

AMENDED AND RESTATED SETTLEMENT AGREEMENT

This AMENDED AND RESTATED SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF FORT LAUDERDALE, FLORIDA (the “City”) and OUTFRONT MEDIA LLC (“Outfront”).

WHEREAS, National Advertising Company (“National”), filed that certain lawsuit in the United States District Court for the Southern District of Florida styled “NATIONAL ADVERTISING COMPANY, Appellant, v. CITY OF FORT LAUDERDALE, Appellee,” and bearing Case No. 92-4750 (the “Federal Lawsuit”) asserting, among other things, that the City’s then-existing sign code violated certain provisions of the United States Constitution with respect to the construction and maintenance of outdoor advertising structures (“Billboards”) within the City (the “National Claims”); and

WHEREAS, the National Claims were litigated between National and the City, resulting in a Final Order of Declaratory Judgment (the “Judgment”) being entered by the Federal District Court on July 9, 1992; and

WHEREAS, the Judgment was appealed in the United States Court of Appeals for the Eleventh Circuit; and

WHEREAS, on October 26, 1993, the United States Court of Appeals for the Eleventh Circuit entered its Per Curium Order in favor of National, finding that National was entitled to the issuance of building permits for the construction of billboard signs in the City because the then existing sign regulations were void; and

WHEREAS, the Order of the United States Court of Appeals for the Eleventh Circuit, the Settlement Agreement and subsequent Order of the District court created certain rights to maintain, repair, replace, construct and relocate billboards and also establish a basis for National’s reliance and subsequent action; and

WHEREAS, the City and National compromised and settled the National Claims asserted in the Federal Lawsuit by negotiating and entering into a certain Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit A** (the “Settlement Agreement”); and

WHEREAS, Outfront is successor-in-interest to National with respect to the rights, responsibilities and obligations provided in the Settlement Agreement; and

WHEREAS, Outfront currently maintains and operates twenty-two (22) Billboards within the City pursuant to the Settlement Agreement, which Billboards were either existing at the time the City and National entered into the Settlement Agreement, or which were constructed thereafter pursuant to the rights granted by the Settlement Agreement (the “Existing Billboards”); and

WHEREAS, Outfront currently maintains and operates three (3) additional Billboards within the City, which Billboards were either acquired from third parties after execution of the Settlement Agreement, or are located on property annexed by the City subsequent to execution of the Settlement Agreement (the “Annexed Billboards”); and

WHEREAS, a dispute arose between the City and Outfront with respect to Outfront’s rights, if any, under the Settlement Agreement to construct, install, operate and maintain automatic changeable facing (commonly referred to as LED sign faces) on Existing Billboards and/or New Permitted Billboards maintained and operated by Outfront within the City; and

WHEREAS, as a result of the above-referenced dispute, Outfront filed that certain lawsuit in the Circuit Court of the Seventeenth Judicial Circuit, In and For Broward County, Florida, styled: “OUTFRONT MEDIA LLC, a Delaware corporation, Plaintiff, vs. CITY OF FORT LAUDERDALE, FLORIDA, a political subdivision of the State of Florida, Defendant,” and bearing Case No. CACE 15-005205 (the “State Court Lawsuit”), seeking a declaration regarding the parties’ respective rights under the Settlement Agreement; and

WHEREAS, the City and Outfront wish to resolve their dispute by entering into this Amended and Restated Settlement Agreement for the purpose of:

- A. Settling their dispute;
- B. Providing for limitations on the total number of Billboards that may be maintained by Outfront within the City;
- C. Providing for the construction and maintenance of such Billboards in the future, pursuant to the provisions of this Amended and Restated Settlement Agreement; and
- D. Establishing standards governing the construction, modification, relocation, replacement, maintenance and operation of Billboards; and
- E. Establishing standards, guidelines and regulations governing the installation, operation and maintenance of automatic changeable facing on Billboards.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering local government entities and owners of billboard signs to enter into relocation and/or reconstruction agreements, on mutually agreeable terms, that allow the governmental entities to accomplish their public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest and will assist it in accomplishing the goals set forth herein, including, without limitation, reducing the total number of billboards in the City.

NOW, THEREFORE, the City and Outfront, in consideration of the terms and conditions contained herein, and in furtherance of the City's public goals, including, but not limited to, Outfront's agreement to remove all existing Surface Street Billboards and provide the City with (free) public service announcements on the new automatic changeable facing billboards, in addition to the annual fees to be paid by Outfront to the City for each automatic changeable face installed and/or operated pursuant to the terms of this Agreement, do hereby agree as follows:

1. Recitals as Contract Terms. The foregoing recitals are true and correct, and are by this reference incorporated into this Amended and Restated Settlement Agreement as material contractual terms, and not merely recitals.

2. Novation. This Amended and Restated Settlement Agreement is entered into for the purpose of amending, revising and clarifying certain of the parties' rights, duties and obligations under the Settlement Agreement. Upon execution of this Amended and Restated Settlement Agreement by all Parties, this Amended and Restated Settlement Agreement shall replace the Settlement Agreement in all respects, and the provisions of the Settlement Agreement shall no longer be of any force or effect. In the event this Amended and Restated Settlement Agreement shall be held invalid or unenforceable for any reason by a court of competent jurisdiction or administrative agency, the Settlement Agreement shall be automatically considered revived and reinstated, and shall from that point forward govern the rights, duties and obligations of the City and Outfront. In the event only a portion of this Amended and Restated Settlement Agreement shall be held invalid or unenforceable for any reason, the provision(s) of the Settlement Agreement governing the rights and obligations addressed in the provision(s) found to be invalid or unenforceable shall be automatically revived and reinstated, and shall from

that point forward be considered incorporated into this Amended and Restated Settlement Agreement.

