

THIS LICENSE AGREEMENT MADE THIS 3 DAY OF 24 IN THE YEAR 2015 (the "Effective Date")

BETWEEN:

BALTIMORE COUNTY, MARYLAND

(Hereinafter called the "COUNTY")

- And -

THE BENCH PRESS LTD

o/a CREATIVE OUTDOOR ADVERTISING

(Hereinafter called "COA")

WHEREAS COA is a corporation duly formed and validly existing under the laws of the State of Florida;

AND WHEREAS the COUNTY is a body corporate and politic, and a political subdivision of the State of Maryland;

AND WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked the COUNTY for the privilege of placing such street amenities on untraveled portions of public highways within the jurisdiction of the COUNTY in locations to be mutually agreed upon (collectively, the "Licensed Areas");

AND WHEREAS the COUNTY is willing to grant COA's request upon the terms and conditions hereinafter set forth.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement:

1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed within the Licensed Areas, such as integrated trash receptacles and recycling containers, as well as benches.

1.2. "**Amenities**" means: Heritage, MetroBin and Concourse integrated trash receptacles and recycling containers (where agreed upon), advertising faces, a mounting pad for each Amenity, and an area of 3

feet surrounding all visible vertical sides of each piece of Street Furniture. The parties agree that the style and design of the Amenities provided are to be approved by the COUNTY in advance.

1.3. "Advertising Amenities " means the Amenities on which COA sells advertising space.

1.4. "COUNTY" means Baltimore County, Maryland, a body politic and corporate, and a political subdivision of the State of Maryland.

TERM

1.5. The term of this Agreement shall be 10 years commencing May 15, 2015 and ending May 15, 2025 (the "Original Term") unless terminated earlier pursuant to the terms of this Agreement.

1.6. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The COUNTY will not count the wait period towards this Agreement term.

1.7. Provided that COA is not in default, and has not otherwise been terminated, the contract will renew for successive 1 year terms (each a "Renewal Term") at the end of the Original Term unless the County elects not to renew.

1.8. The COUNTY agrees to provide COA with notice, in writing, of the intent NOT to renew this Agreement under the same terms and conditions, at least 1 year before the expiration of the Original Term. If said written notice is not provided, this Agreement will automatically renew for the period contained within 1.6.

1.9. Thereafter, in the absence of 1 year's written notice, this Agreement shall continue to renew each 12 months, for an additional 12 months, until such time as notice is issued.

INSTALLATIONS & MAINTENANCE

2. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the Amenity.

2.1. If any given location will require major reconfiguration to accommodate safe installation and movement of pedestrians to, from and around the Amenity, COA shall have the right, without any contractual consequences, to refuse installation at such sites due to unfeasible economical investment.

2.2. If the COUNTY requires a concrete mounting pad larger than 5' x 10', the COUNTY will be responsible for the cost of the additional concrete required.

2.3. If the COUNTY subsequently requires construction to occur at the location a COA mounting pad has been installed the COUNTY will be responsible for replacing the mounting pad, at the expense of the COUNTY.

- 2.4. COA shall ensure that the installation, and all maintenance and repair, of the Amenities is carried out in a proper and workmanlike manner and so as not to create hazards (including trip hazards) to utilities or the Licensed Areas and shall ensure the safety of pedestrians and the safe movement of vehicles.
3. COA shall conform to any environmental policies or recycling programs adopted by the federal or state governments or by the COUNTY prior to the term of this Agreement. The COUNTY will not reimburse COA for any costs associated with conforming to any such policies or programs. The COUNTY agrees to advise COA of any such proposed policies and programs prior to their consideration by County.
4. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the COUNTY.
5. COA shall be solely responsible for obtaining all authorizations, approvals and permits before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations, approvals and permits shall be deducted from revenue paid to the COUNTY.
6. COA shall maintain all Amenities in good repair and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:
 - 6.1. to keep the grass trimmed,
 - 6.2. to keep the Licensed Area free of debris,
 - 6.3. to keep the Amenities clean and free of graffiti, and
 - 6.4. to inspect Amenities for damage during regular maintenance and make arrangements for timely repair.

COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of 1.2 visits per week (1.2 times the total Amenities installed allocated Amenities by Amenities as required). If an Amenity requires more than 2 visits per week, COA shall have the right to remove the Amenity unless the COUNTY and COA reach a mutually agreeable alternative solution.
7. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of the COUNTY from injury or loss.
8. The COUNTY, during its regular removal of snow shall NOT leave or place accumulated snow between the COA street furniture and the street, nor shall the COUNTY leave or place the accumulated snow on the approaching side of the Street Furniture. COA will be responsible for removal of naturally falling snow from the Street Furniture during its scheduled visits. COA is NOT responsible for the removal of snow placed on or around the Amenity by the COUNTY and/or its snow removal contractors. In addition, the COUNTY agrees that it is responsible for the sanding and salting of the sidewalks and the area around the Street Furniture including the pad.

9. The COUNTY agrees to enforce applicable laws with regards to private plows pushing snow onto the COA pad and/or with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
10. THE COUNTY agrees to permit COA to install Amenities in the Licensed Areas under the following conditions:
 - 10.1. COA agrees to install Amenities only at locations that are mutually agreed upon by COA and the COUNTY.
 - 10.2. Either party may request sites anywhere in the COUNTY, but final approval of all sites rests with the COUNTY.
 - 10.3. Amenities cannot be placed within the traffic sight triangle.
11. Amenities must not interfere with the pedestrian right of way.
12. COA shall empty, remove and dispose of waste and recyclable material from the waste receptacles on a regular basis.
 - 12.1. COA will remove waste and recycling materials from the Amenities.
 - 12.2. The COUNTY shall not impose any fee for the necessary licenses for COA to collect waste and recyclable material from the Amenities on behalf of the COUNTY.
 - 12.3. The COUNTY shall permit COA to utilize its facilities at Eastern Sanitary Landfill in White Marsh, Central Acceptance Facility in Cockeysville, and Western Acceptance Facility in Halethorpe for trash and recycling drop-off.
 - 12.4. COA will deliver trash and recyclables to these facilities without cost or payment. Recyclables in plastic bags will not be accepted, however trash in plastic bags will be accepted.
13. It is acknowledged by the parties that, in the selection of each location for placement of Amenities, consideration will be given to the convenience of the public. COA agrees that the placement of Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the COUNTY, although COA has the right to refuse to install at any location. The COUNTY will permit installations at up to a 90 degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to citizens.
14. COA shall comply with all requirements of the COUNTY with respect to parking and street occupancy during all installations and maintenance of Amenities.

EMERGENCY REPAIR - MAINTENANCE

15. The COUNTY may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 24 hours after the giving of such notice, shall undertake the maintenance or repair required, at COA's sole expense.

16. The COUNTY may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the COUNTY's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity, at COA's sole expense, and to the satisfaction of the COUNTY. If COA does not respond within 24 hours, the COUNTY may repair and back charge COA for the actual cost of repair.

REMOVAL AND RELOCATION

17. COA acknowledges and agrees that the COUNTY shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of the COUNTY. COA agrees to remove or relocate any such Amenity within 48 hours of the COUNTY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity, at COA's sole cost and expense, and to the satisfaction of the COUNTY. In the event COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, the COUNTY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the COUNTY all costs incurred by the COUNTY for such work.

TRANSIT SHELTER PROXIMITY

18. COA may provide Amenities at sites where advertising transit shelters exist provided that the terms of this Agreement are adhered to by COA and that the COUNTY has approved such sites under the same approval criteria as all other sites.

18.1. The COUNTY will approve/decline any site requested by COA within 30 days of receiving a request. In the event that the COUNTY has not responded to a request within 30 days, the request shall be deemed denied, unless the COUNTY has requested an extension. Such requests/communications shall be delivered to the intended parties as per Clause 35.

OTHER ADVERTISING PRODUCTS

19. The COUNTY will not allow the placement of any other advertising products within a COUNTY right of way if such placement interferes with the visibility or accessibility of the Amenities.

19.1. The COUNTY will not allow the placement in any County right of way adjacent to a Licensed Area of any other advertising products or amenities that serve a similar purpose to the Amenity on such Licensed Area. These include, but are not limited to recycling containers or newspaper receptacles with third party advertising.

