

OUTDOOR ADVERTISING LEASE AND MANAGEMENT AGREEMENT

THIS OUTDOOR ADVERTISING LEASE AND MANAGEMENT AGREEMENT, (the "Agreement"), made this 8th day of June, 2012, by and between SOUTH JERSEY TRANSPORTATION AUTHORITY, a public body corporate and politic of the State of New Jersey, having its principal offices at Farley Service Plaza and GARDEN STATE OUTDOOR, L.L.C., having its principal offices located at 1616 Pacific Avenue, Suite 500, Atlantic City, New Jersey 08401, hereinafter referred to as the Tenant, ("Tenant").

WITNESSETH:

WHEREAS, the SJTA is the governmental entity which owns and operates the Atlantic City Expressway (the "Expressway") and has control of leasing of the Expressway right-of-way which is to be used for the placement of outdoor advertising; and

WHEREAS, Tenant currently maintains a NJ DOT License (Permit #70365) on private property at Milepost 6.6N (on Block 915, Lot 1 as shown on the Tax Map of Egg Harbor Township) that is showing to the Expressway, and Tenant is willing to relocate the said NJDOT License (Permit #70365) to SJTA property/right-of-way on the condition that should this Agreement be terminated for any reason or is not renewed under terms satisfactory to the Tenant, the Tenant shall have the right to relocate the NJ DOT License back to private property; and the SJTA agrees to sign all necessary permit applications and any and all other required documents to transfer said permit back to Tenant within thirty (30) days of Tenant's request to SJTA to do so; and

WHEREAS, the SJTA finds that entering into such an agreement with Tenant would be beneficial to the SJTA.

NOW THEREFORE, it is agreed between the parties as follows:

- 1. Recitals.** The recitals set forth above are incorporated by reference as if fully set forth herein.
- 2. Outdoor Advertising Lease and Management.** Tenant shall, at its sole cost and expense, construct, maintain, sell, operate and manage the Structure on property owned by the SJTA as set forth in paragraph 3 below. The Structure shall consist of a single or multiple pole structure with specifications as set forth on Schedule A.
- 3. SJTA Premises.** The exact location for the placement of the Structure shall be at MP 6.6N, just before the entrance to the Garden State Parkway (referred to as the

"Premises"). Tenant shall have the right to access the Premises in accordance with the terms of right of entry and egress detailed in this agreement and for the sole purposes described herein. Tenant accepts the Premises in its present condition and acknowledges that it has inspected same and is fully cognizant of its present conditions, including but not limited to, structural requirements and utilities.

4. Term and Commencement of Rent Payment.

A. The term of this Agreement shall commence on the day and year first above written and shall expire twenty-five (25) years from the Effective Date, as defined below, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

B. Rental or lease payments, as set forth hereinafter, shall commence on the first day of the month immediately following the date the Structure is fully approved, constructed, inspected and ready to display paid advertising (the "Effective Date").

5. Guaranteed Rental Fee.

A. Tenant shall pay to the SJTA, as rent for the Premises; the greater of a monthly fee of \$1,000 ("Guaranteed Rental Fee") or 33% of Gross Revenue ("Percentage Rent") received by Tenant for the Structure (both the Guaranteed Rental Fee and the Percentage Rent shall be collectively referred to hereinafter as "Rent"). The Rent shall be paid on a monthly basis, due and owing on the Effective Date, and payments due on the first day of each and every month thereafter.

B. The SJTA and Tenant agree that the term Gross Revenue whenever used herein shall mean the total revenue generated from the sale, lease or usage of the Structure's advertising space without payment of agency commissions or brokerage fees.

6. Payments. All payments due hereunder shall be paid in lawful money of the United States of America by check made payable to the South Jersey Transportation Authority and delivered to the office of the South Jersey Transportation, Finance Department, P.O. Box 351, Hammonton, NJ 08037, or such other location as may from time-to-time be substituted therefor.

7. Late Payments. The payment of Rent shall be deemed delinquent if not received by the SJTA by the end of the tenth (10th) day of each and every calendar month during the Term. Upon written notice from the SJTA, all delinquent payments shall be charged a twelve percent (12%) interest rate which shall accrue against any and all delinquent payments from the date due until the date payments are received by the SJTA. This provision shall not preclude the SJTA from terminating this Agreement for default in the payment of Rent or from exercising any other rights contained herein or provided by law.

8. Records, Reporting and Auditing.

A. Tenant shall notify the SJTA in writing as provided in paragraph 22 of the date the Structure is constructed and installed on the Premises and ready to display advertising.