3. Definitions. Any terms not defined herein shall have the meaning given in Chapter 479, Florida Statutes, or Chapter 14-10, Florida Administrative Code (collectively, the “State Billboard Regulations”). If not defined herein or in the State Billboard Regulations, terms used herein shall have their ordinary dictionary meaning. For the purposes of this Amended and Restated Settlement Agreement, the following terms shall be defined as set forth herein:

- A. “Billboard” shall mean a Billboard and its attached Billboard faces.
- B. “Billboard Location” shall mean an area within a radius of 100 feet from the location of any existing Billboard.
- C. “Billboard Structure” shall mean the structural framework which supports a Billboard face.
- D. “Existing Billboards” shall mean the Billboards listed in **Exhibit B** to this Amended and Restated Settlement Agreement.
- E. “New Permitted Billboard” shall mean a Billboard located in a Commercial or Industrial Zone, subject to the limitations contained in this Agreement.
- F. “Annexed Billboards” shall mean the Billboards listed in **Exhibit C** to this Amended and Restated Settlement Agreement.
- G. “Surface Street Billboards” shall mean a Billboards Listed in **Exhibit D** to this Amended and Restated Settlement Agreement.
- H. “Automatic changeable facing” shall have the same meaning given in Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code, as they may be amended from time to time.
- I. “City” means the incorporated areas of the City of Fort Lauderdale now or as they hereinafter may exist.
- J. “Commercial or Industrial Zone” means an area within 660 feet of the nearest edge of the right-of-way of the Interstate Highway System, and zoned for commercial or industrial uses or otherwise qualified by Chapter 479, Florida Statutes, or Chapter 14-10, Florida Administrative Code, as a Commercial or Industrial area.

K. “Effective Date” means the date this Amended and Restated Settlement Agreement (after execution by the parties) is approved by the Court in the State Court Lawsuit and a final order approving same is entered therein.

L. “Interstate Highway System” means the existing, unbuilt, or unopened system of highways or portions thereof designated as the national system of interstate and defense highways by the Florida Department of Transportation, or such other replacement term as may be created in the future carrying the same meaning. It is the intention of the City and Outfront interstate highways currently designated as I-95 and 1-595 shall always be included in this Interstate Highway System definition, notwithstanding future changes in the designation applicable to these highways.

4. Current and Future Inventory. Outfront currently has Existing Billboards or New Permitted Billboards for a total of 22 locations within the City. From and after the date hereof, the Company shall be permitted a total of 23 billboard locations within the City. All New Permitted Billboards shall be located anywhere in a Commercial or Industrial Zone along the Interstate Highway System as defined herein, and may be relocated at any time to another location along the Interstate Highway System. At no time shall the combined total of New Permitted Billboards and Existing Billboards that are subject to this agreement exceed a total of 23 from and after the date hereof.

5. Compromise of Disputed Claims. The parties hereto acknowledge that this Amended and Restated Settlement Agreement constitutes a legitimate compromise of disputed claims and interests, and that in the Federal Lawsuit the Court of Appeals for the Eleventh Circuit determined that there was a void in Fort Lauderdale's zoning ordinance dealing with the erection of Billboards when National applied for the Billboard permits that were the subject of that action; and, as a consequence, the City has not subverted, and would not be subverting, the zoning procedures or building standards set forth in its ordinances by authorizing Outfront to erect, maintain, repair, replace and relocate its Billboard structures in accordance with this Amended and Restated Settlement Agreement.

6. Commercial or Industrial Exclusion Zones. No Billboard may be erected in a special Commercial or Industrial Exclusion Zone. Special Commercial Exclusion Zone is defined to be an area at the intersection of either Broward Boulevard and Interstate 95 or Sunrise

Boulevard and Interstate 95, within a distance of 500 feet north and south of the center line of those intersections along the Interstate Highway.

7. Reconstruction / Repair of Surface Street Billboards. The Existing Billboards identified as Locations 1, 2 and 3 in **Exhibit B** may be rebuilt, reconstructed or repaired at a Billboard Location, but may not be increased in size of faces or the number of faces. Building standards for these activities shall be governed by the South Florida Building Code. All other standards, guidelines and requirements related to the construction, operation and maintenance of the Existing Billboards identified as Locations 1, 2, and 3 in **Exhibit B**, including but not limited to those factors described in Paragraph 14, (1), (2), (3), (4), (5), (6) and (8) below, shall be governed solely and exclusively by Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code. Notwithstanding the foregoing, it is expressly understood and agreed that the Existing Billboards identified as Locations 1, 2 and 3 on **Exhibit B** shall not be reconstructed or modified to utilize automatic changeable facing.

8. Standards Governing Existing and New Permitted Billboards. Building standards for Existing Billboards and New Permitted Billboards shall be governed by the South Florida Building Code, as it shall be amended from time to time. All other standards, guidelines and requirements related to the construction, operation and maintenance of the Existing Billboards (except those identified as Locations 1, 2, and 3 in **Exhibit B**) and New Permitted Billboards, including but not limited to those factors described in Paragraph 14, (1), (2), (3), (4), (5), (6), (8) and (9) below, shall be governed solely and exclusively by Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code. Existing Billboards (except those identified as Locations 1, 2 and 3 in **Exhibit B**) and New Permitted Billboards may be rebuilt, reconstructed, modified or repaired in accordance with the building standards contained in the South Florida Building Code.

9. Automatic Changeable Facing. As an inducement to encourage and facilitate the removal by Outfront of all Surface Street Billboards within the City, Outfront shall have the right to utilize automatic changeable facing on all Existing Billboards (except the Existing Billboards identified as Locations 1, 2 and 3 in **Exhibit B**) or New Permitted Billboards, provided Outfront shall first permanently remove all Surface Street Billboards identified on **Exhibit D** to this Amended and Restated Settlement Agreement. The size, type, height, operation and location of the automatic changeable facing Billboard(s) shall be governed by, and shall comply with,

applicable Outdoor Advertising Association of America (“OAAA”) standards and applicable provisions of the State Billboard Regulations, including, but not limited to, those related to “flip times,” illumination standards, display/transition standards (i.e. no flashing/intermittent lights or fade-in/fade-out of messages), distance of certain ads from schools and churches, and prohibitions against tobacco advertising. Without limiting the generality of the foregoing, Outfront shall have the right to utilize LED facing or any other type of automatic changeable facing permitted by the State Billboard Regulations, as they may be amended from time to time, provided it otherwise complies with the terms of this Amended and Restated Settlement Agreement, and provided that the brightness of any such automatic changeable facing shall comply with the OAAA Recommended Brightness Guidelines attached hereto as **Exhibit E**.

