

CITYLITES USA

Skyway Advertising

AGREEMENT BETWEEN

Ampco System Parking

AND

CITYLITES USA, LLC.

FOR THE LEASING AND OPERATION OF PAID ADVERTISING IN THE STATE-OWNED AND MANAGED ABC PARKING FACILITIES AND INTERNAL SKYWAYS

THIS LEASE AGREEMENT ("Agreement"), effective as of this day of September 2010 by and between Ampco System Parking or The City of Minneapolis designated parking contractor ("Lessor"), and CityLites USA, LLC. organized and existing under the laws of the State of Minnesota (hereinafter referred to as "CityLites" and/or "Lessee") describes the conditions concerning the installation, and operation of advertising in the premises described in the attached Exhibit A. WHEREAS, The Lessor manages the ABC Ramps as an agent for the City of Minneapolis, which manages these ramps under contract with MnDOT. an off-street parking system consisting of ramps, lots and internal skyways generating business revenue requiring supporting staff, security, maintenance and services to parking customers; and

WHEREAS, The Lessor desires to maintain a positive skyway experience for users while maximizing revenue opportunities for the City and State; and

WHEREAS, The Lessor desires to use any revenue received from a paid advertising program to fund ongoing maintenance and improvements within its skyway/and or walkway system; and

WHEREAS, CityLites in its response to Lessor has provided promises and assurances for its management of the ABC Ramps paid advertising program;

NOW THEREFORE, based upon the foregoing, and in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows

1.0 Ad Panel Units

CityLites will provide at its cost, Ad Panel Units incorporating high quality local and national advertising in the skyway and or walkways throughout the ABC Parking Ramp facilities owned by MnDot and/or managed by The City of Minneapolis and operated by Lessor. The standard Ad Panel Units will be either a back-lighted Unit containing advertising transparencies for products and services or a Dynamic Display Unit rotating multiple advertising messages.. In addition, from time to time Lessee may also provide floor and/or wall banner, cling

adhesive based advertising customized to a specific product or service as approved by the City of Minneapolis and MnDOT.

2.0 Ad Panel Unit Specifications

The backlit advertising boards will be a standard size, resulting in a unit frame of approximately 3 feet tall by 2, 4 or 6 feet wide and protruding from the wall by less than 4 inches. The units will be single-frame, flat black in color and Plexiglas backed with transparencies inserted into a removable polycarbonate envelope. The backlit Unit panel will have magnetic clip design on the edges of the unit which allows for security and ease of replacement of advertising transparencies. The digital Display Unit is approximately 4 feet, 5 inches in height by 8 feet 6 inches in length. All Units will be locally programmed but controlled by a single hard drive located on site and the system will be constantly monitored by CityLites.

3.0 Community Service Panels

CityLites will, from time to time donate advertising panel space, for civic, arts and other non-profit/community events in the event that a for profit business advertiser is not available. There will be no fee charged for space donated by CityLites, and consequently no commission fee paid (beyond your minimums scheduled in Exhibit A) for said space unless said fee is actually collected for said space. CityLites will always make every concerted effort to fill advertising space with paying clients, however on the occasion that none would be available for said space, Community Service Panels will apply. Upon request, Lessor will have the opportunity to utilize said Community Service Panel space to post advertising specific to the ABC Ramp/parking system in the locations identified in Exhibit A whenever availability permits. In addition, Lessee is willing to work with Lessor concerning utilizing the Dynamic Displays to perform additional simultaneous multiple images such adding way-finding, traveler updates and/or emergency information on an as needed basis.

4.0 Installation, Maintenance, Electrical

CityLites shall have the right to erect, place and maintain advertising panels (Units), in agreed locations, on the premises addressed in this Agreement. All materials placed upon said premises by CityLites shall always remain the personal property of CityLites, and may be removed by CityLites at any time prior to, or within a reasonable time after the termination of this Agreement or the expiration of the term hereof or any extension thereof. By mutual agreement, Lessor, City of Minneapolis as Manager and State of Minnesota/Minnesota Department of Transportation as owner, will have the option to purchase existing Lessee hardware/equipment at the termination of this lease at a price of \$2,000 per static backlit panel and \$75,000 per Dynamic Display.