B. On the tenth (10th) day following the end of each of the first three (3) calendar quarters of each year during the Term of this Agreement, Tenant shall submit to the SJTA a statement of Gross Revenue for the Structure for the previous quarter. On the tenth (10th) day following the end of the calendar year, Tenant shall submit to SJTA an annual statement of Gross Revenue for the Structure for the entire prior calendar year by quarter. Each such statement shall show an itemized list of any and all advertisers and the amounts paid or due to Tenant upon which a percentage is due to the SJTA for the Structure. Such statement shall also include a calculation of the Percentage Rent due to the SJTA less any Rent already paid to SJTA, when applicable. Should such statement show that the amount paid during the quarter or year, as applicable, is less than that which was due, Tenant shall remit at the same time as the Gross Revenue statement a check payable to the SJTA for any additional amount due to the SJTA. Should such statement show that Tenant paid the SJTA more than was due, Tenant may apply such overpayment to future Rent payments, except that if such should be the case at the end of the last quarter, or portion thereof, of this Agreement, the SJTA shall refund the overpayment to Tenant within thirty (30) days following written notice from Tenant. Such statement shall be prepared by an independent Certified Public Accountant and shall include the written opinion of the Certified Public Accountant as to whether the Gross Revenue and Rent payments have been made in accordance with the provisions of this Agreement.

C. On the tenth (10th) day following the end of each calendar year of this Agreement, Tenant shall submit to SJTA a statement showing the vacancy rate for the Structure, to be calculated by dividing the total number of days per year which the Structure was vacant by the number of days in the same year, or portion thereof as applicable. The total days of vacancy shall be shown on such statement. Vacancy shall not include any day that an SJTA advertising display is posted on the Structure; however, the total number of days that SJTA advertising displays are posted shall also be shown separately on such statement for the year.

D. Tenant shall keep full and accurate books, records and accounts showing all of the Structure's Gross Revenue, and the SJTA shall have the right, through its representatives, agents, accountants or employees and at all reasonable times, Monday through Friday, 9:00 a.m. to 5:00 p.m., to inspect such books and records, including, but not limited to State of New Jersey sales tax return records. In addition, Tenant hereby agrees that all such books and records are and will be made available to the SJTA for inspection for each year, or portion thereof, of this Agreement. Tenant shall provide the SJTA with a copy of all advertising contracts, or renewal contracts, for the Structure prior to the effective date of any such advertising contracts.

E. The SJTA reserves the right to audit Tenant's books, records, and accounts at any time during Tenant's normal business hours and upon not less than forty-

eight (48) hours prior notice for the purpose of verifying the Gross Revenue and Rent payments hereunder. If, as a result of such audit, it is established that Tenant has understated either Gross Revenues or the Rent due the SJTA by three percent (3%) or more, Tenant shall, within fifteen (15) days pay to the SJTA the costs of such audit, as well as the additional amounts shown to be payable to the SJTA by Tenant with interest thereon at twelve percent (12%) per annum from the date such amounts became due and payable to the SJTA. Otherwise, the cost of the audit will be paid by the SJTA. If such audit discloses any willful or intentional inaccuracies, this Agreement, at the option of the SJTA and as a cumulative remedy, may be immediately terminated.

F. The SJTA will execute periodic physical inventories of the advertising displayed on the Structure. Physical audits shall include visible audits of the advertising, which will be reconciled with reporting statements for the same period of time. These audits will serve as an assessment of the performance of the Tenant to comply with the terms and conditions of this Agreement.

9. Governmental Requirements and Approvals.

A. Tenant, at Tenant's sole cost and expense, shall apply on behalf of the SJTA to obtain all necessary permits, licenses, approvals, review recommendations, certificates, waivers or other authorizations from all governmental authorities (collectively "Approvals"), if any, having jurisdiction over Tenant's operations on the Premises which may be necessary to construct, install, operate and maintain the Structure. Tenant shall keep same current and in full force and effect during the Term as may be required. Tenant already holds a permit on private property for the subject location. The tenant shall retain the permit for this location in its name for the period of this agreement. In the event that Tenant does not obtain all necessary Approvals for the Structure within six (6) months from execution of this Agreement, Tenant shall not be permitted to place a Structure on the Premises and this Agreement shall be terminated; provided, however, that the SJTA, in its sole discretion, may extend this six (6) month time period based upon Tenant's diligence in pursuing said Approvals. Tenant shall copy the SJTA with all applications, plans, correspondence and related documentation submitted by Tenant to any governmental authority. Tenant shall notify the SJTA of all hearings and meetings required by any governmental authority ten (10) days in advance of such hearings and meetings.

