

**FIRST AMENDMENT TO BILLBOARD LICENSE AGREEMENT  
BETWEEN BROWARD COUNTY AND OUTFRONT MEDIA LLC**

This First Amendment ("First Amendment") to the Billboard License Agreement Between Broward County and CBS Outdoor, LLC, is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Outfront Media LLC, a Delaware limited liability company, f/k/a CBS Outdoor LLC, authorized to do business in the State of Florida ("Licensee") (collectively the "Parties"), and is effective as of the date that it is fully executed by the Parties ("Effective Date").

RECITALS

A. On April 22, 2014, the Parties entered into a Billboard License Agreement Between Broward County and CBS Outdoor, LLC ("Agreement") with respect to the nonexclusive privilege to install, maintain, operate, repair, replace, and remove a billboard, including related facilities, improvements, and appurtenances thereto, located on the Licensed Property (together, the "Airport Billboard") at Fort Lauderdale-Hollywood International Airport ("Airport").

B. On November 25, 2014, Licensee filed an amendment to its certificate of authority to transact business in the State of Florida and changed its name from CBS Outdoor LLC to Outfront Media LLC. Licensee stipulates that Outfront Media LLC is fully responsible for all duties and obligations of CBS Outdoor LLC set forth in the Agreement, and the Parties agree that all references in the Agreement to CBS Outdoor LLC refer to Outfront Media LLC.

C. The Parties now desire to amend the Agreement to extend the term, modify the compensation to County, and to permit the Licensee to upgrade the southern panel of the Airport Billboard to a digital panel.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Throughout this First Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.
2. Article IV of the Agreement is hereby revised to read as follows:
  - 4.2 This Agreement shall terminate, and the "Termination Date" of this Agreement shall occur, on the earlier date to occur of: (a) on April 30, ~~2019~~ 2028, or (b) such other date of termination as established by applicable provisions of this Agreement. Notwithstanding the foregoing, in the event that the Improvement, as hereinafter defined, is not completed prior to the Completion Date, as hereinafter defined, this Agreement shall end on April 30, 2019, or earlier as provided in this Agreement.
3. Section 5.1 of the Agreement is hereby revised to add the following:

- 5.1 The Airport Billboard shall be designed, constructed, installed, replaced, operated, repaired and maintained in accordance with all applicable laws, rules, regulations and codes. In connection with the construction, installation, maintenance, repair, replacement and operation of the Airport Billboard, Licensee shall be responsible for obtaining all necessary governmental permits and approvals, including but not limited to approval and permits from the Florida Department of Transportation ("FDOT"), the Federal Aviation Administration ("FAA") and the Broward County Aviation Department ("Aviation Department").

Licensee shall maintain the Airport Billboard in good and workmanlike condition at all times. In the event County, through its Aviation Department's Business and Property Management Division, determines in its sole discretion that a deficiency in maintenance of the Airport Billboard exists, County shall provide written notice to Licensee. After receipt of the written notice of deficiency, Licensee shall correct the deficiency promptly and expeditiously.

4. The Agreement is amended to add a new Section 5.12 as follows:

5.12 Licensee is authorized, subject to all requirements of Article 5 of the Agreement, to upgrade the southern panel of the Airport Billboard to a digital panel (the "Improvement"). Following the proper completion of the Improvement, the Airport Billboard shall include the Improvement and any and all sign(s), structure(s), improvements, and appurtenances thereto placed on the Licensed Property by or for Licensee, its agent, or predecessor, and any and all permits related thereto are and shall at all times remain the property of Licensee. The Improvement must be completed within nine (9) months after the date of complete execution of the First Amendment to the Agreement (the "Completion Date"). If the Improvement is not completed on or before to the Completion Date, then the Agreement shall terminate in accordance with Section 4.2, or earlier as provided in this Agreement.

5. Article XI of the Agreement is hereby deleted in its entirety and replaced with the following:

11.1 Licensee shall at all times hereafter indemnify, hold harmless, and defend the County and all of the County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from the County, defend each Indemnified Party against each such Claim by

counsel satisfactory to the County or, at the County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Aviation Department and the County Attorney, any sums due Licensee under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

6. Section 13.1 of the Agreement is hereby revised to read as follows:

13.1 Licensee shall pay County annual fees ("Billboard Fees") for the non-exclusive right to construct, operate, and maintain the Airport Billboard at the Licensed Property in an amount equal to the greater of twenty-five percent (25%) of annual Gross Revenues from the Airport Billboard ("Gross Revenues Portion") or a Minimum Annual Guarantee of Thirty Two Thousand Four Hundred Fifty Nine and 68/100 Dollars (\$32,459.68) (the "MAG"), together with applicable sales taxes. Licensee shall make equal monthly installment payments of the MAG to the County ("Monthly MAG Payments"), together with applicable sales taxes. The Monthly MAG Payments shall be paid in advance, without billing, on the first (1st) day of each month throughout the License Term of this Agreement, commencing on the Commencement Date.

