rights and obligations of CBS under (and thereby agree to be bound by) the Master Agreement upon CBS's breach or default under the Master Agreement, all as more particularly provided in and subject to the terms of the Display Agreement. The Port Authority

shall not exercise any termination rights or other remedies against CBS (available under the Master Agreement or at law or in equity) in the event of such a breach or default unless the Port Authority shall have provided Lessee and Lessor with at least 30 days' prior written notice of its intent to exercise, and during such period or such longer cure period as may be provided in the Master Agreement, Lessee or Lessor shall not have cured such default and assumed the rights and obligations of CBS pursuant to the Master Agreement as aforesaid (and the Port Authority shall accept any such assumption). Nothing in this Acknowledgment shall restrict the right the Port Authority has under the Master Agreement and Display Agreement to terminate the Master Agreement and Display Agreement without cause and upon thirty days' written notice by complying with the terms thereof and in the case of any notice given, subsection (l) below.

- (f) The Master Agreement, and Display Agreement, which are being entered into contemporaneously herewith, are in full force and effect and constitute the entire agreement by it relating to the Equipment, Equipment Location, or the rights of Lessee that are provided for in the Display Agreement.
- (g) It will not permit the Master Agreement or Display Agreement to be amended without Lessor's prior written consent not to be unreasonably withheld, conditioned, or delayed unless, under the Master Agreement or Display Agreement as then in effect, or as either or both of them would be in effect if simultaneously with the amendment the Display Agreement or the Master Agreement or both of them were assumed by Lessee or Lessor as contemplated under subsections (c), (d), or (e) above, the amendment would:
 - a. impose any new monetary obligations on, or increase any of the existing monetary obligations of, Lessee or Lessor to CBS or the Port Authority, including, without limitation, in respect of the "Fees" or "Bonus Revenue" payable under the Display Agreement; or
 - b. impose any new or increase any of the existing conditions to (including, without limitation, by imposing any new or additional delay in) the payment of monetary obligations of CBS or the Port Authority to Lessee or Lessor, including, without limitation, in respect of payments of Unamortized Capital Investment.
- (h) All payments to be made under the Display Agreement or Master Agreement to Lessee, including, without limitation, in respect of payments of Unamortized Capital Investment, shall be made only to Lessor.
- (i) There is no default by it under the Master Agreement or Display Agreement or, to its knowledge, by any other party thereto.
- (j) It has all right, power and authority to execute, deliver and perform the Master Agreement, the Display Agreement and this Acknowledgment; it requires no consents of any third party or any other governmental authority in connection therewith; and such documents are enforceable against it in accordance with their terms.
- (k) So long as no breach or default shall have occurred under the Display Agreement or Master Agreement (and if such breach or default shall have occurred it shall have been cured as provided therein and herein) Lessee and Lessor shall not be disturbed in their quiet possession, use, and operation of the Equipment at the Equipment Location.
- (l) Whether or not any particular notice is required under the Display Agreement or Master Agreement, it will provide to Lessee and Lessor copies of all notices given by it pursuant or relating to the Master Agreement or Display Agreement at the same time and in the same format and mode of delivery as given to the person to whom the notice is addressed.
- (m) Lessor is the "Lender" referred to in the Display Agreement even though Lessor's financing arrangement with Lessee is structured as a personal property lease. Accordingly, and without limitation, the Equipment does not and shall not constitute the property of the Port Authority or CBS, except if and to the extent otherwise provided for in Section 44 of the Master Agreement. Otherwise, the Equipment shall remain

exclusively the Lessor's property (subject to the Lease). Further, the Port Authority and CBS subject and subordinate their respective rights and interests in respect of the Equipment pursuant to the Master Agreement to the right, title and interest of Lessor therein.

- (n) Upon any assumption by Lessor of the rights and obligations of Lessee or CBS under the Display Agreement or Master Agreement, as described above, references to Lessee in the Display Agreement or Master Agreement, as applicable, shall be to Lessor and not to Lessee or CBS, as the case may be and, for the avoidance of doubt, no default under either of such agreement to which Lessor may have assumed the rights and obligations as relating to the insolvency, bankruptcy, termination, dissolution, or other similar events occurring with respect to Lessee or CBS shall occur unless a similar occurrence shall occur by or against Lessor.

2. This Acknowledgment binds and benefit Lessor's successors and assigns. Lessor's assigns shall include, without limitation, Lessee to the extent it is Lessor's assign, and any purchaser of the whole or part of Lessor's interest in the Lease or Equipment, by purchase, upon foreclosure of a pledge, or otherwise in connection with Lessor's exercise of remedies against or relating to Lessee or the Equipment (any of the foregoing, an "Assignee"). However, while CBS, Lessor, and Lessee, and Garage Media, LLC, a Connecticut limited liability company, are each hereby personally approved and consented to by the Port Authority as being permitted parties to the Display Agreement and/or Master Agreement, any other Assignee shall be submitted to the Port Authority for its written consent under the Master Agreement and to CBS for its written consent under the Display Agreement, in either case not to be unreasonably withheld, conditioned, or delayed, as a condition to the Assignee's exercise of any rights thereunder. Thus, for the avoidance of doubt, no further consent of CBS or the Port Authority shall be required for the ownership, operation, use, or possession of the Equipment by Lessee, Garage Media, LLC, or Lessor or, after the approvals referred to in the preceding sentence, any Assignee.

3. If there is any inconsistency among the provisions of this Acknowledgment, the Display Agreement, and the Master Agreement, the terms of this Acknowledgment shall control. Further, and for the avoidance of doubt, notwithstanding anything to the contrary in the Display Agreement or the Master Agreement neither CBS nor the Port Authority can cancel, terminate, revoke, declare a default or exercise remedies (contractual or at law or in equity) with respect to, amend, modify, or otherwise affect the rights of Lessee and Lessor thereunder or hereunder except in compliance therewith and herewith (and any other restrictions and obligations which it may have or hereinafter agree to in writing), including, without limitation, the notice, assumption, and cure provisions of this Acknowledgment.

[SIGNATURE PAGES TO FOLLOW]

Garage Media NY LLC

By: Garage Media, LLC
Manager

By: _____
Garret Neff

Date: _____

CBS Outdoor Group Inc.

By: _____

Name/Title: _____

Date: _____

Macquarie Equipment Finance, LLC

By: _____

Name/Title: _____

Date: _____

The Port Authority of New York and New Jersey

By: 
Francis A. DiMola

Name/Title: **Director**
Real Estate Services Department

Date: _____

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
<i>RB</i>	<i>RR</i>

RB/RR

DISPLAY AGREEMENT

THIS DISPLAY AGREEMENT (the "Agreement") is dated as of October 26, 2010 by and among CBS OUTDOOR GROUP INC., a Delaware corporation, whose address is 405 Lexington Avenue, New York, NY 10174 (hereinafter referred to as "CBS" or "Permittee"), GARAGE MEDIA NY LLC, a New York limited liability company (hereinafter referred to as "G-M"), as agreed to and acknowledged by THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, whose address is 225 Park Avenue South, New York, NY 10008 (hereinafter referred to as "PA"). The PA, CBS and G-M may hereinafter be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, CBS and PA have entered into that certain Permit Agreement, dated May 20, 1996, as amended by that certain Supplemental Agreement No. 1 dated as of May 4, 2004 and that certain Supplemental Agreement No. 2 dated as of October 26, 2010 (collectively, the "Master Agreement"), whereby CBS has the permission to install, place, maintain and operate outdoor advertising signs and spectacular displays along the exposed steel facade of the exterior of the Port Authority Bus Terminal located at 625 8th Avenue, New York, NY (the "Facility"); and

WHEREAS, pursuant to Section 7 of the Master Agreement, CBS has the right to license its rights under the Master Agreement (the "CBS Rights") to a third party with the prior approval of PA; and

WHEREAS, G-M and CBS desire to enter into an agreement whereby G-M would license the CBS Rights and install a Mediamesh® digital display (the "Sign") and other ancillary equipment associated therewith (collectively, the "Equipment") at the Facility in order to advertise digital signage ("G-M Work");

NOW, THEREFORE, in consideration of mutual covenants and conditions as herein contained and other good and valuable consideration, the Parties agree as follows:

1. Conflict. The terms and conditions of the Master Agreement are hereby incorporated into this Agreement. If there is any conflict between this Agreement and the Master Agreement, the terms of this Display Agreement shall control. Notwithstanding anything to the contrary herein, all of the terms and conditions of the Master Agreement, shall apply to this Agreement with G-M being replaced for CBS therein as the Permittee, except for Sections 2, 4, 6, 15, 20, 30, 38 and 39, which shall not apply except to the extent specially set forth herein to the contrary. Nothing contained herein shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on CBS under the Master Agreement; except as specifically set forth herein or in the Supplemental Agreement No. 2 of the Master Agreement.

2. Right. For and during the Term (as defined herein) of this Agreement, with the approval of PA as demonstrated by PA's execution of this Agreement, CBS hereby grants to G-M the right to install and operate the Sign and the Equipment at the Facility to display digital

advertising. The Parties specifically understand, acknowledge, and agree, if and to the extent that any right or privilege granted to G-M hereunder is greater than that granted by PA to CBS under the Master Agreement, the greater right and privilege is granted to G-M under this agreement directly by PA, and not by or through CBS.