B. Tenant shall reimburse the SJTA for all reasonable costs and fees not to exceed \$2,500.00 incurred by the SJTA's professional staff and consultants for the review, inspection, reporting and studying of all applications, plans, correspondence and related documentation submitted by Tenant to any governmental authority to obtain Approvals as required by paragraph 9A, in accordance with Paragraph 17.

C. In regard to Tenant's operation or use of the Structure and Premises, Tenant shall pay all taxes and all license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Structure or operations thereof, or on the Gross Revenue or income therefrom, and shall make all applications, reports and returns required in connection therewith.

D. Tenant shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions that may pertain or apply to Tenant's operations on the Premises.

E. Tenant shall comply with all Federal and State laws in regard to the construction and display of advertising materials. In particular the Tenant shall be compliant with the Report of the Governor's Billboard Policy and Procedure Review Task Force and all Outdoor Advertising legislation of the State of New Jersey.

F. Tenant shall also comply fully with the SJTA Advertising Content Policy that is attached hereto as Exhibit B.

10. Approval of Plans for Construction.

A. In the event that Tenant is to construct a Structure upon the Premises, Tenant shall submit three (3) copies of the Structure's Preliminary Engineering Plans (site-specific structural plans and calculations, including vertical and horizontal surveyed elevations and distances) prepared by a Professional Engineer licensed to practice in the State of New Jersey, as indicated by the title drawing block, to Rose-Marie Rodriguez, Administrative Manager, (or its designee) SJTA, P.O. Box 351, Hammonton, NJ 08037. The Preliminary Engineering Plans shall comply with the Engineering Requirements set forth in Exhibit C, paragraph E, to this Agreement.

B. Within thirty (30) days following the receipt of Preliminary Engineering Plans, the SJTA shall notify Tenant in writing regarding the completeness of such Plans. The SJTA may declare the Plans to be complete for review and approval or shall notify Tenant of specific deficiencies. Tenant shall have thirty (30) days from the notification of deficiencies to complete the Plans. Failure to file complete Plans within thirty (30) days shall result in disapproval of the Plans. Plans shall not be considered filed for review and approval until declared complete by the SJTA. After the Plans are deemed complete as provided herein, the SJTA shall approve or disapprove them, such approval or disapproval shall not be unreasonably withheld, conditioned or delayed.

C. Upon written confirmation from the SJTA that the Preliminary Engineering Plans are approved, Tenant shall submit to the municipality in which the Structure shall be constructed and installed the Plans, and a traffic study pursuant to paragraph 9B, for planning board review and recommendation pursuant to N.J.S.A. 40:55D-31. The Plans shall be accompanied by a letter stating that the construction of the Structure is subject to Department of Community Affairs (DCA) review of structural design plans and calculations as prepared by a licensed Professional Engineer and shall be in compliance with all applicable construction codes and permits. Copies of all correspondence between Tenant and/or its designated representatives and local municipal officials and/or their representatives shall be forwarded to the SJTA for review.

D. After planning board review and recommendation, Tenant shall prepare and submit to the SJTA for review and approval Final Design Engineering Plans, based on the original Preliminary Engineering Plans, incorporating any changes made as a result of the local review process and/or as requested by the SJTA. Tenant shall also prepare and submit

an application for an SJTA Access Permit from SJTA Engineering along with a plan for the Maintenance and Protection of Traffic (MPT) as set forth in Exhibit C to this Agreement.

E. No construction shall begin until the SJTA approves Tenant's Final Design Engineering Plans, until all construction plans and specifications are submitted to and approved by all appropriate authorities, and Tenant receives an SJTA Access Permit. The SJTA makes no representations as to the approvals needed.

F. Tenant shall notify the SJTA no later than ten (10) days prior to construction of the Structure. The notification shall include a construction schedule containing sufficient detail to identify key milestone activities, the duration of those activities and date(s) of key inspections required by the New Jersey Uniform Construction Code (NJUCC). Tenant shall request from the DCA, on behalf of the SJTA, all such inspections and the DCA shall inspect the Structure to determine if the construction conforms to the approved plans and the NJUCC. Upon receipt of the DCA's Certificate of Approval, the SJTA shall promptly transmit a copy of said certificate to Tenant.

G. Tenant shall reimburse the SJTA for all reasonable costs and fees incurred by the SJTA's professional staff and consultants for the review, inspection, reporting and studying of all plans required by paragraph 10 in accordance with Paragraph 17 hereof.

H. It is expressly understood by the parties that no approval by the SJTA of construction or installation plans relieves Tenant from its full responsibility for the construction and installation, nor shall any such approval restrict, modify or void the obligations assumed by Tenant pursuant to this Agreement.