Notwithstanding the foregoing, or any other provisions of this Agreement (including those contained in Paragraph 12), Outfront shall not construct, operate or maintain an automatic changeable facing sign closer than 1500 feet from any other automatic changeable facing sign constructed, operated or maintained by Outfront pursuant to this Agreement, whether on the same side or the opposite side of the highway, as measured along the right-of-way line on each side of the highway. For the purposes of this Paragraph, the distance between signs shall be measured along the right-of-way line between the center-points of each sign’s main support pole, and shall be measured along the outside arc of any curved portion of the highway. The minimum spacing provided for in this paragraph relates to the distance between sign structures, and therefore does not preclude the construction, operation and maintenance of V-type, back-to-back or double-faced automatic changeable facing sign structures.

Contemporaneously with the submission by Outfront of its first application(s) to construct, reconstruct or modify a qualified Existing Billboard or construct a New Permitted Billboard to utilize automatic changeable facing (the “LED Application(s)”), Outfront shall also apply for demolition permits for all Surface Street Billboards identified in **Exhibit D**. The City shall simultaneously process the LED Application(s) and demolition applications, and contemporaneously issue same. Outfront shall have no obligation to demolish or remove the Surface Street Billboards unless and until it has obtained all necessary permits and approvals from the City and FDOT for the construction, reconstruction, operation and maintenance of the changeable message facing Billboard(s) that is/are the subject of the LED Application(s), has completed the construction, reconstruction or modification of said Billboard(s), and has received

all necessary final approvals and sign-offs authorizing the operation and maintenance of same as automatic changeable facing Billboard(s); provided, however, Outfront shall not display any message, advertising or image of any type or nature on this/these automatic changeable facing Billboard(s) unless and until all Surface Street Billboards have been demolished and removed in accordance with the demolition permits. In the event Outfront is unable to obtain all necessary permits and approvals for the construction, operation and maintenance of the automatic changeable facing Billboard(s), for reasons beyond Outfront's control, Outfront shall be relieved of any obligation under this Amended and Restated Settlement Agreement to remove the Surface Street Billboards, or any of them.

10. Annual LED Fee. In consideration for, and in order to offset the expense to the City of negotiating, adopting and implementing this Agreement, and in further consideration for Outfront's agreement to remove all Surface Street Billboards identified in **Exhibit D**, and to mitigate any impact(s) created by the construction, reconstruction, operation and maintenance of the changeable message facing Billboards, for each automatic changeable face installed and/or operated by Outfront pursuant to this Amended and Restated Settlement Agreement, Outfront shall remit annual payments to the City in the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the "Annual LED Fee"), for so long as each such changeable message face remains installed and operational. The first such annual payment(s) shall be paid within thirty (30) days after commencement of operation of the subject automatic changeable face(s) (the "Annual LED Fee Commencement Date"). Thereafter, Outfront shall pay the City \$1,000.00 annually per automatic changeable face on or before the anniversary of the Annual LED Fee Commencement Date for each respective sign face. Beginning on the eleventh (11th) anniversary of the Annual LED Fee Commencement Date for each automatic changeable face installed and/or operated by Outfront pursuant to this Amended and Restated Settlement Agreement, the Annual LED Fee shall increase by two percent (2%) annually for so long as the subject automatic changeable face(s) shall remain installed and operational.

In the event any automatic changeable face(s) is/are rendered inoperable for a period of 30 days or longer for reasons beyond Outfront's control, such as resulting from, or due to, revolutions, insurrections, riots, wars, acts of enemies or of terrorism, acts of God, floods, tornados, hurricanes, other severe weather occurrences, national emergency, strikes, shortage or curtailment of material, labor, transportation, or utility services, or of any labor or production

difficulty, or any cause beyond Outfront's control or without Outfront's fault or negligence (hereinafter referred to as "force majeure"), then the Annual LED Fee due the City, as set forth above, shall be prorated and reduced to exclude any such period of non-use. Outfront shall provide the City with timely written notification of the automatic changeable face(s) unavailability, the reason for such unavailability and the anticipated duration of unavailability. Such suspension shall not be deemed an event of default unless the reason for such unavailability is based solely on Outfront's election not to utilize the automatic changeable face(s), or sell advertising for such period.

11. Public Service Announcements. Outfront will make each automatic changeable face installed and operated pursuant to this Amended and Restated Settlement Agreement available (by adding an additional flip if necessary) at no cost to the City, for the dissemination of emergency notifications as follows: (a) during times of declared weather emergencies affecting the City, Outfront will make one flip on each of the automatic changeable faces available for the sole and limited purpose of communicating emergency information, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the applicable governmental agency/agencies; (b) for the display of "amber alerts" and "silver alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined, pursuant to guidelines and procedures already in place between the FDLE (or such other agency/agencies) and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" or "silver alert" on a particular automatic changeable face would provide information that could be instrumental in assisting authorities in resolving an abduction and/or missing person.

On a space-available basis, Outfront will allow the City to post public service announcements and advertise City-sponsored events ("City Announcements") on the automatic changeable faces, pursuant and subject to the procedures, conditions and restrictions set forth below. Any such City Announcements shall be strictly for the benefit of the City, and shall not include the names or logos of any third-party businesses or sponsors. If after posting a City Announcement any third party asserts that said announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results

therefrom, Outfront shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new or designate a previous City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Outfront will provide the City with one (1) slot/flip (hereinafter “Slot”) on each automatic changeable face for the advertisement of City Announcements any time there is an unsold Slot available on any such face. To be eligible to take advantage of this opportunity, the City shall provide Outfront with the artwork/design/graphics for the City Announcement in advance. Any advertising Slot(s) provided by Outfront to the City for a City Announcement shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City. Outfront will not allow the automatic changeable faces to be used for the display of free public service announcements for any municipality other than the City.