3. Term. The Term of this Agreement shall commence on the date hereof (the "Commencement Date") and shall expire on the earlier of: (a) the date of expiration or earlier termination of the Master Agreement, (b) December 31, 2018, or (c) upon termination of this Agreement (as the case may be, the "Expiration Date").

4. License Fee.

(a) G-M shall pay to CBS the guaranteed revenue fee ("Fee") as set forth on Exhibit A attached hereto per license year to be paid monthly, without setoff or notice, on the first of every calendar month during the Term hereof. Fee payments shall commence the earlier of: (a) four (4) full calendar months after the drawings, plans and other specifications for the Sign and the Equipment are approved by PA and CBS; (b) the date following the completion of G-M's Work as the PA may designate to CBS as the date on which public operation may be commenced for G-M's Work; or (c) December 31, 2010; provided that in the event the Sign is not operational by December 31, 2010, the payment of the Fee shall be deferred until such time as the Sign is operational, provided however, such deferral shall not exceed sixty (60) days.

(b) In addition to the Fee, bonus revenue shall be calculated by G-M and CBS in accordance with Section 10 and the parameters set forth on Exhibit B (the "Bonus Revenue") and payable as follows: (i) sixty (60) days following the quarter in which any of the annual thresholds set forth on Exhibit B are achieved and exceeded by G-M as evidenced by the quarterly statements required pursuant to Section 10 hereof; and (ii) sixty (60) days following the fourth quarter for any additional Bonus Revenue earned in any year where the threshold had previously been achieved and exceeded in an earlier quarter of that respective year.

5. Security. (a) Prior to the earlier of (i) ten (10) days after the date hereof or (ii) the date G-M commences installation of the Sign and/or Equipment, G-M shall deliver to CBS as security of the performance by G-M of all its obligations hereunder an irrevocable letter of credit drawn by a bank reasonably acceptable to CBS in a form reasonably acceptable to CBS in the amount equal to Six Hundred Thousand and 00/100 Dollars (\$600,000.00).

(b) PA and CBS hereby subordinate their interest in the Sign and the Equipment to a lender, lessor, or other financier of G-M ("Lender"). The financing agreement between G-M and Lender has been submitted to PA and CBS for their approval (and such approval is hereby given) ("Lender Financing Agreement"). In the event of a G-M default pursuant to the terms and conditions of a loan, lease, or other financing arrangement G-M receives from its Lender whereas Lender forecloses on its security interest (or otherwise divests G-M from any or all of its right, title, or interest) in the Sign and the Equipment, Lender shall have the option to (i) remove the Sign and the Equipment and restore the Facility to its condition prior to any installation in accordance with the terms of the Master Agreement or (ii) continue to operate the Sign and the

Equipment and assume all obligations of G-M as outlined herein, including but not limited to, the payment to CBS of all Fees and Bonus Revenue.

(c) In the event that CBS terminates or breaches this Agreement or the Master Agreement, CBS shall promptly transfer the Security to PA.

6. Removal of Existing Advertising Display at the Facility. Prior to the installation of the Equipment, G-M shall be, at its sole cost and expense, responsible for the removal and disposal of the existing advertising display at the Facility façade and any damage caused by the removal thereof.

7. Installation, Maintenance and Removal of the Equipment. The Facility shall be accepted in "as is" condition without any obligation of the PA or CBS to prepare or construct the Facility for the permitted use. G-M shall furnish to PA, copying CBS, copies of drawings, plans and other specifications necessary to detail the location and size of the Sign and all Equipment to be installed at the Facility. Such submissions or any approvals or rejections shall be subject to the prior written approval of the PA, to the extent required by the Master Agreement. G-M's submission or any approvals or rejections shall impose no liability or responsibility on the PA or CBS. Submissions shall be made to PA, copying CBS within thirty (30) days from the execution of this Agreement. Any resubmissions required by PA shall be made to PA, copying CBS, within fifteen (15) days from notification to G-M of the changes required by PA. G-M is responsible, at their cost, for the partial removal of the existing grid. CBS and PA shall provide to G-M with copies of all readily available plans, drawings and specifications with respect to the existing grid in order to enable G-M to complete such removal efficiently and expeditiously.

In addition to the installation of the Sign and Equipment, PA hereby approves the installation of the architectural lighting scheme, subject to PA's Tenant Alteration Application process, at G-M's cost, as set forth on Exhibit E hereto. It is understood that such lighting will provide visual support for the Sign and illuminate approximately 25,000 square feet of steel structure on the "X" bracing trusses. It is hereby agreed that the mounting of the light fixtures and the painting of the steel trusses by PA will be coordinated between PA and A2a MEDIA, Inc., subject to G-M's prior approval of the costs incurred.

As of the date hereof, G-M will be responsible for purchasing, delivering, installing, assembling, and maintaining the Sign and the Equipment, at no cost to the PA or CBS; provided, that the installation of the Sign and Equipment shall be subject to the reasonable requirements and approval of the PA. G-M will install the Sign and the Equipment, including all its necessary components to provide digital advertising at the Facility within the earlier of (i) one hundred and fifty (150) days after the date hereof; or (ii) March 31, 2011, subject to any Force Majeure Event (as hereinafter defined). In addition, G-M will procure, at its sole cost and expense, all licenses, certificates, permits and other authorizations necessary for the conduct of its operations hereunder from all governmental authorities having jurisdiction over such operations. It being expressly understood by all parties that G-M shall not procure any licenses, certificates, permits and other authorizations from the New York City Department of Buildings, including but not limited to any permits to construct, install and maintain the Sign and Equipment. PA and CBS

each agrees to cooperate, at no expense or cost to PA or CBS, with G-M in its procurement of such licenses and certificates.

PA acknowledges and agrees that the nature of the Sign and the Equipment render it not feasible of being relocated without significant expense and interruption of service, and accordingly, absent an emergency, PA agrees that it shall not request the relocation of the Sign and Equipment. In the event G-M agrees to a relocation requested by PA pursuant to the provisions of Section 3(b) of the Master Agreement, (a) no Fee or Bonus Revenue shall be due and payable to CBS appropriately allocable for period the Sign is not illuminated as a result of relocation; (b) PA shall be solely responsible for reimbursing (or paying) the costs of deinstalling the Sign and/or Equipment, of reinstalling the Sign and/or Equipment, regardless of whether the relocation is performed by CBS, PA, or G-M; and (c) all deinstallation and reinstallation shall be performed by the Sign's manufacturer/GKD-USA, Inc. However, if G-M earns revenue from an advertiser during a relocation, the appropriately prorated Fee and the applicable Bonus Revenue shall be due and payable to CBS.

G-M shall otherwise comply with all applicable Facility regulations or requirements in performing any of its responsibilities under this Agreement, including but not limited to any requirements with regard to employees and agents as well as the Equipment to be installed hereunder.

G-M shall, at G-M's sole cost and expense, maintain the portions of the Facility used by the Sign and Equipment in good, clean and safe condition and make all necessary nonstructural repairs thereto within forty-eight (48) hours of receiving notice from the PA and/or CBS; provided, however, no prior notice shall be required in the event of an emergency.

In the event of early termination of this Agreement before the Expiration Date for any reason whatsoever, G-M shall remove the Sign and the Equipment from the Facility and shall restore the Facility to accept a new advertising display of like character and form as the existing advertising display within forty-five (45) days of the date of termination of this Agreement; provided that upon any revocation or termination by PA without cause, PA shall not enter into any agreement with any party, including but not limited to CBS, to provide same or similar display technology as G-M through term of this Agreement.

8. Electricity at the Facility. Subject to Section 21 of the Master Agreement, PA shall furnish and supply to G-M and G-M shall take and pay for, in reasonable quantities, the supply of electricity to be made available by the PA to G-M at such points at the Facility as PA shall designate for connection to its various electrical distribution systems; provided, however, that given the nature of the Sign and the Equipment, PA shall cooperate with G-M in assuring adequate connection points and power supply; provided, however, that there shall be no right to suspend providing any services pursuant to Section 21(f) of the Master Agreement unless notice has been provided to G-M and, in the case of a default in respect of the failure to pay an amount due under by G-M, G-M shall not have cured the default within 10 business days of receipt of such notice or, in the case of any other default, G-M shall not have immediately upon receipt of such notice commenced taking all reasonable steps to cure the default, and continue therewith until a cure is effected. The PA shall have no responsibility for the distribution of electrical

current at the Facility or for the maintenance therein of any electrical usage. The quantity of electricity used by G-M shall be metered by the PA and paid for by G-M. G-M shall be invoiced for its electricity use and shall submit payment within fifteen (15) days of receipt of invoice. Notwithstanding that the PA has agreed to supply electricity to G-M, the PA shall be under no obligation to provide or continue such service if the PA is prevented by law, agreement or otherwise from metering as hereinabove set forth or elects not to so meter the same, then in any such event G-M shall make all arrangements and conversions necessary to obtain electricity directly from the public utility; provided, that PA and CBS shall reasonably cooperate, at no expense or cost to CBS or PA, with G-M in any actions taken in order to facilitate obtaining electricity from a public utility. Upon reasonable prior notice to G-M, PA shall have the right to temporarily discontinue the supply of electricity when necessary or desirable in the opinion of the PA in order to make repairs, alterations, changes or improvements in the Facility; provided, however, that if such disruption in electricity shall endure for a twenty-four (24) hour period, the Fees payable hereunder appropriately allocable to the period of disruption shall be proportionately reduced, and, further, except in emergencies, all such activities shall be scheduled in full consultation with G-M and so as not to unduly interrupt Sign activities.