CityLites will be responsible for all installation and maintenance of the units, and any electrical conduit and fixtures necessary to operate the units. Electric power will be provided by Lessor and will be drawn from the nearest power source to the Unit site. All electrical conduits shall be recessed and Lessor shall have the final authorization concerning all issues related to installation and aesthetic appearances of all advertising be it floor, wall or ceiling based. No electrical connections for the unit will be visible, unless preapproved with Lessor prior to installation. Throughout the term of this Agreement the Lessor will work with CityLites to identify and approve locations for additional locations, and these locations as installed will be added at the Exhibit A at the same revenue model (commissions / minimum monthly fee) as like Units.

5.0 Restoration After Removal of Ad Panel

If Lessor needs to remove or relocate ad panel units for any reason whatsoever, Lessor shall pay all costs of removal and restoration of the wall space to as near original condition as possible. In the event of excessive or recurring damage to Ad Panel Units, Clings or Dynamic Displays, Default, cancellation or expiration of this Agreement, said advertising units will be removed from their locations, and CityLites will utilize its best effort to restore the wall on which the units were installed to as near their original condition as possible. For purposes of this Agreement, the excessive damage clause will be triggered when the total damage to an individual unit exceeds \$500.00. at that point, CityLites will have the right to permanently remove an Ad Panel Unit, Cling or Dynamic Display from that

location and will make its best effort to find a suitable replacement within the ABC Parking Ramp facilities internal skyways. In addition the Lessor and CityLites will also have the ability to change locations with mutual agreement at any time during this Agreement.

6.0 Default, Cancellation / Termination

6.01 Default by Lessee

Each of the following shall be a "Default" by Lessee under this agreement:

- a) Failure by Lessee to pay the Lessor when due any payments or to provide to the Lessor any funds required to be paid or to be provided the Lessor under this Agreement.
- b) Failure by the Lessee to provide or maintain any insurance required to be provided and maintained by Section 13.0 of this Agreement.
- c) Failure by the Lessee to commence and complete the Installation of the Ad Panels units listed in Exhibit A of this Agreement.
- d) Failure by Lessee to substantially observe, or perform any other material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

6.02 Remedies on Event of Default by Lessee

Whenever any Default by Lessee referred to in Section 6.01 of this Agreement occurs, the Lessor may take any one of the following actions after 15 days written notice to the Lessee of the Default, but only if the Default has not been cured within said 15 days written notice, or such longer period as is reasonably required to cure an event provided Lessee is proceeding with reasonable diligence.

- a) Suspend its performance under this agreement until the Default is cured.
- b) Terminate this Agreement.
- c) Take whatever action, including legal, equitable, and administrative action that may appear necessary and desirable to the Lessor, as appropriate.

6.03 Cancellation / Termination

Lessor may cancel or terminate this Agreement upon the mutual consent of both parties and upon 60 days written notice to Lessee.

Lessee may cancel or terminate this Agreement upon the mutual consent of both parties and upon 60 days written notice to the Lessor.

7.0 Concession Fee

Lessor will receive a monthly fee amounting to the greater of \$150.00 per installed Ad Panel Unit or 20% of the net advertising revenues due to CityLites from its clients for contracted wall space. Net advertising revenues shall constitute gross direct revenues plus any advertising agency revenues at the industry standard 15% discount. Such payment shall be payable to Lessor on a monthly basis on or around the 20th day of the next month following the first full month of installation of said advertising panel and each month thereafter. A monthly accounting report will be sent to Lessor reporting who the advertising client is for each month and the fee that is paid for said space. Lessee may receive as payment of fee from an advertising client a trade for service for advertising space. Should no fees be collected by CityLites due to non-profit, community posting, or service trade, CityLites shall pay Lessor a minimum flat fee each month to cover electrical expenses (see exhibit A).

8.0 Right to Review Advertising

Lessor, City of Minneapolis as Manager and State of Minnesota/Minnesota Department of Transportation as owner, reserve the right to review and approve all potential advertising. Such approval shall not be unreasonably withheld and shall be deemed approved within ten (10) days after the ads are installed. Copies of all advertising contracts between CityLites and advertiser will be available to the Lessor upon request.

9.0 Finance and Record Keeping Procedures

CityLites (Lessee) shall deliver revenues from the paid advertising on a monthly basis consistent with standards set by the Lessor. The Lessee agrees to maintain accurate records, books, and accounts of all revenues in connection with the facilities in a form approved by the Lessor.