During any time period when there is an unsold Slot on any automatic changeable face, Outfront will post, without prior notice to the City, the most recent City Announcement supplied by the City to Outfront, and designated for such purpose (the “Stock Copy”). The City may change the Stock Copy at any time, and from time to time, by providing Outfront with a new City Announcement, and a request that such City Announcement be substituted as the designated Stock Copy, either for a designated period of time or until further notice. Outfront’s obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Outfront of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Outfront at any time, without prior notice to the City, in the event the space so occupied by the City Announcement is leased or rented to third parties by Outfront.

For the purposes of implementing this Paragraph, the City may contact Outfront’s local Real Estate Manager (currently Chris Ashley) at 954-971-2995.

12. Spacing Reduction on Interstate Highways. As a further inducement to encourage and facilitate the voluntary removal by Outfront of the Surface Street Billboards, and the relocation of those Billboards to Commercial or Industrial Zones along the Interstate Highway System, the City may adopt a plan, program, resolution, ordinance, or other policy, if approved

by the City Commission, authorizing a reduction in the distance separation between off-premise signs on the same side of a highway from 1,500 feet to 1,000 feet on interstate highways within the City (the “Reduced Distance Policy”) for any New Permitted Billboard constructed by Outfront pursuant to this Amended and Restated Settlement Agreement, as provided for in Section 479.07(9)(c), *Florida Statutes*. In order to participate in this program, Outfront shall be required to remove all Surface Street Billboards identified in **Exhibit D** to this Amended and Restated Settlement Agreement. It is expressly understood and agreed that the effectiveness of this Agreement is contingent upon and shall not be binding on the City or Outfront unless and until this Agreement and the Reduced Distance Policy are approved and adopted by the City Commission.

13. **Billboards Not Subject to Agreement**. Except as stated below, the following Billboards shall not be subject to this Agreement or counted to arrive at the total number of Billboards permitted herein:

A. Billboards listed on **Exhibit C** to this Amended and Restated Settlement Agreement.

B. Billboards owned by the Company located on property annexed into the City after the date of this agreement.

C. Billboards acquired by the Company after the date of this agreement from a third party that are legally in existence in the City.

D. Billboards owned by the Company not listed in **Exhibit B** because of errors in preparation of the inventory.

E. Billboards described in A, B, C and D above may be subject to this Amended and Restated Settlement Agreement if, at any time, Outfront is operating less than 23 total Billboards pursuant to Paragraph 4 hereinabove. If Outfront elects to include within the scope of this Amended and Restated Settlement Agreement signs described in A, B, C or D, at no time shall there be more than 23 Billboards subject to the rights, duties and obligations imposed by this Amended and Restated Settlement Agreement. The City and Outfront recognize that the total number of legally existing signs owned by Outfront within the City may fluctuate, but shall never exceed twenty-three (23) in total number.

14. **Billboard Permits**. The City shall facilitate and process in five (5) working days any and all complete applications relating to the construction, reconstruction, modification,

repair, or replacement of Billboards. A permit application shall be deemed complete if it includes the standard building permit information and is accompanied by engineering plans sealed by an engineer registered in the State of Florida. The parties recognize that the review and processing of permits shall be subject to fees calculated to reasonably offset the administrative cost to review.

15. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by any party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to City:

City of Ft Lauderdale
Attn.: City Manager
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With copies to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

If to Outfront:

Outfront Media LLC
Attn: General Manager
2640 NW 17th Lane
Pompano Beach, Florida 33064

and

Outfront Media LLC
Attn: General Counsel
405 Lexington Avenue
New York, NY 10147

With copies to:

William G. McCormick, Esq.
Gray Robinson, P.A.
401 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, Florida 33301

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

16. City Sign Regulations. It is expressly understood and agreed that all standards, guidelines and requirements (except building code standards) related to the construction, operation and maintenance of the Billboards subject to this Amended and Restated Settlement Agreement shall be governed solely and exclusively by Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code, and shall not be subject to or governed by any City ordinance, standard, regulation or policy related to billboard signs, except for the reduced spacing policy referenced in Paragraph 12 above. The City covenants that it shall not sue or otherwise bring any enforcement action against Outfront in connection with its Billboards covered by this Amended and Restated Settlement Agreement, insofar as those Billboards, and the specific rights granted herein to maintain, repair, replace, modify or relocate said Billboards, are affected by any existing or future City regulations governing: (1) the right to maintain, repair, replace or relocate, (2) placement (including but not limited to setbacks and other locational criteria), (3) size, (4) height, (5) orientation, (6) the Billboards as appropriate or permissible land uses, (7) physical structure of the Billboard; (8) the use of the Billboard for the display of commercial and noncommercial messages; and (9) the use of automatic changeable facing (subject to compliance by Outfront with the terms of this Amended and Restated Settlement Agreement). Notwithstanding the foregoing, it is expressly understood and agreed that nothing

contained herein is intended or shall be construed to limit in any way or otherwise affect the City's right and/or ability to regulate signage other than billboards.

17. Court Approval. The City and Outfront agree to jointly request entry of a final order in the State Court Lawsuit approving and incorporating the terms of this Amended and Restated Settlement Agreement, and retaining jurisdiction for the purposes of interpreting, enforcing and implementing the terms and conditions hereof for a period of 5 years from the Effective Date. It is the intent of the City and Outfront that this Amended and Restated Settlement Agreement shall, to the extent permitted by law, remain in full force and effect, governing the responsibilities and obligations of the parties, in perpetuity. In the event it is determined by a court of competent jurisdiction or administrative agency that the intended perpetual term is unlawful or unenforceable for any reason, the City and Outfront stipulate and agree that the term of this Amended and Restated Settlement Agreement shall be reduced to ninety-nine (99) years from and after the Effective Date. If there is an adjudication, decree, stipulation, decision or order in any court or administrative agency adversely affecting the validity or enforceability of this Amended and Restated Settlement Agreement, either the City or Outfront may elect to revive and reinstate the Settlement Agreement attached hereto as **Exhibit A**, which shall from that point forward govern the responsibilities and obligations of the parties in perpetuity.

18. Default. In the event any party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Amended and Restated Settlement Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party or parties timely cure the default, the default shall be deemed waived and this Amended and Restated Settlement Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its/their remedies available at law or equity.