9. Advertising Restrictions.

(a) All advertising copy or material to be displayed at the Facility shall be subject to the written approval of the PA. G-M shall immediately remove any advertising copy or material if notified by the PA for which approval has not been given. G-M agrees to display public service announcements during any time in which G-M has no agreements with advertisers (a "Sublicense Agreement") contracted to display copy on the Sign. G-M agrees to only enter into arms' length transactions, and no barter or bonus space will be allotted at the Facility. In addition to the foregoing, G-M agrees to preempt the display of copy in order to utilize the Sign for public service messages in connection with (a) an Amber Alert, or (b) the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security); provided, however, that if such preemption shall endure for more than a twenty-four (24) hour period, the Fees payable hereunder Fees payable hereunder appropriately allocable to the applicable period shall be proportionately reduced.

(b) In the event CBS intends to install any advertising signs along the exposed steel façade of the Facility, it shall give G-M thirty (30) days advance notice of its intention to do so. Such installation shall be subject to G-M's written approval, not to be unreasonably withheld, delayed or conditioned, it being the intention of the parties that any CBS signs shall in no way unreasonably or materially interfere with the use of G-M's sign or equipment or adversely effect its value

10. Quarterly Statements. Within twenty (20) days of the end of each whole quarter of the Term, G-M shall submit to CBS a written statement reflecting the total revenue earned by G-M for its operation of the Sign for such period evidenced solely by invoices issued by G-M, less commissions actually paid, not to exceed sixteen and sixty-six hundredths percent (16.66%), at the Facility (the "Gross Revenue") from the immediately preceding quarterly period.

11. Annual Certified Statement of Revenue. G-M shall submit to CBS on or before the date which is forty-five (45) days after the end of each license year, a complete statement showing clearly, accurately and in reasonable detail the Gross Revenue during the immediately preceding license year and the total Bonus Revenue that is payable to CBS for that license year. Such statement shall be certified by an independent certified public accountant or an authorized officer of G-M.

12. Record Keeping. G-M agrees to keep, retain and preserve at its notice address as set forth in Paragraph 25 of this Agreement or at such other principal place of business as designated by G-M to CBS in writing, for at least three (3) years after the expiration of the respective license year of the Term, all sales records, checks and other pertinent records of each transaction or accurate and legible copies of same, complete accurate books and records (including but not limited to copies of all Sublicense Agreements) in accordance with generally accepted accounting practices of all sales and service as well as all other data or facts necessary to determine or verify Gross Revenue and the Bonus Revenue hereunder.

13. Audit. CBS may, at its own expense, conduct an audit of the books and records of G-M pertaining to the operations of the Sign at the Facility and any other documents relevant to any statement G-M is required to submit to CBS, including but not limited to Sublicense Agreements (the "CBS Audit"). If the CBS Audit demonstrates that G-M has underpaid CBS the Bonus Revenue (a "Deficiency"), CBS shall promptly notify G-M in writing the details of such Deficiency (the "Notice of Deficiency"). If G-M does not dispute the Deficiency within thirty (30) days, G-M shall pay to CBS (i) an amount equal to the Deficiency and (ii) all audit expenses incurred by CBS in the event that the Deficiency in the amount of Gross Revenue is more than five percent (5%) of the amount of Bonus Revenue reported by G-M. In the event G-M disputes the CBS Audit, an independent auditor (the "Auditor") shall be appointed by the mutual agreement of each of the CBS and G-M within thirty (30) days following the expiration of the thirty (30) day period referred to above. For the purpose of performing the audit, the Auditor shall be given access to, and may review, subject to appropriate confidentiality arrangements, all books, records and information reasonably available to G-M, and applicable to such determination. The Auditor shall prepare and submit its written determination as to the existence of a Deficiency (the "Audit Report"). If the CBS and G-M are unable within that thirty (30) day period to agree on an Auditor, then each of G-M and CBS shall appoint an Auditor within an additional fifteen (15) day period. If either party does not appoint an Auditor in such period, the other party's appointed Auditor shall solely be responsible for the determination of the existence of a Deficiency. Each Auditor shall submit a written report. Each of the Auditors' reports shall be submitted to a third independent auditor appointed by the American Arbitration Association who shall be permitted to determine the existence and the amount of a Deficiency based on the Audit Reports. The determination of the existence of a Deficiency pursuant to the foregoing procedures shall be conclusive and binding on the parties. The parties shall pay the fees and expenses of any Auditor designated or appointed by the parties that submitted an Audit Report in accordance with this Section 13; provided, that if it is determined that a Deficiency reported by G-M to CBS is more than five percent (5%) of the amount of Bonus Revenue reported by G-M, all audit expenses incurred by CBS shall be paid within 30 days to CBS by G-M.

14. Indemnification. G-M shall indemnify, hold harmless and defend the PA and CBS and their respective parents, subsidiaries and affiliates, commissioners, principals, partners,

members, agents, trustees, shareholders, officers, directors and employees and their respective successors and assigns (collective "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense, including but not limited to attorneys and other professional fees, in connection with personal injury or damage to property and all other claims arising from or alleged to arise from or out of the use by or occupancy of G-M of the Facility or wholly or in part by (i) an act or omission of G-M, or any of its subsidiaries, or its respective officers, agents, representatives, contractors or employees or persons doing business with or on behalf of G-M, (ii) installation or removal of and/or the existence of the Sign or any Equipment at the Facility, or (iii) a breach of G-M's obligations under this Agreement or the Master Agreement. If so directed, G-M shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the PA, raise any defense involving in any way the jurisdiction of the tribunal over the person of the PA, the immunity of the PA, its Commissioners, officers, agents or employees, the governmental nature of the PA, or the provisions of any statutes respecting suits against the PA.

(b) CBS shall indemnify, hold harmless and defend G-M and its parents, subsidiaries and affiliates, commissioners, principals, partners, members, agents, trustees, shareholders, officers, directors and employees and their respective successors and assigns, including, without limitation, Lender and its successors and assigns (collective "G-M Indemnified Parties") from and against any and all claims, actions, damages, liability and expense, including but not limited to attorneys and other professional fees, in connection with any default or breach by CBS of its existing obligations under the Master Agreement (except as the same are obligations of G-M under this Agreement), arising from or alleged or in part by (i) an act or omission of CBS, or any of its subsidiaries, or its respective officers, agents, representatives, contractors or employees or persons doing business with or on behalf of CBS, or (ii) a breach of CBS's obligations under this Agreement or the Master Agreement.

15. Disclosure. Except to the extent as may be necessary to disclose to a governmental agency or as required by law and except for confidential disclosures to Lender and its financing sources, the Parties each agree not to disclose the terms of this Agreement to any third parties without the consent of the remaining Parties. Each Party shall keep confidential all information obtained by that respective Party pursuant to this Agreement.

16. Insurance and Indemnification. G-M shall procure and maintain comprehensive public liability insurance, including automotive, bodily-injury (including death), property-damage liability and premises-operation, or if the work is to be done by an independent contractor, G-M shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth below:

(a) Bodily Injury Liability:

- | | |
|---|----------------|
| i. For injury or wrongful death to one person: | \$2,000,000.00 |
| ii. For injury or wrongful death to more than one person from any one accident: | \$2,000,000.00 |

(b) Property damage liability (for all damages arising out of injury or destruction of property in any one accident: \$2,000,000.00

Each such policy shall include a contractual liability endorsement covering the indemnity obligations assumed by G-M pursuant to the provisions of this Agreement. The PA and CBS and Lender shall be named as additional insured of any policy as their respective interests shall appear, and each such policy shall contain an endorsement providing that the protection afforded G-M with respect to any claim or action against G-M by a third party shall pertain and apply with like effect with respect to any claim or action against G-M by the PA or CBS or Lender and against the PA or CBS or Lender by G-M, but such endorsement shall not limit, vary, change or affect the protection afforded the PA and CBS and Lender as additional insured, and an endorsement providing that the insurer shall not, without obtaining express advance permission from the General Counsel of the PA, raise any defense involving in any way the jurisdiction of the tribunal over the person of the PA, the immunity of the PA, its Commissioners, officers, agents or employees, the governmental nature of the PA or the provisions of any statutes respecting suits over the PA.

A certificate evidencing the existence of the policies of insurance, in a form reasonably acceptable to the PA and CBS, shall be delivered to CBS at least fifteen (15) days prior to G-M's commencement of any work at the Facility.