REVENUE, ACCOUNTING & AUDIT

20. COA shall pay to the COUNTY, during the Original Term and all Renewal Terms:

20.1. 12% of net advertising revenues for each installed Advertising Amenity (the "COUNTY Compensation").

21. COA shall pay the COUNTY Compensation in monthly installments to the COUNTY each and every month

commencing on the first month of this Agreement. This payment will be due within ninety (90) days following the completion of the month the payment relates to.

22. By April 30 of each year, COA shall, if so requested by the COUNTY , provide the COUNTY with financial statements satisfactory to the COUNTY showing the revenues received or receivable for all Advertising Amenities for the previous calendar year.
23. The COUNTY, its employees, or anyone designated by the COUNTY in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the revenues associated with the Advertising Amenities installed under this Agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the COUNTY.
24. In the event the audit, or review of the financial statements provided under Clause 22, indicates that COA underpaid the COUNTY Compensation, COA shall, within 10 days of written notice from the COUNTY, forward to the COUNTY any outstanding sums due.

EXCLUSIVITY

25. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided it is not in breach of this Agreement.

REGULATION OF ADVERTISING COPY/STANDARDS

26. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed, as determined by the COUNTY in its reasonable discretion. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in any laws of the federal government, the State of Maryland, or the COUNTY, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the American Code of Advertising Standards and with all laws. In addition, and not by way of limitation, advertisements shall not:

- 26.1. contain inaccurate or deceptive claims or statements;
- 26.2. present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- 26.3. present demeaning or derogatory portrayals of individuals or groups;
- 26.4. take a stand on controversial societal issues;
- 26.5. exploit violence or sexuality;
- 26.6. promote tobacco products, electronic cigarettes or vapes;
- 26.7. interfere with the operation of equipment of the provision of programs and services; and

- 26.8. violate or conflict with any existing COUNTY policies or any new policies which may be adopted.
27. COA shall remove any advertising that is deemed by the COUNTY in its sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of the COUNTY giving COA notice, failing which the COUNTY may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

28. COA agrees to make accessible to the COUNTY upon 30 days' written notice, 10% of the available Amenities during any month for use by the COUNTY, or its departments and agencies, free of charge, for public service messages or advertising for governmental purposes. COA will deduct the cost of designing, producing and supplying such public service messages or governmental advertising from the COUNTY monthly revenue. COA will be responsible for installation and removal of the advertising at COA's sole expense.
29. COA will add a COUNTY-requested logo (e.g., referencing a "Clean Green County"), of a design and size determined by mutual agreement of the parties, to each signature panel on each Amenity. In addition, where feasible and requested by the COUNTY, such a logo will be placed on the receptacles on each Amenity.

OWNERSHIP

30. COA shall retain full ownership of all Amenities.
31. Upon termination of this Agreement for any reason, including termination for convenience, all Amenities shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the Licensed Areas to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

32. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the COUNTY may, after having given written notice to COA of such default and which default is not corrected to the satisfaction of the COUNTY within 30 days of the notice being given, terminate this Agreement by giving 90 days' notice of termination in writing to COA and this Agreement shall be deemed to be terminated on the day specified in such notice. Upon such notice having been so delivered or sent, COA shall forthwith, at COA's entire expense, remove all Amenities and restore the Licensed Areas to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the COUNTY.
33. Where COA fails to remove any Amenity or to restore any Licensed Area as required by this Agreement at termination or as otherwise required, the COUNTY may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the COUNTY all reasonable costs incurred by the COUNTY for such work.
34. Either party may terminate this Agreement for convenience at any time and for any reason. The terminating party shall give the other party a minimum of 12 months' written notice in advance of the date of termination

for convenience. The terms of this Agreement shall remain in effect until the date of termination. Except as otherwise provided herein, the Agreement shall terminate upon the date set forth in the notice, and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement.