19. Disputes / Attorney's Fees. Each Party shall bear its own attorney's fees and costs, if any, incurred in implementing the terms of this Agreement. Any claims or disputes relating to or arising out of this Agreement or the interpretation hereof shall be submitted for

resolution to a court of competent jurisdiction. The prevailing party in any dispute relating to or arising out of this Agreement, or the interpretation hereof, shall be entitled to recover from the non-prevailing party all legal fees incurred in connection therewith, both pre-suit and at all trial and appellate levels, including, but not limited to, attorney's fees, paralegal fees, court costs, expert fees and costs, travel costs and expenses for legal counsel, and all other out-of-pocket costs and expenses whatsoever, whether or not commonly recognized as a taxable costs, and further including any attorney's fees and costs incurred in establishing the amount of such award. Venue for any action relating to or arising out of this Agreement shall be in Broward County, Florida, to the exclusion of any and all other venue.

20. Controlling Law and Venue. This Amended and Restated Settlement Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding relating to or arising out of this Amended and Restated Settlement Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue.

21. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Amended and Restated Settlement Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Amended and Restated Settlement Agreement.

22. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Amended and Restated Settlement Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

23. Release of Claims. Outfront waives and hereby releases the City from and against any and all claims for compensation or other reimbursement which it may have as a result of any provisions of Section 70.20, Florida Statutes, or the provisions of any other statute or under common law, except as otherwise provided herein. Similarly, the City waives and releases Outfront from and against any and all claims for defense, indemnification or compensation, for

or in connection with the installation, maintenance and/or operation of any automatic changeable faces installed or operated by Outfront pursuant to this Amended and Restated Settlement Agreement.

24. Successors and Assigns. The burdens of this Amended and Restated Settlement Agreement shall be binding upon, and the benefits of this Amended and Restated Settlement Agreement shall inure to, all successors in interest to the parties to this Amended and Restated Settlement Agreement. Except as expressly provided below, Outfront shall not assign this Amended and Restated Settlement Agreement, or any part thereof, to any third party without the prior written approval of the City. Notwithstanding the foregoing, Outfront may freely assign, without prior City approval, this Amended and Restated Settlement Agreement, or any rights of Outfront hereunder, to an entity that controls, is controlled by or under common control with Outfront, or to a party who purchases title to any Billboard covered by this Amended and Restated Settlement Agreement. In the event of any such assignment, the assignee(s) shall execute an agreement to be bound by the terms and conditions of this Amended and Restated Settlement Agreement. Nothing contained herein shall preclude Outfront from collaterally assigning its interests under this Amended and Restated Settlement Agreement to an established financial institution in connection with a bona fide loan transaction.

Notwithstanding the foregoing, Outfront may assign the right to install, operate and maintain one (1) automatic changeable face to Clear Channel Outdoor, provided Clear Channel shall remove one double-face, surface street billboard currently being operated and maintained within the City, and shall pay the City the Annual LED Fee in accordance with Paragraph 10 above.

25. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Amended and Restated Settlement Agreement.

26. Construction. The provisions of this Amended and Restated Settlement Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Amended and Restated Settlement Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly

chosen not to do so. This Amended and Restated Settlement Agreement has been negotiated by the City and Outfront, and this Amended and Restated Settlement Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally.

27. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Amended and Restated Settlement Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Amended and Restated Settlement Agreement in any third party. Similarly, it is understood and agreed that this Agreement is in no way intended, nor should it be construed, to affect any existing contracts or agreements to which the City is a party, whether with Outfront or any other person or entity, including, but not limited to, any agreements relating to the display of LED advertisements on City parking meters, which agreements are expressly excluded from the scope or intent of this Agreement.

28. Billboards Erected on City-Owned Property. In the event that Outfront shall desire to construct and operate, and the City shall desire to permit such construction and operation of, a New Permitted Billboard on City-owned property, Outfront and the City will enter into a separate written agreement (“Ground Lease”) regarding same. In the event the term of any such Ground Lease exceeds one (1) year, Outfront understands that the City will be required to follow its normal RFP procedures before entering into any such agreement.

29. Counterparts. This Amended and Restated Settlement Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

30. Complete Understanding. This Amended and Restated Settlement Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto (if any), constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Amended and Restated Settlement Agreement.

31. Amendment. The parties may amend this Amended and Restated Settlement Agreement only by a written instrument signed by each of the parties. There cannot be any

waiver, variation, modification, amendment or change to the terms of this Amended and Restated Settlement Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Amended and Restated Settlement Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

32. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS OR THIRD PARTY CLAIMS) RELATING TO OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE PARTIES HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF THE OTHER PARTY, NOR ATTORNEY FOR THE OTHER PARTY, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SAID PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE PARTIES EACH ACKNOWLEDGE THAT IT/THEY HAS/HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF FORT LAUDERDALE

BY: _____
Dean J. Trantalis, Mayor

BY: _____
Christopher J. Lagerbloom,
City Manager

ATTEST:

BY: _____
Jeff Modarelli, City Clerk

APPROVED AS TO FORM:

BY: _____
Alain E. Boileau, City Attorney

OUTFRONT MEDIA LLC

Witnesses:

BY: _____

Its: _____

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

NATIONAL ADVERTISING COMPANY,
Appellant,

CASE NO. 92-4750

v.

SETTLEMENT AGREEMENT

CITY OF FORT LAUDERDALE,
Appellee.