I. The SJTA shall have the right to disapprove any contractor or subcontractor hired by Tenant to perform work in connection with this Agreement based upon said contractor or subcontractor's failure to obtain and/or provide proof of adequate insurance coverage naming the SJTA as an additional insured on all insurance policies. The contractor or subcontractor must have proper licensing for all work to be performed. No contractor or subcontractor shall perform any work in connection with this Agreement, if the contractor or subcontractor is barred or suspended by the SJTA, the New Jersey Department of Transportation or any other department or agency of the State of New Jersey.

J. The SJTA shall have access to the Premises and Structure at all times during the Term of this Agreement. The SJTA shall have the right to inspect all work performed by the Tenant and its contractors and subcontractors. Between Tenant and the SJTA, however, Tenant shall be solely responsible for all work associated with the design, construction and installation of Tenant's improvements. It is expressly understood by the parties that the SJTA, whether or not it conducts onsite visits or inspections, assumes no responsibility for the quality, adequacy or safety of Tenant's design, construction and installation. Tenant shall advise the SJTA in writing when construction is completed and, within thirty (30) days thereof, Tenant shall submit as built drawings to the SJTA in a format that is acceptable to the SJTA.

K. Any construction, reconstruction, maintenance, repair and operation of the Structure and all work in connection therewith, shall be performed and arranged in a

manner which will not interfere with the SJTA's use of its property, the free and safe flow of traffic and any SJTA construction or maintenance work, unless prior written approval is expressly granted by the SJTA. All activities performed by Tenant on the land the SJTA controls, including, but not limited to, all construction, installation, maintenance, repairs, trimming, cutting, painting and changing of Display, shall require an SJTA Access Permit pursuant to and be performed in compliance with N.J.A.C. 19:2-9 and any other applicable laws and regulations.

11. Method of Operations. During the Term and any extension thereof, Tenant shall conduct its business with regard to the Structure as provided in this Agreement, including the following operating conditions:

A. Installation or changing of a Structure's advertising face(s) ("Display") by Tenant, its contractors or subcontractors, shall be performed under the direct supervision of Tenant and is subject to the SJTA's Rules and Regulations, N.J.A.C. 19, et seq., and prior contact and coordination with applicable SJTA personnel.

B. Tenant shall furnish advertising services on a fair, reasonable and nondiscriminatory basis.

C. The Tenant shall become familiar with and enforce the SJTA Advertising Content Policy at Exhibit B to the best of its ability. All proposed advertisements to be installed by Tenant shall be subject to the approval of the SJTA prior to posting. Tenant shall notify the SJTA by email at rrodriguez@sjta.com, or such substituted email address, of any proposed advertisement. The SJTA shall notify Tenant upon receipt and review of a proposed advertisement if such advertisement is approved by the SJTA. The SJTA reserves the right to reject any advertising deemed to be against the public interest, unsafe to the motoring public, or violative of the SJTA Advertising Content Policy, and to require that Tenant remove the same. If the SJTA receives a complaint from a motorist patron about an advertisement on any Structure, then upon notification from the SJTA the Tenant shall remove such advertisement within two (2) days.

D. The SJTA grants to the Tenant subject to its rules the right of duly authorized, trained and identified employees of the Tenant or its contractors or subcontractors to enter into and on SJTA property for the purpose of inspecting, constructing, maintaining or installing the Structure, Displays and materials. Employees of the Tenant or its contractors or subcontractors working in or around SJTA property shall wear and use safety equipment including hardhats, protective clothing, protective eyewear, vests and other required safety gear. The SJTA shall provide Contractor Identification Cards to those representatives of the Tenant who require access to SJTA property and those Cards shall be on the person of such representatives while on SJTA property.

E. Tenant shall develop annual Sales Plans which detail how the Tenant intends to maximize revenues from the Structure on the SJTA's property during the twelve (12) months following the date of the Sales Plan. These Plans will be presented annually to the SJTA for its review.

F. The SJTA shall annually review and approve the rates the Tenant charges for the Structure on SJTA property to ensure that the Tenant is receiving the maximum amount of revenue possible for the Structure. Any change in rate card rates shall be presented to the SJTA for review and approval ninety (90) days prior to such requested change.

G. The SJTA expects that the Tenant will update the Structure covered under this Agreement to be industry standard at all times during the Term of this Agreement and that the Tenant will utilize new technologies that enhance the value of the Structure. Any use of new technologies shall be approved in advance by the SJTA.

H. Tenant shall evaluate the Premises for its value and shall use industry best practices to secure the optimal revenue return from each location.