17. Liens. G-M shall not create, permit to be created or permit to remain and will discharge, remove or cause to be removed and discharged promptly, at its sole cost and expense, any lien, encumbrance, or charge at the Facility which arises out of or is in any way connected with the use of the Facility by G-M, its contractors, subcontractors, agents, sublicenses, licensees and invitees, except in accordance with Section 19 of the Master Agreement for any security interest or other right, title and interest granted by G-M to Lender. G-M shall indemnify and hold the PA and CBS harmless from any and all liability, judgments, decrees and costs (including but not limited to attorneys fees and costs) in connection therewith. Each of PA and CBS agrees that there shall be no lien, claim, or encumbrance on the Sign or Equipment arising by, through, or under it, and it will discharge, remove or cause to be removed and discharged promptly, at its sole cost and expense, any lien, encumbrance, or charge on the Sign or the Equipment; provided, in the event of uncured default by G-M with respect to which a judgment is entered by a court of competent jurisdiction in favor of CBS and/or PA, nothing in the foregoing shall condition, limit, or affect any judgment lien the Party obtaining the judgment shall be entitled to on the Sign or Equipment, that is subordinate to the Lender's right, title, and interest in the Sign or Equipment; provided further that CBS and/or PA shall not enforce any such lien without providing Lender thirty (30) days written notice of its intention to do so; provided further, that in the event of any uncured default by Lender with respect to which a judgment is entered by a court of competent jurisdiction in favor of CBS and/or PA, nothing in the foregoing shall condition, limit, or affect any judgment lien the Party obtaining the judgment shall be entitled to on the Sign or Equipment.

18. Force Majeure.

(a) CBS shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond the control of CBS. Further, CBS shall not be liable unless the failure, delay or interruption shall result from failure on the part of CBS to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

(b) G-M shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond the control of G-M (a "Force Majeure Event"). Further, G-M shall not be liable unless the failure, delay or interruption shall result from failure on the part of G-M to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption. During a Force Majeure Event, no Fee or Bonus Revenue shall be due and payable to CBS appropriately allocable for the period the Sign is not illuminated, is inoperable and/or the view from the Sign is materially obstructed; provided, however, if G-M earns revenue from an advertiser during a Force Majeure Event, the appropriately prorated Fee and the applicable Bonus Revenue shall be due and payable to CBS.

(c) As used herein, "causes or conditions beyond the control" shall mean and include acts of God, the elements, weather conditions, tides, earthquakes, settlements, fire, acts of Governmental authority, war, shortage of labor or materials, acts of third parties for which the respective party is not responsible, terrorist attacks, disruption in electrical services, injunctions, labor troubles or disputes of every kind and, in general, any other conditions or circumstances whether similar to or different from the foregoing which are beyond the control of the respective party or which could not be reasonably foreseen and prevented, or remedied, by reasonable effort and at reasonable expense.

19. Defaults and Remedies. G-M shall be considered to be in default of this Agreement upon the occurrence of any of the following events ("Events of Default"): (a) in the event that no advertising copy or public service announcements are displayed on the Sign or the Sign is not illuminated for thirty (30) consecutive days, except in the event of a Force Majeure Event; (b) G-M's failure to pay when due all or any portion of the Fee, which failure to pay is not cured within five (5) business days of receipt of notice of the payment being delinquent ("Monetary Failure"); (c) G-M's failure, other than a Monetary Failure, to comply with any term, provision or covenant of this Agreement, if such failure is not cured within ten (10) business days after written notice to G-M or sooner if required by PA or, if failure of a nature that cannot be cured within such period, G-M fails to diligently pursue a cure and actually cure the default within sixty (60) days of such notice; or (d) in the event that a petition shall be filed by or against G-M to declare G-M bankrupt or to delay, reduce or modify G-M's debts or obligations or if G-M is declared bankrupt or deemed bankrupt or insolvent, or if any assignment of G-M's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for G-M, and any such filing, proceeding, assignment or other action that is involuntary continues unstayed or undismissed for 60 days after the commencement thereof (collectively, "Events of Default").

Upon any Event of Default, CBS shall have the right, in its sole and reasonable discretion, to take either or both of the following actions: (i) to terminate this Agreement and require G-M to remove the Sign and the Equipment from the Facility and restore the Facility,

including the restoration of the existing advertising display, to its original condition within sixty (60) days of the date of the termination of this Agreement; and (ii) to make one or more draws upon the letter of credit serving as Security in an amount or amounts in the aggregate equal to the amount of any past due Fee or Bonus Revenue and any and all other losses or damages (including, without limitation attorneys fees) suffered by CBS as a result of such Event of Default. G-M shall pay CBS on demand the amount of any past due Fee or Bonus Revenue and any and all other losses or damages (including, without limitation attorneys fees) suffered by CBS as a result of the Event of Default. In the event CBS elects to terminate this Agreement, at CBS' sole option, any Sublicense Agreements shall terminate effective as of the date CBS elects to terminate this Agreement. Notwithstanding the foregoing upon an Event of Default hereunder and termination, at the sole election of CBS, G-M's interest under the Sublicense Agreements shall be deemed to have automatically been assigned to CBS and CBS shall have the right to receive 100% of any revenue or fees payable to the sublicensee under any Sublicense Agreement. The aforesaid remedies shall be in addition to any other remedies available to CBS under the law of the State of New York and CBS' right to require removal of the Sign pursuant to this Agreement.

Subject to G-M's rights and obligations under the last paragraph of Section 7, G-M hereby expressly waives any and all defenses to any action by CBS or PA to recover possession of the Facility for any Event of Default continuing G-M hereunder.

20. Termination Fee. In the event PA elects to terminate the Master Agreement the "Unamortized Capital Cost" which PA shall pay to G-M (and which payment obligation will be absolute and unconditional upon the date of such termination) will be the sum of the unamortized portion of the G-M's cost basis ("Cost Basis") for the Sign and Equipment plus the unamortized portion of a termination fee equal to \$9,795,000 where such amounts are calculated on a straight-line amortization basis for eight (8) years beginning on the Final Acceptance Date, all as further described and stipulated to on Exhibit C attached hereto; provided, however, that if the termination is effective before the Final Acceptance Date, the termination fee shall be the sum of such amounts without amortization; and provided further, however, that such termination fee, collectively, shall not exceed \$11,000,000. The Final Acceptance Date is the acceptance date of the Equipment as provided in the Equipment Agreement, by and between G-M, A2A Media, Inc., Lender and GKD USA, Inc. (the "Equipment Purchase Agreement").

21. Assignment. G-M shall not assign, sell, convey, transfer, mortgage or pledge in whole or in part this Agreement or the privileges hereunder, except for (i) the security interest and other right, title, or interest held by Lender; and (ii) upon the acquisition of G-M by a sale or other disposition of all or substantially all of the assets of the G-M or any merger, consolidation or other form of reorganization; in either case to be submitted to the PA and CBS for their prior written consent, not to be unreasonably withheld, conditioned or delayed. G-M shall not use or authorize any person to use the Facility for any other purpose except as set forth herein.

22. Representations and Warranties; Covenants.

(a) G-M hereby represents and warrants that it holds the license or sub-license to all applicable patents and trade secrets and other intellectual properties necessary for the ordinary operation of the Sign and Equipment. G-M shall indemnify and hold the PA and CBS harmless from any and all liabilities, costs and expenses (including but not limited to reasonable attorney's fees) arising from or relating to the failure of the above representations and warranties, as well as from any claim that the Sign and the Equipment provided by G-M hereunder infringes on any patent, copyright, trade secret or other intellectual property rights.

(b) G-M covenants and agrees to operate the Sign and Equipment throughout the term the Agreement in accordance with the Equipment Purchase Agreement, previously provided to PA and CBS, and as the same may be amended with the approval of PA and CBS (not to be unreasonably withheld, delayed, or conditioned).

(c) G-M shall cause Garage Media, LLC, a Connecticut limited liability company, to execute and deliver a Guaranty for the benefit of CBS and PA, as applicable, in the form attached hereto as Exhibit D.

(d) Upon the expiration and termination of this Agreement, if and only if the Expiration Date is on and as of December 31, 2018, G-M hereby covenants and agrees to: (i) exercise the option to purchase the Sign and Equipment pursuant to the agreement by and between G-M and the Lender and thereafter to transfer ownership of the Sign and Equipment to PA; (ii) assign such right to option to purchase the Sign and Equipment to PA; or (iii) in the event that G-M has previously purchased the Sign and Equipment from Lender, the ownership of the Sign and Equipment shall vest with PA AS-IS, WHERE-IS, in accordance with the terms set forth in Section 44 of the Master Agreement.

23. Independent Contractors. The Parties intend that PA, CBS and G-M shall at all times be independent contractors. No representations made by each Party shall create an agency, employment, partnership or joint venture. No Party shall be responsible for the acts or omission of the other.

24. No Joint Venture or Partnership. Nothing in this Agreement shall be construed as establishing a joint venture or partnership between PA, CBS and G-M. No Party shall have the right to enter into any agreement that binds or obligates the other Party in any way without the written consent of the other Party or as otherwise provided in this Agreement.