Commencing on the first (1<sup>st</sup>) day of the month following the Completion Date, the MAG shall be adjusted for the remainder of that Yearly Period to a rate of Eighty Thousand and 00/100 Dollars (\$80,000.00) per Yearly Period, together with applicable sales taxes, and Licensee shall make equal monthly installment payments of the revised MAG to the County, together with applicable sales taxes, in advance, without billing, on the first (1st) day of each month throughout the remainder of that Yearly Period. The revised MAG shall be utilized for the purposes of calculating the next adjustment to the MAG pursuant to Section 13.2(a).

7. The Agreement is amended to add a new Section 13.10 as follows:

13.10 During the Term of this Agreement, to the extent permissible under applicable laws, rules, and regulations, Licensee shall display advertisements promoting the Airport (the "County Copy") on the Improvement on a space available basis (the "Display Time") provided that: (i) all proposed designs, content, and creative material for the County Copy are submitted to Licensee not less than ten (10) business days prior to the date on which the County Copy is to be displayed on the Airport Billboard; and (ii) all proposed designs, content, and creative material for the County Copy are subject to Licensee's review and approval. County agrees that the County Copy will be limited to the promotion of Airport activities, including, but not limited to, parking availability, way-finding, and other Airport

related information. In no event shall the County be permitted to give, sell, trade, barter, or exchange the Display Time with any third party. Licensee shall be permitted to remove the County Copy upon commencement of any paid display under a paying advertising contract. County hereby agrees that it shall be solely responsible for the content of all County Copy and, to the extent permitted by law and without waiving any rights of sovereign immunity, County hereby agrees to indemnify, defend, and hold harmless Licensee against any and all claims, liabilities, losses, damages, fees, and expenses to the extent arising out of or in connection with the County Copy, including but not limited, to any claim for defamation or infringement of any copyright, trademark, or other intellectual property or privacy right.

8. Article XVIII of the Agreement is hereby deleted in its entirety and replaced with the following:

18.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, LICENSEE AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9. Exhibits A and D of the Agreement are hereby deleted in their entirety and replaced with revised Exhibits A and D attached hereto.

10. Licensee acknowledges that, through the date hereof, it has no claims against the County with respect to any of the matters covered by the Agreement, as amended hereby, and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended hereby.

11. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the parties hereto hereby agree that this First Amendment shall control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

12. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. The term "Existing Billboard" as used in revised Exhibit A shall mean the "Airport Billboard" existing at the time of execution of this Amendment. The term "Existing Licensed Area" as used in revised Exhibit A shall mean the "Licensed Property."

13. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

14. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Amendment.

15. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**FIRST AMENDMENT TO BILLBOARD LICENSE AGREEMENT  
BETWEEN BROWARD COUNTY AND OUTFRONT MEDIA LLC**

IN WITNESS WHEREOF, the parties hereto have made and executed this FIRST AMENDMENT to BILLBOARD LICENSE AGREEMENT: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and OUTFRONT MEDIA LLC, signing by and through its General Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

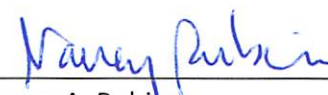
By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

Insurance requirements approved by  
Broward County Risk Management Division

By  \_\_\_\_\_  
Tracy Meyer, Esq. (Date) 8-21-18  
Risk Insurance and Contracts Manager

By  \_\_\_\_\_ 8/21/18  
Nancy A. Rubin (Date)  
Assistant County Attorney

By  \_\_\_\_\_ 8/21/18  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

NAR/ch  
1st Amdmt to Billboard License Agreement  
07-23-18  
80071.0042

LICENSEE

OUTFRONT MEDIA LLC

ATTEST:

Rosa M. Janzi

Secretary

By: [Signature]

Title: General Manager

7<sup>th</sup> day of August, 2018

(CORPORATE SEAL)