Lessor's authorized personnel or any auditors designated by the Lessor shall have the right to audit and examine Lessee records, books and accounts required by Lessor or generally accepted accounting standards, at any time during regular business hours and upon advance written notice. Said records and accounts shall show month by month, by specific parking facility, by specific ad location, the advertiser posted and the rate paid by said advertiser plus the Lessors commission or minimum fee for said location and the facilities monthly totals. The Lessee shall, on or about the 20th of the following month, submit to the Lessor a monthly statement showing all of the aforementioned information for the preceding month. In addition, the Lessor may require from time to time an in-person review of monthly documentation.

10.0 Term

This Agreement shall be for a term of Ten (10) years commencing from the date of Agreement, with the right of Lessor or CityLites to extend this Agreement an additional five (5) year term; . Following the original term of this Agreement, the term hereof shall be extended for an additional term with mutual consent between lessor, The City of Minneapolis as Manager and the State of Minnesota/Minnesota Department of Transportation as owner.

11.0 Confidentiality:

Except as required or ordered by any governmental agency, court or tribunal of competent jurisdiction, Lessor shall not disclose to any third party or use for any purposes (other than to further the performance of its obligations under this Agreement) any confidential information belonging to Lessee, including without limitation, monthly accounting reports and contracts with Lessee advertisers. The provisions of this Confidentiality section shall survive the termination or expiration of this Agreement.

12.0 Exclusivity Provisions:

Lessor will grant to CityLites the exclusive right to lease advertising space from Lessor for advertising purposes in the skyways and/or walkways and pre-approved areas in the premises in the ABC Ramps as defined in Exhibit C in this contract for the period represented in the Term section of this Agreement. Such rights do not preclude Lessor from exercising its ordinary business of remodeling and improvements, which may alter such available advertising space from time to time. Lessor will retain the right to close off the skyways and/or walkways area for any reason, such as emergencies, and for such period of time as is necessary to restore the safe flow of pedestrian traffic. During such time and for that specific location, CityLites is not responsible for any financial remuneration that may be due to Lessor.

13.0 Insurance

Insurance secured by the Lessee shall be issued by the insurance companies acceptable to the Lessor and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the contract. The Lessee and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets or exceeds the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$50,000 each occurrence fire damage and \$5000 medical expense anyone person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the Lessor shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) State of Minnesota/Minnesota Department of Transportation as owner; City of Minneapolis as Manager will be named as additional insure d.

14.0 Notices

All notices required to be permitted under this Agreement shall be in writing and may be delivered in person or by certified mail, postage paid, addressed to:

CityLites USA, LLC.

625 Marquette Avenue South

Northstar West Suite #890

Minneapolis, Minnesota 55402

Attention: Thomas Garry / Scott Fransen

When the Lessee is required to give notice or demand upon the Lessor, it shall be sufficient to send written notice or demand, by certified mail, postage prepaid, addressed to:

Lessor AMPCO System Parking

Lessor Address Attn: Regional Vice President

Lessor State / Zip 1459 Hamilton Avenue

Cleveland, Ohio 4114

With copy to:

AMPCO System Parking

MnDOT

City of Minneapolis

General Manager

Office of Transit

PW Parking-ABC Ramps

33 N 9th Street #B50

Mail Stop 315

Room 100

Minneapolis, MN 55403

395 John Ireland Blvd

33 N. 9th Street

St. Paul, MN 55155-1899

Minneapolis, MN 55403-1326

15.0 Entire Agreement

It is expressly understood that neither the Lessor nor the Lessee is bound by any stipulations, representations of agreements not printed or written in this Agreement. This Agreement shall inure to the benefit of and be binding upon the personal representatives, heirs, successors, and assigns of the parties hereto. It is mutually agreed that the Lessee or Lessor shall assign this Agreement to any successor.

16.0 Subordination:

All items in this Agreement will be subject to Minnesota law.

By their signatures below, both parties acknowledge and agree to the terms of the Agreement as stated above, upon this 29th day of September, 2010.

17.0 Lessor Designee

The Lessor designee for operational issues and approvals allowed under this Agreement shall be construed to mean the _____, title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective corporate names and attested to by their duly authorized officers, all as of the date first written above.