25. Late Charges. (a) If G-M should fail to pay any amount under this Agreement when due to CBS, including without limitation any payment of any basic or percentage rent or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, CBS may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to CBS as the

result of CBS' audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefore by CBS. No acceptance by CBS of payment of any unpaid amount or of any unpaid late charge or late charges payable under the provisions of this Section shall be deemed a waiver of the right of CBS to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of CBS under this Agreement or (ii) any obligations of the G-M under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum. Notwithstanding this Late Charge provision, PA's late charge provision in its Master Agreement with CBS will control the relationship between CBS and PA.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that CBS shall default or cause any breach under the Master Agreement, beyond any applicable cure, notice or grace periods, PA hereby acknowledges that G-M shall succeed to all rights and obligations held by CBS, in which case: (i) PA shall be bound by (and G-M's rights and obligations shall continue to be) determined by all of the terms of this Agreement; (ii) G-M shall pay in full to PA that which it otherwise would have paid to CBS and in general otherwise perform this Agreement for PA in in the same manner and to the same extent it would have performed it for CBS; and (iii) in general, in the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control. Thus, by way of clarification and not of limitation: any defaults and termination for default shall be determined as provided under Section 19 of this Agreement and not under Section 38 of the Master Agreement; and fees to be paid by G-M to PA under this Agreement shall be the Fees and Bonus Revenue provided for in this Agreement, and not as provided in Sections 4 and 6 of the Master Agreement).

26. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be either: (i) delivered by hand, in which event the notice shall be deemed effective when delivered; (ii) delivered by prepaid registered or certified mail, return receipt requested in which event the notice shall be deemed effective when received; or (iii) delivered by recognized overnight courier services and shall be deemed to have been received as of the regularly scheduled time for delivery established by such courier service. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses:

G-M: Garage Media LLC NY
One Union Place
Hartford, CT 06103
Attn: Gary Neff
Facsimile: (203) 413-2933

With a copy
to: Mark D. Geraghty

Steve N. Spanolios
Davidoff Malito & Hatcher LLP
650 Third Avenue, 34th Floor
New York, NY 11105
Facsimile: (212) 286-1884

CBS: CBS Outdoor Group Inc.
405 Lexington Avenue
New York, NY 10174
Attn: Richard Ament

With a copy
to: CBS Outdoor Group Inc.
405 Lexington Avenue
New York, NY 10174
Attn: General Counsel

PA: Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Roy Bickley

The parties may designate that a notice be given to such other address as they may from time to time specify by written notice as herein provided to the other party.

27. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

28. Non-waiver. Failure by either party at any time to enforce any of the terms hereof or a breach by the other party shall not constitute a waiver of any of the provisions hereof or of subsequent breaches.

29. Governing Law, Jurisdiction, Waiver, Attorneys' Fees Counterparts, Facsimile Signatures. This Agreement is the entire agreement between the Parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the Parties. The Parties hereby mutually waive their respective right to a jury trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any legal proceedings arising pursuant to this Agreement shall be instituted in, and the Parties each hereby submit themselves to the jurisdiction of the State of New York, New York County. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. For purposes of this Agreement, facsimile signatures shall be deemed originals.

[Signature Page to Follow]

IN WITNESS OF WHEREOF, the Parties have signed this Agreement as of the date hereof.

GARAGE MEDIA NY LLC

By: GARAGE MEDIA, LLC
Manager

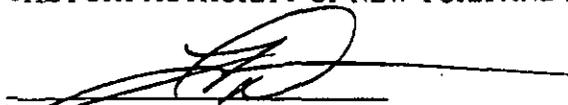
Name: Gary Neff
Title: Member

CBS OUTDOOR GROUP INC.

Name:
Title:

AGREED TO AND ACKNOWLEDGED BY:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY



Name: Francis A. DIMola
Title: Director
Real Estate Services Department

Approval as to Terms:	Approval as to Form:
<i>BB</i>	<i>RR</i>

RB/RR

EXHIBIT A
Guaranteed Revenue Fee

Year 1	\$600,000
Year 2	\$650,000
Year 3	\$700,000
Year 4	\$750,000
Year 5	\$800,000
Year 6	\$850,000
Year 7	\$900,000
Year 8	\$950,000

EXHIBIT B
Bonus Revenue Share

A. In any license year where Gross Revenue is at least \$3,000,000 but less than \$4,500,000, G-M shall pay CBS, twenty percent (20%) of the difference between the total Gross Revenue amount and \$3,000,000.

By way of an example, if G-M's Gross Revenue for any license year is \$4,000,000, G-M shall pay CBS Bonus Revenue equal to \$200,000.

$$(\$4,000,000 - \$3,000,000) * .2 = \$200,000$$

B. In any license year where Gross Revenue is at least \$4,500,000 but less than \$6,000,000, G-M shall pay CBS, twenty percent (20%) of the difference between the \$4,500,000 and \$3,000,000, plus twenty-five percent (25%) of the difference between the total Gross Revenue amount and \$4,500,000.

By way of an example, if G-M's Gross Revenue for any license year is \$5,500,000, G-M shall pay CBS Bonus Revenue equal to \$550,000.

$$((\$4,500,000 - \$3,000,000) * .2) + ((\$5,500,000 - \$4,500,000) * .25) = \$550,000$$

C. In any license year where Gross Revenue is at least \$6,000,000, G-M shall pay CBS, twenty percent (20%) of the difference between \$4,500,000 and \$3,000,000, plus twenty-five percent (25%) of the difference between \$6,000,000 and \$4,500,000, plus thirty percent (30%) of the difference between the total Gross Revenue amount and \$6,000,000.

By way of an example, if G-M's Gross Revenue for any license year is \$7,000,000, G-M shall pay CBS Bonus Revenue equal to \$975,000.

$$((\$4,500,000 - \$3,000,000) * .2) + ((\$6,000,000 - \$4,500,000) * .25) \\ + ((\$7,000,000 - \$6,000,000 * .3)) = \$975,000$$

EXHIBIT C

Cost Basis

In determining the Unamortized Capital Investment to be paid to G-M if and as required under this Agreement, the Cost Basis (previously or hereinafter to be incurred by or on behalf of G-M or Lender) shall be hereby agreed and stipulated to by the Parties to include, without limitation, the following:

Description	Payee	Amount
Purchase Price for the Sign/Equipment/Garage Media Work	G-M	\$8,100,000
Site Reconfiguration, Remove Old Display	G-M	600,000
Professional Fees	G-M	400,000
Inspections	G-M	79,000
Pre Illumination Project Management	G-M	400,000
Network Operating Station	G-M	216,000
Total		\$9,795,000

PA hereby acknowledges and agrees that of the total Cost Basis the amount described above for the Purchase Price for the Sign/Equipment/Garage Media Work has been incurred and that—subject to the sole condition that PA receives evidence of Lender's payment of the "Lessor's Basis" as provided in the Lender Financing Agreement (as the term "Lessor's Basis" is defined therein)—PA has received such evidence thereof as it may have required to document such costs and execute this Agreement with this stipulation. The "Approved Amounts" hereunder shall be proportion of the Purchase Price stated above that is equal to the proportion that (i) the amount of such payments by Lender for which such evidence of payment is so received by PA bears to (ii) the total amount of such Lessor's Basis originally stated in the Lender Financing Agreement (without, for the avoidance of doubt, giving effect to any changes therein, whether pursuant to its terms or as the same may be amended by written agreement of the parties).

After any Cost Basis (that is not Approved Amounts) is incurred (and as a condition to the incurring and/or payment thereof, if requested by G-M or Lender), PA agrees with all due haste to consider any statements detailing such Cost Basis amounts (paid or unpaid), including copies of invoices and contracts, and certified by a responsible officer of G-M, and G-M shall permit PA, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of such cost, to examine and audit the records and books of account of G-M within the Port of New York District during such time.

If G-M includes in Cost Basis (that is not Approved Amounts) any items as having been incurred but which, in the reasonable opinion of the PA, if so incurred are not items identified as elements of cost in this Exhibit C or otherwise properly chargeable to cost under sound accounting practice, then the PA will with all due haste, and in all events within ninety (90) days after receipt of said statement of cost, give written notice to G-M stating its objection to any such item and the grounds therefor (it being specifically agreed by all Parties that the purchase price for the Sign/Equipment/Garage Media Work and any other Approved Amounts are hereby stipulated to

as being Cost Basis that has been incurred (without further examination, evidence, or condition) and any other elements of Cost Basis identified in this Exhibit C, as and when incurred, shall qualify as elements of Cost Basis hereunder. If such notice is given and if the dispute is not settled within ninety (90) days of PA's notice by agreement between the parties, then such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association. Costs of said arbitration shall be borne equally by PA and G-M.

In any such arbitration as to whether any item included by G-M in its computation of cost (other than Approved Amounts) has been incurred, the question to be submitted to the arbitrators for decision shall be as follows:

"Was all or any part of such cost incurred by G-M; and if part but not all of such cost was incurred, what was the amount which was so incurred?"

In any such arbitration as to whether any item included by G-M in its computation of Cost Basis (that is not Approved Amounts) is properly chargeable thereunder under this Agreement, the question to be submitted to the arbitrators for decision shall be as follows:

"Can it reasonably be held that all or any part of such cost is properly chargeable under their agreement or otherwise under sound accounting practice; and if part but not all of such cost can reasonably be held to be chargeable, then what amount can reasonably be held to be so chargeable?"

The arbitrators to whom such questions shall be submitted shall be accountants or auditors.

In amortizing Cost Basis as provided in this Agreement and the Master Agreement, Unamortized Cost Basis will be determined by multiplying Cost Basis by a fraction, the numerator of which shall be the 96 minus the number of whole calendar months elapsing since the Final Acceptance Date, and the denominator of which shall be 96.