WITNESS:

[Signature]

[Signature]





EXHIBIT D



Federal Aviation Administration

June 11, 2018

TO:  
BROWARD COUNTY AVIATION  
DEPARTMENT  
Attn: WILLIAM CASTILLO  
2200 SW 45TH STREET  
SUITE 101  
DANIA BEACH, FL 33312  
WCASTILLO@BROWARD.ORG

CC:  
BROWARD COUNTY AVIATION  
DEPARTMENT  
Attn: KEN COUTAIN JR  
2200 SW 45TH STREET  
SUITE 101  
DANIA BEACH, FL 33312  
KCOUTAIN@BROWARD.ORG

RE: (See attached Table 1 for referenced case(s))  
\*\*FINAL DETERMINATION\*\*

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2018-ASO-1541-NRA		FORT LAUDERDALE,FL	26-04-11.66N	80-09-56.01W	38	45
2018-ASO-1542-NRA		FORT LAUDERDALE,FL	26-04-11.25N	80-09-55.92W	38	45
2018-ASO-1543-NRA		FORT LAUDERDALE,FL	26-04-11.17N	80-09-56.52W	38	45
2018-ASO-1544-NRA		FORT LAUDERDALE,FL	26-04-11.46N	80-09-56.56W	38	45

Description: The Broward County Aviation Department is submitting a 7460-1 Notice of Proposed Alteration for Outfront Media LLC. This proposal calls for the renovation of the existing

We do not object with conditions to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

COMMENTS FROM FAA AIR TRAFFIC/FACILITIES:

Air Traffic Control Tower (ATCT) concurs with the following caveat:

If illumination of the sign results in a pilot complaint which would imply the sign is a hazard or distraction to aircraft navigation into or out of FLL, the owner/operator will immediately take corrective action to shield the sign, dim the sign or discontinue use of the sign so as to eliminate this hazard.

COMMENTS FROM FAA AIR TRAFFIC OPERATIONAL SUPPORT GROUP (AT-OSG):

OSG agrees to the project with the following caveats; if illumination of the sign results in any pilot complaints which would imply the sign is a hazard to aircraft navigation into or out of FLL the operator will immediately take corrective action to shield the sign, dim the sign or discontinue use of the sign so as to eliminate this hazard.

COMMENTS FROM FAA ORLANDO AIRPORTS DISTRICT OFFICE:

- Any complaints lodged with the FAA regarding impaired vision or ability to operate aircraft safely on landings or takeoffs will need to be addressed and mitigated by the airport sponsor.
- Local Air Traffic Manager or ATCT representative is coordinated with, invited to all meetings and any/all concerns are addressed / resolved.
- Local Tech Ops (SCC) representative is coordinated with, invited to all meetings and any/all concerns are addressed / resolved.
- A NOTAM is issued during the construction project alerting aircraft of possible hazards while operating on the airport. Airport manager issues all necessary NOTAMS.
- All RSA, ROFA, TSA and TOFA are clear of all personnel and equipment and no penetrations of the areas during construction.
- You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports during Construction."
- Comply with FAA AC 70/7460-1K, Obstruction Marking and Lighting. (Note that marking or lighting is only a recommendation should apply when a permanent or temporary object penetrates the FAR Part 77 Obstruction Standard Surfaces)
- AC 150/5210-5D, Painting, Marking and Lighting of vehicles used on an Airport must be met.
- Neither permanent structure(s) nor construction equipment can shadow or block view of any airport movement area from ATCT in any way.
- This permanent structure reviewed via this aeronautical study number is design in accordance with FAA AC 150/5300-13, Airport Design.

A separate notice to the FAA is required for any construction equipment, such as temporary cranes, whose working limits would exceed the height and lateral dimensions of your proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property

on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

When your Airport Layout Plan is updated, please include this new development. In the meantime, we will show this feature on your current ALP approved on 10/06/2017.

This determination expires on December 11, 2019 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for the completion of construction, or the date the FCC denies the application.

NOTE: Request for extension of the effective period of this determination must be obtained at least 15 days prior to expiration date specified in this letter.

If you have any questions concerning this determination contact Vernon Rupinta (407) 487-7228 [vernon.rupinta@faa.gov](mailto:vernon.rupinta@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-1541-NRA.

Vernon Rupinta  
Specialist  
Signature Control No: 360915021-367339530  
cc:  
Land-Use Manager, FDOT/Central Office