Lessee: CityLites USA, LLC.
By: [Signature]
Its: President
By: [Signature]
Its: President

Lessor: Angus System Parking
By: [Signature]
Its: vice - President
By: _____
Its: _____

Approval As to Form:

Title:

By signature below, State of Minnesota and City of Minneapolis approve of Ampco entering into this agreement:

Lisa McAusti

ABC Ramps Coordinator

Mn DOT Representative

Title

[Signature]

Mayor

City of Minneapolis Representative

Title

This instrument was acknowledged before me on September 2nd 2010 (Date)

By Lisa Austin (Name) as MnDOT (Title)

And Tim Blagina (Name) as City of Minneapolis (Title)

of ABC Ramps (Corporation).

[Signature]

Notary Public

My Commission expires: 11/31/2015

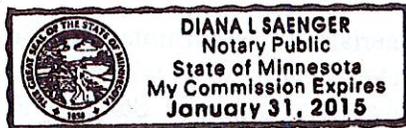


Exhibit B

Advertising Lease Parameters of the Skyway Pilot Advertising Program for the ABC Parking Ramp Facilities in the City of Minneapolis

B1.0 General

This Exhibit describes the process under which the Lessor will permit the installation and management of Lighted, Printed or Dynamic advertising within the State-owned or managed ABC Parking Ramp Skyways/and or Walkways System.

Advertising types will generally consist of stationary backlit panels mounted to solid wall surfaces and dynamic displays mounted to solid wall surfaces throughout the State-owned or managed ABC Parking Ramp Skyway System. The specifications for the Ad Panel Units are included in Section 2.0 of the Agreement. It is also the Lessor's intent to consider Alternative Advertising Types in certain skyway locations, which will provide additional revenue generating opportunities. These ad types are described in Section B2.0 below and are subject to the same approval process as those covered by this agreement as it may relate to the areas shown in Exhibit C.

No Advertising materials will be permitted to be installed on the segments of elevated skyway that cross over a public street without prior approval. Segments that cross public alleys, over sidewalks, or over private, State or Federal property will be considered equivalent to interior walkways through buildings, and various types of advertising will be permitted, provided that any advertising types must comply with the terms of this Agreement.

B2.0 Alternative Advertising Types:

- A. **Cling Marketing:** Non-Permanent adhesive material temporarily placed on the floors, walls, columns or beams, to display marketing messages. Cling marketing is generally utilized in conjunction with other more traditional backlit or dynamic display campaigns.
- B. **Banner Marketing:** Marketing or promotional banners typically affixed to walls, columns, beams or ceilings with non-permanent adhesive materials. Banner marketing is generally utilized in conjunction with other more traditional backlit or dynamic display campaigns.
- C. **Other:** As new and different marketing types and platforms will become available over the course of lease agreement, the Lessor and CityLites USA Agree to review any of these new methods on a case by case basis for approval, per the

terms of this Agreement prior to utilization in the State-owned or managed ABC Parking Ramp skyways.

The term "temporarily" as it is used in this Section B2.0 is intended to mean that the alternative advertising described in B2.0 A and B may be placed for no more than a 180 day duration in any one location without written authorization. All of the alternative advertising types listed above are meant to be viewed from the inside of the skyway system, as opposed to being viewed externally.

The only skyway locations that will be permitted to install the alternative advertising types are listed (highlighted) in Exhibit C.

B3.0 Placement

The total amount of advertising programs will encompass no more than 25% of the total available skyway floor square footage or 25% of the total available wall square footage. Placement will be permitted on the ceiling in the skyway system including but not limited to fasteners which may be installed in the ceiling for advertising types that may be hung against a wall, beam or columns, provided that they are no more than 2" away from the edge of the wall, beam or column. CityLites USA will follow all known guidelines regarding signage and advertising placements as determined by the City of Minneapolis.

B4.0 Size

The size of Ad Panel Units is provided in Section 2.0 of the Agreement. The standard size for cling and banner marketing programs is 32 square feet or smaller.

B5.0 Alternative Advertising Procedures

When an advertiser inquires about alternative advertising opportunities, CityLites will prepare a preliminary spec sheet with the number of signs/messages requested including the content/creative the advertiser wishes to display plus any desired locations within the ABC Parking Ramps and present this to the Lessor or their designated management representative for approval. If the approval is given, and the program closes, CityLites USA will prepare an installation/de-installation schedule for the Lessor and its management / representatives to ensure proper communication regarding the campaign.

CITYLITESUSA

Skyway Advertising

City of Minneapolis
ABC Ramps
Backlit and Dynamic Display Locations

Exhibit C