Notwithstanding anything to the contrary herein contained, the Unamortized Capital Cost PA shall be obligated to pay to G-M hereunder shall not be diminished by the amount of any unsatisfied lien, mortgage or other encumbrance on the Sign and Equipment, it being agreed that the ownership of the Sign and Equipment being vested with G-M or its financier, as applicable.

For the avoidance of doubt, if there is any inconsistency between this Exhibit C and Section 26 of the Master Agreement, this Exhibit C shall be controlling, as it pertains solely to G-M.

EXHIBIT D
PARENT GUARANTY

GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of October 26, 2010, is executed by GARAGE MEDIA LLC, a Connecticut limited liability company (the "Guarantor"), in favor of CBS OUTDOOR GROUP INC., a Delaware corporation ("CBS").

WHEREAS, in order to induce CBS to enter into the Display Agreement (the "Agreement"), dated as of October 26, 2010, between CBS and GARAGE MEDIA NY LLC, a New York limited liability company ("Garage Media") and to enter into that certain Supplemental Agreement with the Port Authority of New York and New Jersey ("PA") for benefit of Garage Media and Guarantor, Guarantor has agreed, subject to the terms and conditions contained in this Guaranty, to guarantee the payment and performance of all obligations, liabilities and indemnities of Garage Media now existing or hereafter arising under the Agreement (collectively, the "Obligations") and to execute and deliver this Guaranty;

WHEREAS, Guarantor will benefit, directly or indirectly, from the consummation of the transactions contemplated by the Agreement;

WHEREAS, each capitalized term defined in the Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Agreement when used herein;

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Guarantor agrees as follows:

Section 1. Unconditional Guaranty.

(a) Guarantor fully and irrevocably guarantees the payment and performance of the Obligations when due. Guarantor is hereby made fully responsible for the acts and omissions of Garage Media that constitute a breach of the Agreement. This Guaranty shall be a full, unconditional, irrevocable, absolute and continuing guarantee of payment and performance and not a guarantee of collection, and Guarantor shall remain liable on the Obligations hereunder until the payment in full of the Obligations.

(b) Except as provided in Section 1(f) below, Guarantor's guarantee and responsibility shall not be discharged, released, diminished, or impaired in whole or in part by any setoff, counterclaim, defense, act or occurrence which Guarantor may have against CBS as a result of or arising out of the Agreement or from any other agreement or matter.

(c) The Obligations of Guarantor hereunder shall not be released, discharged, diminished or impaired by (i) the renewal, extension, modification or alteration by CBS and Garage Media, with or without the knowledge or consent of Guarantor, of the Agreement or of any liability or obligation of Garage Media thereunder or of any document or instrument under which the Obligations arise, (ii) any forbearance or compromise granted to Garage Media by CBS when dealing with Garage Media except to the extent of such forbearance or compromise, (iii) any change in corporate structure or ownership of Garage Media or the bankruptcy,

insolvency, liquidation, receivership, dissolution, winding-up or termination of Garage Media or the fact that at any time Garage Media does not exist, (iv) the inaccuracy of any of the representations and warranties of Garage Media under the Agreement, (v) any neglect, delay, omission, failure or refusal of Garage Media to take or prosecute any action in connection with the Agreement, (vi) the full or partial release of Garage Media on any liability or obligation, except that Guarantor shall be released *pro tanto* to the extent CBS expressly releases Garage Media from liability with respect to the Obligations, or (vii) any other circumstance relating to the Obligations that might otherwise constitute a legal or equitable discharge of or defense to the Guarantor not available to Garage Media who is liable for such Obligations.

(d) Guarantor waives notice of (i) acceptance of this Guaranty, (ii) the creation, renewal, extension, modification, alteration or existence of any liability or obligation of Garage Media constituting part of the Obligations, and (iii) any breach of or default in the performance of the Obligations.

(e) If Garage Media fails to perform Obligations requiring payment, in whole or in part, when such Obligations are due, Guarantor shall promptly pay such Obligations in lawful money of the United States. Guarantor shall pay such amount within 5 business days after receipt of demand for payment from CBS. CBS may enforce Guarantor's obligations under this Guaranty without first suing Garage Media or joining Garage Media in any suit against Guarantor, or enforcing any rights and remedies against Garage Media, or otherwise pursuing or asserting any claims or rights against Garage Media or any other person or entity or any of its or their property which may also be liable with respect to the matters for which Guarantor is liable under this Section 1.

(f) Guarantor reserves the right to assert defenses which Garage Media may have to payment or performance of any Obligation, other than defenses that Garage Media may possess relating to (i) lack of validity or enforceability of the Agreement against Garage Media arising from Garage Media's defective incorporation or lack of qualification to do business in any applicable jurisdiction, (ii) Garage Media's lack of corporate authority to enter into or perform the Agreement or the due execution and delivery thereof, or (iii) the termination of existence, dissolution, liquidation, insolvency, bankruptcy, receivership, or other reorganization of Garage Media.

Section 2. Refund of Payments by CBS. If under applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application with respect to creditors, CBS is required to refund part or all of any payment hereunder to Guarantor, such payment shall not constitute a release from any liability hereunder, and Guarantor's liability hereunder shall be reinstated to such extent.

Section 3. Rescission of Obligations. If under applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application with respect to creditors, any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by CBS, this Guaranty shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made.

Section 4. Representation as to Benefit. Guarantor warrants and represents for and as to itself that it has received, or will receive, direct or indirect benefit from the making of this Guaranty.

Section 5. Representations and Warranties of Guarantor. Guarantor hereby represents and warrants to CBS as follows:

(a) Organization. Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut and has the requisite power to carry on its business as it is now being conducted.

(b) Authority Relative to this Guarantee. Guarantor has full power and authority to execute and deliver this Guaranty and to consummate the transactions contemplated hereby. The execution and delivery by Guarantor of this Guaranty and the consummation by Guarantor of the transactions and performance of the terms and conditions contemplated hereby have been duly and validly authorized, and no other proceedings on the part of Guarantor are necessary to authorize this Guaranty or consummate the transactions so contemplated. This Guaranty has been duly and validly executed and delivered by Guarantor, and this Guaranty constitutes a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Consents and Approvals; No Violation. Neither the execution and delivery by Guarantor of this Guaranty nor the performance of its obligations under the Guaranty contemplated hereby do or will (i) conflict with or result in any breach of any provision of the operating agreement (or other similar governing documents) of Guarantor, (ii) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, except where it is reasonably expected that the failure to obtain such consent, approval, authorization or permit, or to make such filing or notification, would not prevent or delay in any material respect such performance, (iii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, license, agreement or other instrument or obligation to which Guarantor is a party or by which Guarantor or any of its assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or will be obtained prior to the Expiration Date, or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Guarantor, or any of its assets.

(d) Litigation; Claims. There is no claim, action, proceeding or investigation pending or, to the knowledge of Guarantor, threatened against Guarantor before any court or governmental or regulatory authority or body that would prevent or delay in any material respect the performance by Guarantor of the guarantee contemplated hereby. Guarantor is not subject to any judgment or outstanding order, writ, injunction or decree that would have a material adverse effect on its ability to perform its obligations under the guarantee contemplated hereby and that would prevent or delay in any material respect the performance by Guarantor of the guarantee.

Section 6. Costs and Expenses. Each party agrees to pay to the prevailing party, upon demand, all reasonable costs and expenses, including reasonable attorneys' fees, that may be incurred by the prevailing party in enforcing or defending its rights under this Guaranty.

Section 7. Governing Law and Consent to Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

Section 8. Benefit. This Guaranty shall inure to the benefit of CBS and its successors and assigns, and shall be binding upon Guarantor and its successors and assigns; provided, however, that (i) neither CBS nor Guarantor shall assign its rights or obligations under this Guaranty without the prior written consent of the other except by operation of law, and except that CBS may assign its rights or obligations under this Guaranty to an affiliate, (ii) no assignment or other transfer by, through or under CBS shall operate to increase Guarantor's obligations hereunder, and (iii) Guarantor shall be fully protected in making and shall receive full credit for any payments or other performance made by it to CBS or its successors and assigns with respect to the Obligations prior to the time Guarantor receives written notice of such assignment or succession. In the event that CBS shall default upon its Agreement with the PA, this Guaranty shall pass to the PA, wherein the PA shall assume the role of CBS.

Section 9. Continuing Guarantee. Subject to the terms, conditions and limitations hereof, this Guaranty is a continuing guarantee and shall remain in full force and effect and be binding upon Guarantor until the Obligations have been satisfied in full.

Section 10. Notices. Any notice, demand or other communication required or permitted under this Guaranty shall be in writing and given by hand delivery, facsimile, overnight courier, or United States mail. All notices shall be properly addressed to the recipient, with all postage and other charges being paid by the party giving notice. Notices shall be effective when actually received by the party being notified. The addresses of the parties for purposes of notice are as follows:

If to Guarantor, to: Garage Media LLC NY
One Union Place
Hartford, CT 06103
Attn: Gary Neff
Facsimile: (203) 413-2933

With a copy
to: Mark D. Geraghty
Steve N. Spanolios
Davidoff Malito & Hutcher LLP
650 Third Avenue, 34th Floor
New York, NY 11105
Facsimile: (212) 286-1884

CBS: CBS Outdoor Group Inc.
405 Lexington Avenue
New York, NY 10174
Attn: Richard Ament

With a copy
to: CBS Outdoor Group Inc.
405 Lexington Avenue
New York, NY 10174
Attn: General Counsel

Either party may change its address by giving two (2) days' advance written notice to the other party.