WHEREAS, National Advertising Company ("Company"), filed a complaint herein alleging inter alia that Ordinances of the City of Fort Lauderdale ("City"), violated certain provisions of the United States Constitution with respect to the construction and maintenance of outdoor advertising structures ("Billboards") within the City; and

WHEREAS, those matters were litigated between the Company and the City which resulted in a Final Order of Declaratory Judgment entered on July 9, 1992; and

WHEREAS, that Judgment was appealed in the United States Court of Appeals for the Eleventh Circuit; and

WHEREAS, on October 26, 1993, the United States Court of Appeals for the Eleventh Circuit entered its Per curiam Order in favor of the Company finding that the Company was entitled to the issuance of building permits for the construction of signs in the City because the then existing sign regulations were void; and

WHEREAS, the purpose of this Settlement Agreement is to settle those claims raised by the Company in the described litigation; and

WHEREAS, the Order of the United States Court of Appeals for the Eleventh Circuit, the Settlement Agreement and subsequent Order of the District Court create certain rights to maintain, repair, replace, construct and relocate billboards and also establish a basis for the Company's reliance and subsequent action; and

WHEREAS, the Company has agreed as part of this Settlement to reduce by ten (10) the total number of billboards it would otherwise be entitled to construct and maintain in the City, even though such action significantly and adversely affects the revenues derived from its business; and

WHEREAS, approval of this Settlement Agreement by the City Commission was undertaken pursuant to its authority to recognize the property rights of the Company and does not constitute an amendment to or revision of existing land development regulations; and

WHEREAS, the Company has alleged that it has incurred substantial attorneys' fees throughout the pendency of the litigation in both the United States Court of Appeals for the Eleventh Circuit and the District Court for the Southern District of Florida; and

WHEREAS, the Company claims to have experienced a significant loss of business due to the City's refusal to allow construction of the described signs; and

WHEREAS, notwithstanding the foregoing, the Company and the City have agreed to enter into this Settlement Agreement for the purposes of:

- A. Settling their disputes;
- B. Providing for limitations on the total number of Billboards that may be maintained by the Company within the City;
- C. Providing for the construction and maintenance of such Billboards in the future, pursuant to the provisions of this Agreement; and
- D. Establishing standards governing relocation and replacement of Billboards;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein do agree as follows:

1. The foregoing recitals, including all findings of fact and conclusions of law, are hereby incorporated into and made a part of this Settlement Agreement.

2. Definitions. For the purposes of this Agreement the following terms shall be defined as set forth herein:

A. "Billboard" shall mean a Billboard and its attached Billboard faces.

B. "Billboard Location" shall mean an area within a radius of 100 feet from the location of any Existing Billboard.

C. "Billboard Structure" shall mean the structural framework which supports a Billboard face.

D. "Existing Billboard" - A Billboard listed on Exhibit "A" attached hereto.

E. "New Permitted Billboards" - A Billboard located in a Commercial or Industrial Zone subject to the limitations contained in this Agreement.

F. "City" means the incorporated areas of the City of Fort Lauderdale now or as they hereinafter may exist.

G. "Commercial or Industrial Zone" means an area within 660 feet of the nearest edge of the right-of-way of the Interstate Highway System and zoned for commercial or industrial uses or otherwise qualified by Florida Statute 479 as a Commercial or Industrial area.

H. "Interstate Highway System" means the existing, unbuilt, or unopened system of highways or portions thereof designated by appropriate agencies as the National Highway System of Interstate and Defense Highways or such other replacement term as may be created in the future, thereof carrying the same meaning. It is the intention of the parties that the highways currently named I-95 and I-595 shall always be included in this Interstate Highway System notwithstanding future changes in the designation applicable to these highways.

3. The Company currently has Existing Billboards or New Permitted Billboards for a total of 33 locations within the City. From and after the date hereof, the Company shall be permitted a total of 23 billboard locations within the City. All New Permitted Billboards shall be located anywhere in a Commercial or Industrial Zone along the Interstate Highway System as defined herein and may be relocated at anytime to other locations along the Interstate

Highway System. At no time shall the combined total of New Permitted Billboards and Existing Billboards that are subject to this agreement exceed a total of 23 from and after the date hereof. When a New Permitted Billboard is erected, which causes the total number of Billboards to reach 23, one of the Existing Billboards listed on attached Exhibit "A" shall be removed.

4. The parties hereto recognize that this Agreement constitutes a legitimate compromise of conflicting claims and interests and that in the litigation brought by the Company, the Court of Appeals for the Eleventh Circuit has determined that there was a void in Fort Lauderdale's zoning ordinance dealing with the erection of Billboards when the Company applied for the Billboard permits; and, as a consequence, Fort Lauderdale would not be subverting the zoning procedures or building standards set forth in its ordinances by authorizing the Company to erect, maintain, repair, replace and relocate its Billboard structures in accordance with this Agreement.

5. No Billboard may be erected in a Special Commercial or Industrial Exclusion Zone. Special Commercial Exclusion Zone is defined to be an area at the intersection of either Broward Boulevard and Interstate 95 or Sunrise Boulevard and Interstate 95 in a distance 500 feet north and south of the center line of those intersections along the Interstate Highway.

6. An Existing Billboard may be rebuilt, reconstructed or repaired at a Billboard Location but may not be increased in size of faces or the number of faces. Building standards for these

activities shall be governed by the South Florida Building Code. All other standards for Billboards, including but not limited to those factors described in paragraph 11, (1), (2), (3), (4), (5), (6) and (8) below, shall be governed by Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code.

7. Building standards for New Permitted Billboards, shall be governed by the South Florida Building Code. All other standards for Billboards, including but not limited to those factors described in paragraph 11, (1), (2), (3), (4), (5), (6) and (8) below, shall be governed by Chapter 479, Florida Statutes, and Chapter 14-10, Florida Administrative Code. New Permitted Billboards may be rebuilt, reconstructed or repaired in accordance with the building standards contained in the South Florida Building Code.

8. Except as stated below, the following Billboards shall ~~not be subject to this Agreement or counted to arrive at the total~~ number of Billboards permitted herein:

A. Billboards owned by the Company located on property annexed into the City after the date of this agreement.

B. Billboards acquired by the Company after the date of this agreement from a third party that are legally in existence in the City.

C. Billboards owned by the Company not listed in Exhibit "A" because of errors in preparation of the inventory.

D. Billboards described in A, B and C above may be subject to this Agreement if, at any time, the Company has les

than 23 total Billboards. If the Company elects to include signs described in A, B, and C, at no time shall there be more than 23 Billboards subject to the conditions of this Agreement. The City and the Company recognize that the total number of legally existing signs owned by the Company within the City may fluctuate.

9. Except as provided in paragraph 12, the Company will waive its claim for attorney's fees and business damages in the litigation referred to herein. Provided, however, that neither the City nor the Company shall be deemed to have waived or abandoned any right to seek specific performance or otherwise enforce the terms, conditions and limitations of this Agreement.