35. In the event of a termination for convenience by the COUNTY, the COUNTY shall not be liable to COA for anticipated profits. COA shall not perform any additional services following receipt of the notice of termination unless otherwise instructed in writing by the COUNTY. Upon termination of this agreement without cause, and subject to the following sentence, the COUNTY shall pay to COA \$16 per sq ft of concrete poured under this agreement (currently zero sq feet for MetroBin, 45 sq feet per Heritage), and \$250 per Metrobin and \$350 per Heritage placed on the street. These amounts are intended to compensate COA for the cost of installing the concrete, and for the costs of shipping, installing, and removing the amenities and shall be less a ten percent (10%) per year depreciation factor beginning the date of installation.

NOTICE

36. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by fax to:

To: Baltimore County, Maryland
Title: Director of Public Works
Address: 111 West Chesapeake Ave, Room 307
Towson, Maryland 21204
Email: publicworks@baltimorecountymd.gov

To: Creative Outdoor Advertising
Title: Municipal Affairs
Address : 1930 Commerce Lane, Suite 1
Jupiter, FL 33458
Email: Municipal@CreativeOutdoor.com

37. Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed effective upon sending by fax. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

INSOLVENCY

38. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the COUNTY without prejudice to its other lawful rights and remedies, may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 32 of this Agreement shall be waived.

ASSIGNMENT

39. COA may not assign its rights or obligations under this Agreement, or portions thereof without the written approval of the COUNTY.

INDEMNITY

40. COA shall defend, indemnify and hold harmless the COUNTY, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees which may be incurred or made against the COUNTY, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by COA or anyone under agreement with COA to perform duties under this Agreement.
41. Unless notified by the COUNTY in writing to the contrary, COA shall provide defense for COUNTY, its employees, agents and officials in accordance with Clauses 39 and 41. COA shall allow the COUNTY to participate in said defense of the COUNTY, its employees, agents and officials, to the extent and as may be required by the COUNTY and COA shall cooperate with the COUNTY in all aspects in connection therewith.
42. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify, save harmless, and defend the COUNTY from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by the COUNTY.

INSURANCE

43. COA agrees to procure and maintain for the duration of this Agreement, liability insurance relative to each Amenity installed in the COUNTY equal to or in excess of the following minimum requirements, and to cause the COUNTY to be named as an additional insured, and COA further agrees to file with the COUNTY a copy of the Certificate of Liability Insurance evidencing compliance with such requirements. The policy shall:

A: Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the COUNTY based on reasonable grounds acceptable to COA.

B: Contain comprehensive liability insurance covering all operations and liability assumed under this Agreement;

C: Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any

cause;

D: Be endorsed to provide that the policy will not be altered, cancelled, or allowed to lapse without 30 days' prior written notice to the COUNTY;

E: Contain a cross-liability clause.

F: COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the COUNTY) under the policies.

MISCELLANEOUS

44. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
45. This Agreement shall be subject to, and interpreted in accordance with the laws of State of Maryland.
46. Clauses 39 to 42 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
47. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
48. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
49. The parties agree and expressly confirm that the COUNTY has conferred upon COA certain exclusive license rights to use the Licensed Areas in connection, and solely in accordance with, the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the COUNTY in connection with the execution, delivery and/or performance of this Agreement by the parties.
50. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on COUNTY property.
51. Use of the word "will" or "shall" or "must" in this Agreement creates a mandatory obligation.
52. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
53. All contracts, whether of employment or otherwise, entered into by COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a third party, shall be made by COA as principal and not as agent of the COUNTY and the COUNTY shall have no liability thereon.
54. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall

be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

55. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

County Office Building
Dated at Baltimore Co, MD this 24th day of March, 2015

BALTIMORE COUNTY, MARYLAND

By: [Signature]
Fred Homan, Administrative Officer

REVIEWED AND APPROVED:
[Signature]
Ed Adams, Director, Department of Public Works

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

[Signature]
OFFICE OF THE COUNTY ATTORNEY 28588 5911 3/15
*Approval of Form and Legal Sufficiency Does Not Convey.
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document.
All Modifications Require Re-Approval.

Dated at Gormley this 24th day of March, 2015

THE BENCH PRESS LTD
o/a CREATIVE OUTDOOR ADVERTISING

By: [Signature]

Name: Elizabeth Gayford

Title: C.F.O.

I have the authority to bind the corporation