Section 12. Subrogation. Upon payment of all of the Obligations owing to CBS, Guarantor shall be subrogated to the rights of CBS against Garage Media, and CBS agrees to take, at Guarantor's expense, such steps as Guarantor may reasonably request to implement such subrogation.

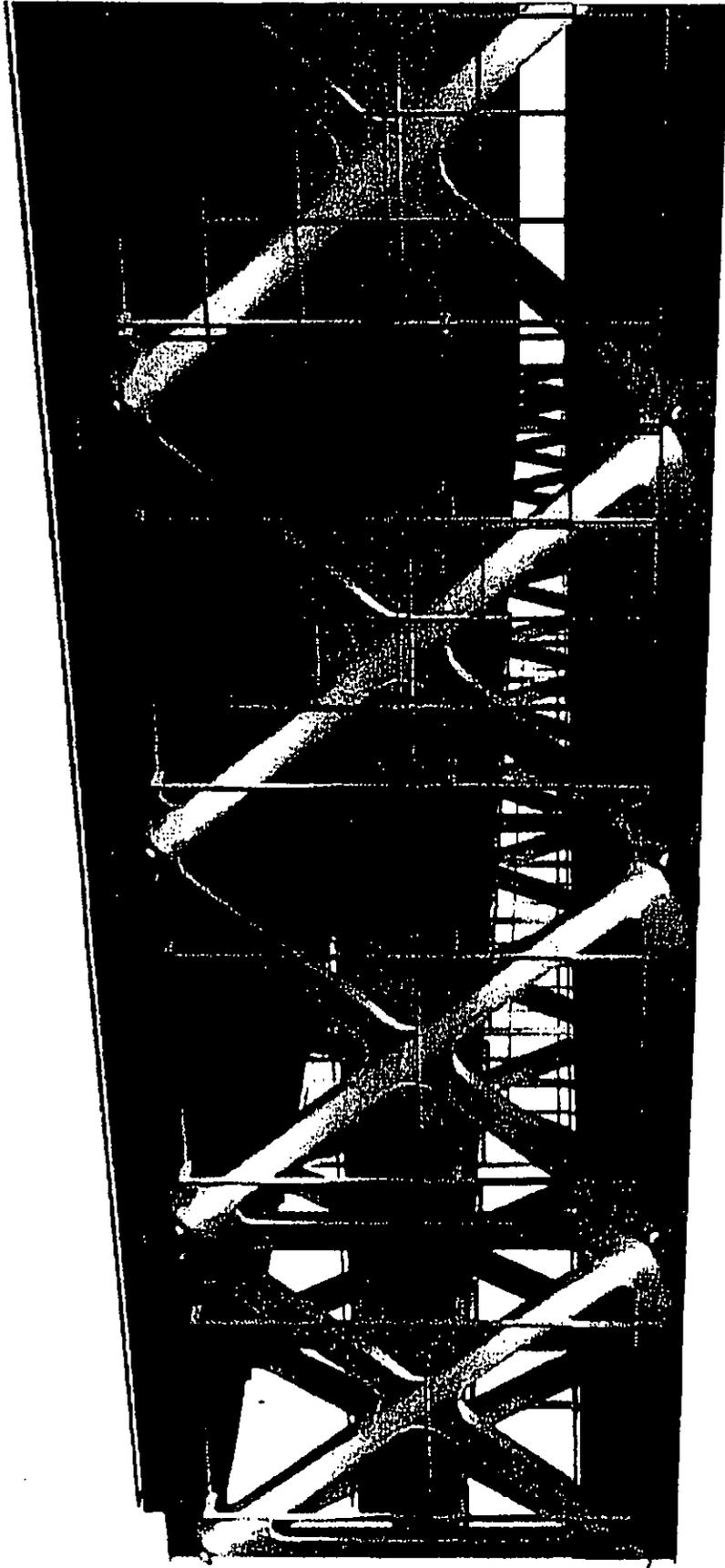
IN WITNESS WHEREOF, the undersigned has executed this Guarantee as of the date first above written.

GUARANTOR:

GARAGE MEDIA LLC

By: _____
Name: Garret Neff
Title: Member

EXHIBIT E
ADDITIONAL LIGHTING SCHEME



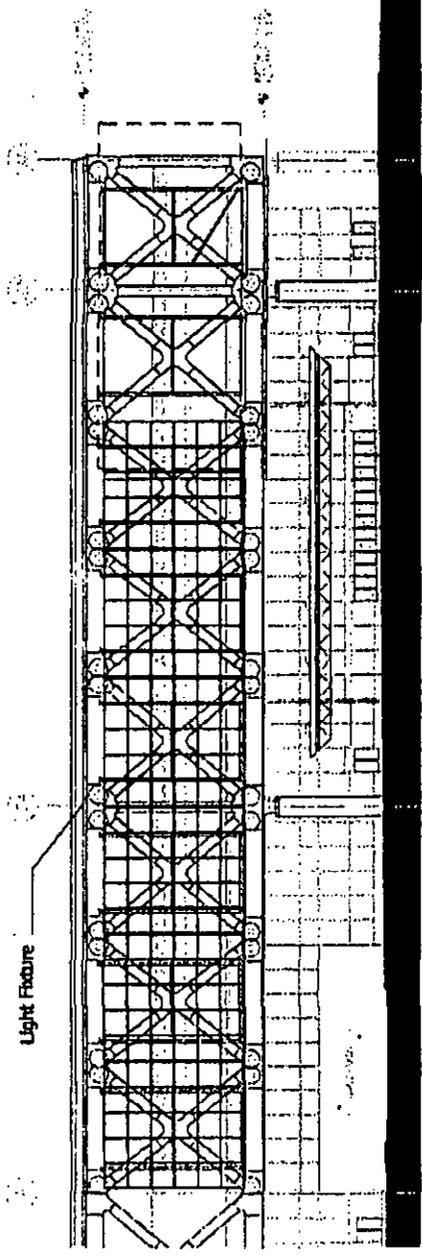
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ARCHITECTURAL LIGHTING DESIGN

NOTES

Fixture: Lumenpulse Lumenbeam LBX
 RGB Fixture with 6 degree beam

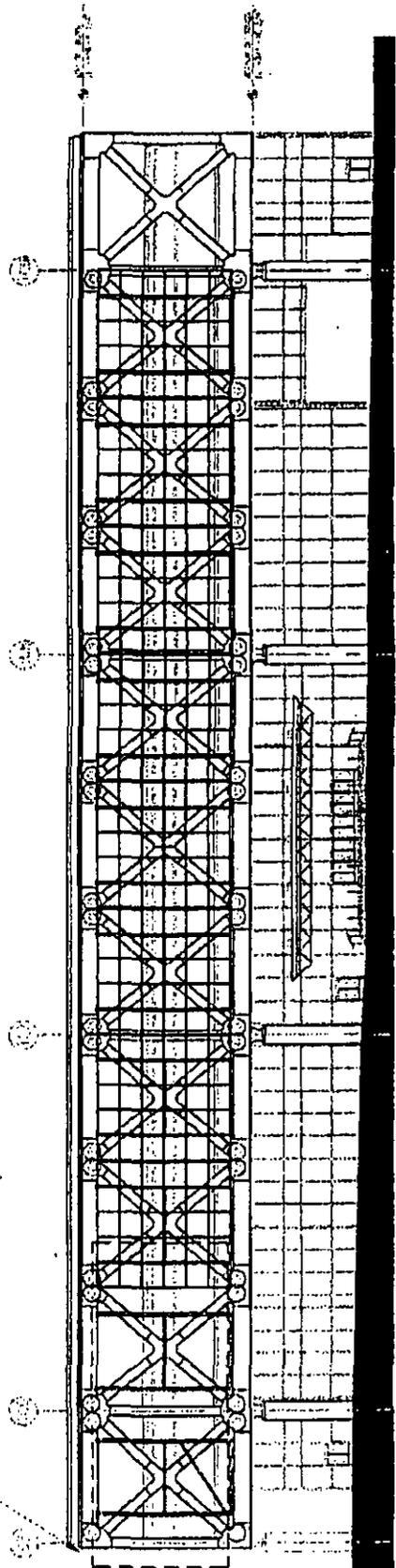
Number of Fixtures: 72
 Lumens: 4392
 Weight: 132
 Weight: 7.83 kg/17.26 lbs.
 Dimensions (WxHxD): 17 1/16" x 22 7/8" x 4 7/8"
 Warranty: 5 years



4'-0" (1219mm)