10. The City shall facilitate and process in five (5) working days any and all complete applications relating to the construction, reconstruction, repair, or replacement of Billboards. A permit application shall be deemed complete if it includes the ~~standard building permit information and is accompanied by~~ engineering plans sealed by an engineer registered in the State of Florida. The parties recognize that the review and processing of permits shall be subject to fees calculated to reasonably offset the administrative cost to review.

11. The City covenants that it shall not sue or otherwise bring any enforcement action against the Company in connection with its Billboards covered by this agreement, insofar as those Billboards, and the specific rights granted herein to maintain, repair, replace, or relocate said Billboards, are affected by any existing or additional regulations governing (1) the right to

maintain, repair, replace or relocate, (2) placement (including but not limited to setbacks and other locational criteria), (3) size, (4) height, (5) orientation, (6) the Billboards as appropriate or permissible land uses, (7) physical structure of the Billboard; and (8) the use of the Billboard for the display of commercial and noncommercial messages.

12. The parties agree to jointly request that the Court incorporate the terms of this Agreement into its order and retain jurisdiction over this matter for the purposes of interpreting, enforcing and implementing the terms and conditions hereof for a period of 5 years from the date of entry of its order. Notwithstanding time limitations imposed by the Court in its order concerning jurisdiction, this Agreement shall be effective upon execution by all parties identified herein and shall, to the extent permitted by law, remain in full force and effect, governing the ~~responsibilities and obligations of the parties in perpetuity.~~ If there is an adjudication, decree, stipulation, decision or order in any court or administrative agency adversely affecting the validity or enforceability of the Agreement or District Court order or the District Court does not incorporate the terms of this Agreement into its order and retain jurisdiction over this matter, the Company and the City may each separately elect to exercise their rights as they existed prior to execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF FORT LAUDERDALE

BY: _____

Mayor

ATTEST: _____

BY: _____

City Clerk

APPROVED: _____

BY: _____

City Attorney

NATIONAL ADVERTISING COMPANY

BY: _____

Its: _____

Print Name

Print Name

37347-2
TFA-170488.7

EXHIBIT "A"

EXISTING SIGNS IN THE CITY OF FT. LAUDERDALE

SIZE OF FACES	# OF FACES	EXACT LOCATION DESCRIPTION	LEGAL DESCRIPTION	STATE PERMIT
10x32	2	N/S Davie Blvd. 1/10 E/O US-441	Lot 24 Bk 7 Bryn Park Sub PB8-45	Not Required
14x48	2	N/S Sunrise at N.W. 15th Avenue	Lot 8 BKA Lauderdale plat PB24,46	AL-371-10 AL-376-10
14x48	2	N/S SR-84 at Andrews Avenue	Sec15TS0R42 Lot 11BRK28 Croissant PB4- PG28	AC-144-12 AC-145-12
12x44	2	S/S SR-84, 2/10 mile E/O I-95	Sec21, T5Q, R42 E193.21 tract 23 F.A. Barretts W363.21 Sub PBL-PG46	AC-143-10 AM-621-10
14x48	2	W/S New US-1 1800' S/O SR-84 (E/S Old US-1 1800' S/O SR-84)	N20W/SL2NE1/4SE1/4NE1/4E0/US1Sec27TS0R 42	HG-650-35 BC-651-35
10x40	2	S/S SR-84, Approximately 400' W/O US-1	Lot11-27 81 3 Midway Sec PB963Croissant Park	965-10 AM-888-10
12x40	2	W/S US-1, 100' S/O SR-84	Lots 5-8 B13 Midway Sec PB963 Croissant Park	BC-645-35 AM-622-10
14x48	1	S/S Flagler at East 4th Avenue	Lot 29 B12S5 Progresso Sub PB2-77	Not Required
10x32	1	W/S I-95, 1000' N/O Commercial	RR 628 N of MRP SX1007	BD-456-35
10x32	1	W/S I-95, 2500' N/O Commercial	RR 125' N of MRP SX1007	BD-458-35
10x32	1	W/S I-95, 2000' N/O Commercial	RR 830' S of MRP SX1007	BD-457-35
12x44	1	W/S Powerline N/O Commercial	Parcel 21 Pine Ridge Acres PH28 Pg 3	BD-336-35
10x40	2	W/S Powerline at 53rd Court N/O Commercial (Removed: 12/30/93)	Parcel 7 Pine Ridge Acres PH28 Pg 3	7184-10 6945-10

FT. LAUDERDALE INVENTORY

5-30-2008

LEASE

Signs Remaining from Exhibit A": Existing Billboards in the City of Fort Lauderdale

- | | | |
|----|-----------|--|
| 1. | 47425/26L | North side Sunrise at NW 15th Ave. |
| 2. | 04641/42B | North side SR-84, 1000' west of Andrews Ave. |
| 3. | 04690/91B | West side US-1, .3 miles south of SR-84 |

New Permitted Billboards

- | | | |
|-----|-----------|---|
| 1. | 48137/38B | North side I-595, .8 miles east of I-95 |
| 2. | 48165/66B | North side I-595, 1.6 miles east of I-95 |
| 3. | 49397/98B | North side I-595, .7 miles east of I-95 |
| 4. | 49378/79B | North side I-595, 1000' west of US-1 |
| 5. | 49249/50B | West side I-95, .6 miles north of Broward Blvd. |
| 6. | 49259B | West side I-95, .2 miles north of Broward Blvd. |
| 7. | 49261/62B | West side I-95, .5 miles south of Broward Blvd. |
| 8. | 49305/06B | West side I-95, 1700' north of Commercial Blvd. |
| 9. | 48123/24B | West side I-95, .3 miles south of Davie Blvd. |
| 10. | 49251/52B | West side I-95, .5 miles north of I-595 |
| 11. | 49429/30B | East side I-95, 2000' north of I-595 |
| 12. | 49257/58B | East side I-95, 1.2 miles south of Oakland Park Blvd. |
| 13. | 48061/62B | West side I-95, .5 miles north of Sunrise Blvd. |
| 14. | 49253/54B | West side I-95, .3 miles south of Sunrise Blvd. |
| 15. | 49255/56B | East side I-95, .3 miles south of Sunrise Blvd. |
| 16. | 49799/80B | East side I-95, 2000' south of Cypress Creek Rd. |
| 17. | 360151/52 | West side I-95, 75' north of Davie Blvd. |
| 18. | 48724/25B | West side I-95, 700' south of Cypress Creek Rd. |
| 19. | 49437/38B | East side I-95, 100' north of SR-84 |