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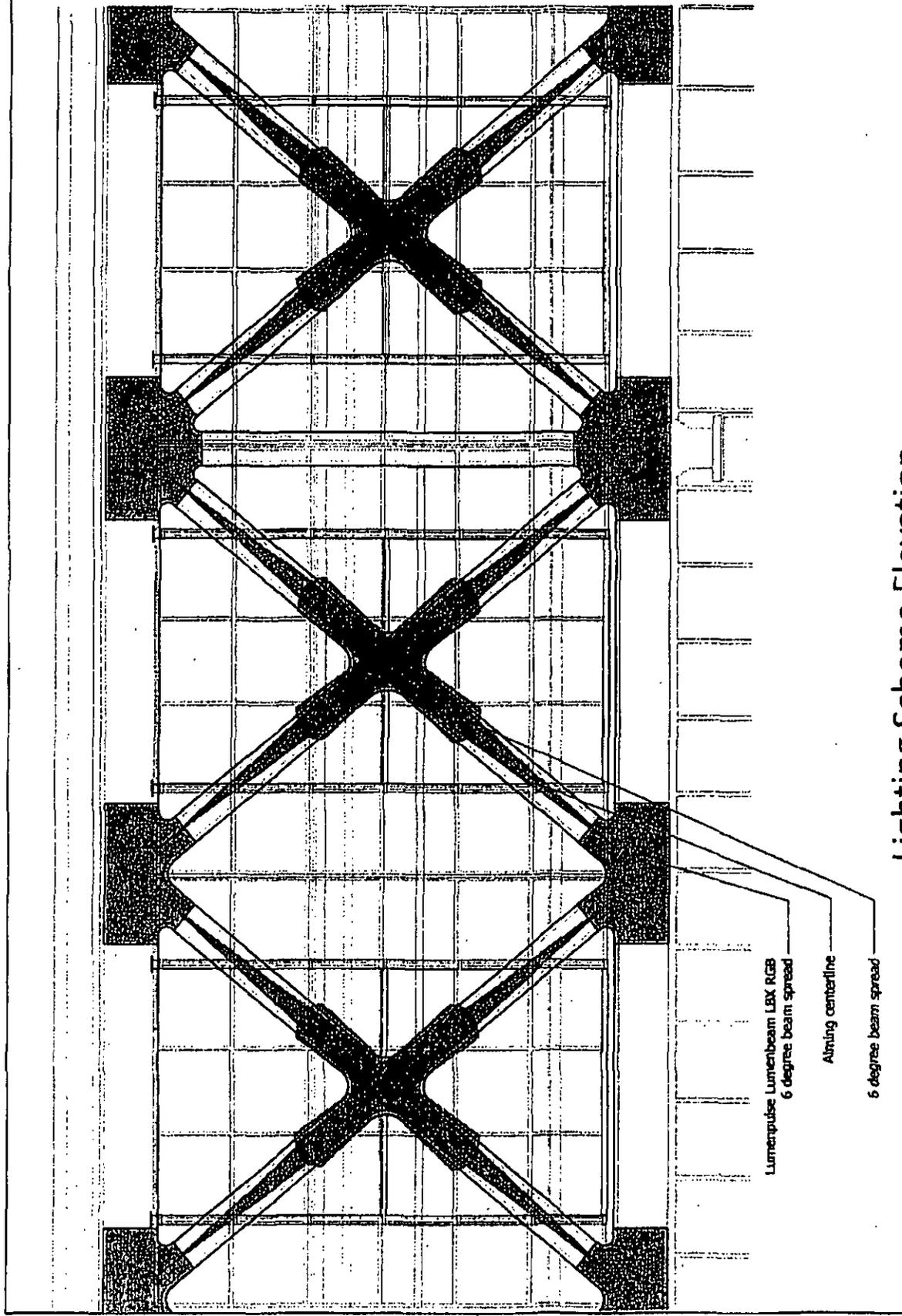
OUTLINE OF 6,000sf MEDIAMESH DISPLAY



4'-0" (1219mm)

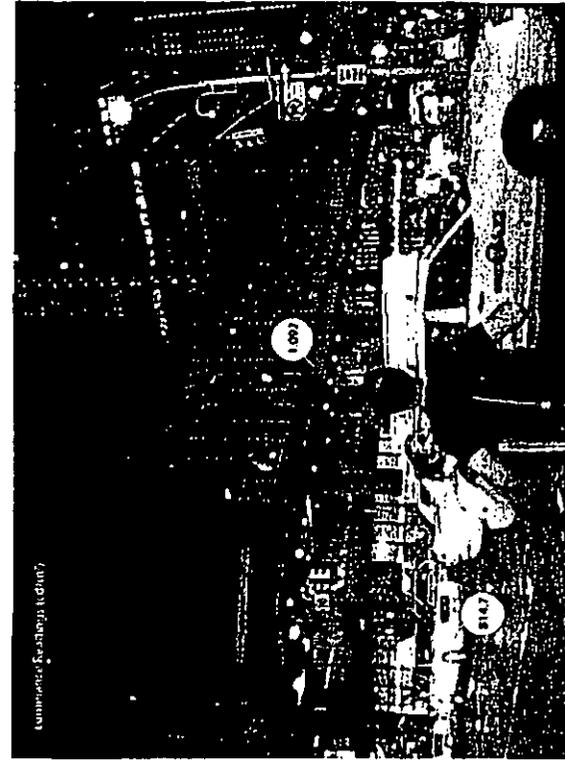
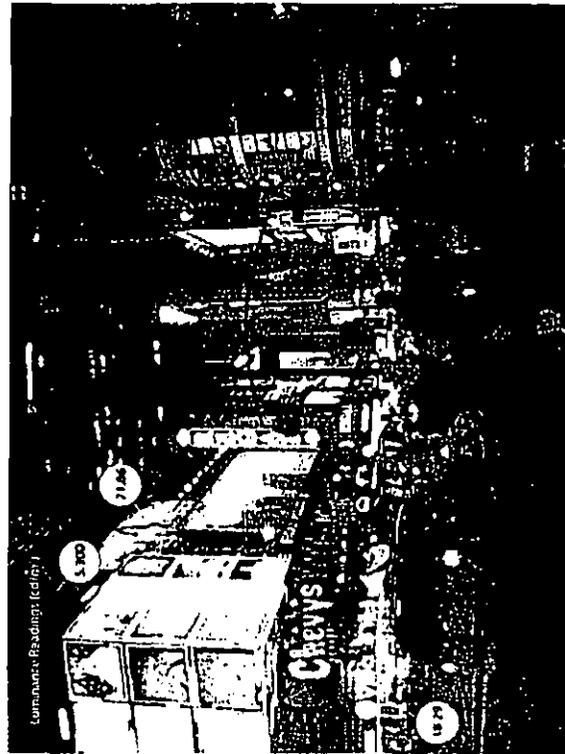
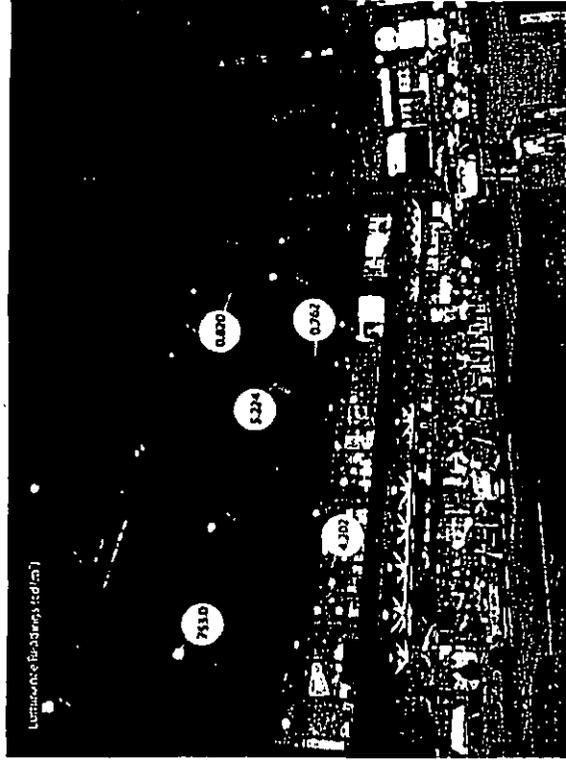
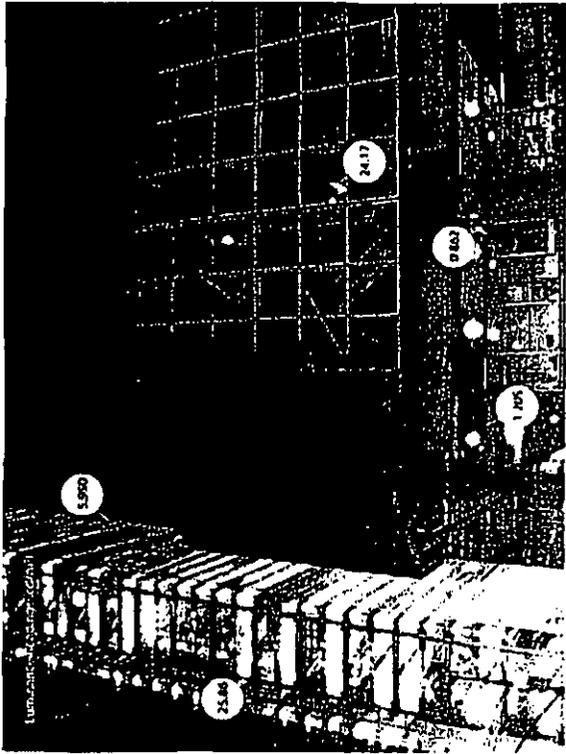
4'-0" (1219mm)

Lighting Scheme Elevation



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Lighting Scheme Elevation



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Luminance Readings

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