	TOTAL
Exhibit A"; Existing Billboards in the City of Fort Lauderdale	3
New Permitted Billboards,	19

Combined Total of New Permitted Billboards and Existing Billboards: 22

New Permitted Billboard Credits: 1

EXHIBIT B



EXISTING BILLBOARDS

<u>Reference #</u>	<u>Lease #</u>	<u>Sign / Location Description</u>
1	912963	NS SUNRISE BLVD W/O NW 15 TH AVE
2	912871	NS SR84 300' W/O ANDREWS AVE
3	912874	WS US1 1600' S/O SR84
4	913409	NS I-595 .8 MILES E/O I95
5	913051	NS I-595 1.6 MILES E/O I95
6	918434	NS I-595 .7 MILES E/O I95
7	978784	NS I-595 1000' W/O US-1
8	917939	WS I-595 3100' N/O BROWARD BLVD
9	917957	WS I-595 1050' N/O BROWARD BLVD
10	917958	WS I-95 2600' S/O BROWARD BLVD
11	918166	WS I-95 1700' N/O COMMERCIAL BLVD
12	913048	WS I-95 1580' S/O DAVID BLVD
13	917940	WS I-95 2600' N/O I-595
14	918550	ES I-95 2000' N/O I-595
15	917943	ES I-95 6300' S/O OAKLAND PARK BLVD
16	913023	WS I-95 2600' N/O SUNRISE BLVD
17	917941	WS I-95 1050' S/O SUNRISE BLVD
18	917942	SS I-95 1500' E/O SUNRISE BLVD
19	913167	ES I-95 2600' S/O CYPRESS ROAD
20	702	WS I-95 75' N/O DAVIE BLVD
21	918675	WS I-95 700' S/O CYPRESS CREEK

AMENDED AND RESTATED SETTLEMENT AGREEMENT - EXHIBIT "B"

22 ¹	913108	WS I-95 2000' N/O SR-84
23	*****	*****

¹ Annexed Billboard added to scope of Amended and Restated Settlement Agreement pursuant to Paragraph 13(E).

EXHIBIT C



ANNEXED BILLBOARDS

<u>Reference #</u>	<u>Lease #</u>	<u>Sign / Location Description</u>
1	615	NS CYPRESS CREEK 2600' E/O I-95
2	912928	NS CYPRESS CREEK 3600' E/O I-95
3	912988	NS SR84 2 MILES E/O US 441

EXHIBIT D



SURFACE STREET BILLBOARDS

<u>Reference #</u>	<u>Lease #</u>	<u>Sign / Location Description</u>
1	912963	NS SUNRISE BLVD W/O NW 15 TH AVE
2	912871	NS SR84 300' W/O ANDREWS AVE
3	912874	WS US1 1600' S/O SR84
4	615	NS CYPRESS CREEK 2600' E/O I-95
5	912928	NS CYPRESS CREEK 3600' E/O I-95
6	912988	NS SR84 2 MILES E/O US 441

EXHIBIT E



Outdoor Advertising Association of America

Recommended Brightness Guidelines

A. OAAA Guidelines: The OAAA recommended brightness criteria for digital billboards is as follows:

- Light produced by a digital billboard should not exceed 0.3 Footcandles over ambient light levels.
- Measurement should be taken utilizing a Footcandle meter from the following distances (perpendicular to the face of the digital billboard):

Posters: 150 feet	10'6x36 Bulletins: 200 feet
14x48 Bulletins: 250 feet	20x60 Bulletins: 350 feet

The measurement distances are based on the average minimum viewing distances for each type of billboard.

- Digital billboards must have automatic dimming capability.

B. Basis for the Guidelines. These guidelines are based on recommendations by lighting expert Dr. Ian Lewin, Lighting Sciences Inc. (Scottsdale, AZ), in a March, 2008 report to the OAAA. Dr. Lewin developed brightness criteria to meet the following general guidelines:

- **Appropriately Legible Copy.** Digital advertising copy is appropriately legible and not overly bright.
- **Simplicity.** Provide a guideline that can be easily implemented and enforced. Measurement of the ambient light level of the sign on and off is conducted by a footcandle meter. If the difference in measurements is less than 0.3 footcandles, the digital billboard is in compliance.
- **Established Guidelines.** The criteria are based on established scientific methodology and established industry standards from the Illuminating Engineering Society of North America (IESNA) publication TM-11-00 "light trespass" theory which is an accepted standard in the lighting industry.
- **Flexibility.** Ensure proper brightness levels in a variety of lighting environments.

C. Additional Issues/Clarification

- **Automatic Dimming Capability.** A digital billboard must be able to automatically adjust as ambient light levels change. An automatic light sensing device (such as photocell or similar technology) should be utilized for adjusting the digital billboard's brightness. Sunset-sunrise tables and manual methods of controlling brightness are not acceptable as a primary means of controlling brightness.
- **Brightness Measurement Methodology.** The brightness standard requires the use of a Footcandle meter (also known as a "Lux meter"; ~\$100-1000). A Footcandle meter measures the amount of light arriving at the meter (illuminance), as opposed to an absolute measurement of the amount of light emanating from a light source or light sources (luminance). A Footcandle is a measure of lumens (light rays) that fall on one square foot area; Lux is the metric equivalent of a Footcandle.

In contrast, a Candela Meter / NIT Gun (~\$3,000) measures the amount of light emanating from a specific light source (luminance). A NIT gun measures candelas (a measure of luminance or brightness) per meter squared (also known as "NITS"), which is a measure of the brightness emanating from a specific light source. It excludes ambient light (which may include light from many sources) from the measurement. Standard NIT levels and/or utilization of a NIT gun are not a part of the OAAA recommended brightness guideline.