12. Insurance.

1. Services shall not commence until the Tenant has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority. Approval of insurance required of the Tenant will be granted only after submission to the South Jersey Transportation Authority, original certificates of insurance signed by authorized representatives of the insurers or, at the South Jersey Transportation Authority, request, certified copies of the required insurance policies.
2. The South Jersey Transportation Authority shall be named as an additional insured with respect to General Liability and Umbrella Excess Liability insurance. This requirement shall include, but is not limited to, its Commissioners, agents, servants, employees and representatives as additional insureds in amounts, and with limits, that have been determined by the South Jersey Transportation Authority in its sole discretion.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by South Jersey Transportation Authority shall be construed as relieving or excusing the Tenant or the Tenant's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

5. Any deductibles or retentions of (\$5,000) or greater shall be disclosed by the Tenant and are subject to the South Jersey Transportation Authority's written approval. Any deductible or retention amounts elected by the Tenant or imposed by the Tenant's insurer(s) shall be the sole responsibility of the Tenant.

Tenant Liability Insurance Requirements

1. The Tenant shall purchase the following insurance coverage's or not less than the limits specified below or required by law, whichever is greater.
 - Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- General aggregate limit;
 - Liability arising from premises and operations;
 - Liability arising from the actions of independent contractors;
 - Contractual liability including protection for the Tenant from bodily injury and property damage claims arising out of liability assumed under this Contract; and
2. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 3. Workers' compensation insurance or its equivalent with statutory benefits as required by any state or federal law, including standard "other states" coverage; employer's liability insurance or its equivalent with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
 4. Professional Liability or its equivalent (such as, but not limited to Architects, Engineers, Attorneys, Physicians and Risk Management

Consultants) shall provide South Jersey Transportation Authority with a certificate of insurance evidencing professional liability and/or malpractice insurance with minimum limits of \$1,000,000 combined single limit.

5. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate for other than products/completed operations and auto liability; and
\$5,000,000 products/completed operations aggregate.

6. Insurance provided to the South Jersey Transportation Authority's as specified herein shall be primary and non-contributory, and any other insurance, self-insurance, coverage, or indemnity available to the Owner and Owner's shall be excess of insurance provided.

13. Indemnification.

The Tenant will protect, defend, indemnify and hold harmless the South Jersey Transportation Authority from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Tenant and anyone directly or indirectly employed by any Tenant or anyone for whose acts any of them may be liable.

In any claims against the South Jersey Transportation Authority or any of their agents or employees, by an employee of the Tenant anyone directly or indirectly employed by any of them, or anyone for whose acts any of the above may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Tenant under Workmen's Compensation Acts, Disability Benefits Acts or other Employee Benefit Acts.

14. Accidents and Claims. All accidents on the Premises or Structure resulting in bodily injury, property damage or personal injury and all accidents causing physical damage to buildings, improvements, betterments or contents shall be reported by Tenant to the SJTA in writing within twenty-four (24) hours of each occurrence. Accidents that result in death or damage to SJTA property shall be reported immediately to the SJTA via telephone.

15. Ancillary Rights. Subject to Tenant's compliance with the terms of this Agreement and the SJTA's Rules and Regulations, the SJTA agrees that it will allow Tenant to do such reasonable trimming and cutting of trees, shrubs and vegetation (collectively referred to as "vegetation") as may be necessary on the land the SJTA controls such that the Displays on the Structure are not obscured by said vegetation. Tenant shall notify SJTA in

writing of its request to trim any such vegetation. The SJTA shall have fifteen (15) days to review such request to determine the impact of any such trimming on the operation of the toll road and notify Tenant of any safety measures, to include lane closures, required for such trimming. All cost and expense of trimming vegetation, to include costs associated with required safety measures, shall be paid by Tenant.

16. Reserved Rights. Anything herein to the contrary notwithstanding, SJTA reserves the right to use the Premises for all purposes that will not interfere with Tenant's full enjoyment of the rights granted under this Agreement. In addition, the SJTA reserves the right to install cameras, cellular/radio antennae, or similar devices, on the Structure so long as the installation and operation of such devices do not interfere with Tenant's use and operation of the Structure.

17. Escrow Agreement; Professional Review.

A. The SJTA's professional staff, to include agents and consultants, shall review, inspect, report to the SJTA, and study all documentation, submitted by Tenant to the SJTA, related to governmental and construction approvals pursuant to paragraphs 9 and 10 of this Agreement. The SJTA shall be reimbursed by the Tenant for all reasonable costs and fees incurred by the SJTA's professional staff through the use of escrow deposit accounts designated by the SJTA and maintained on behalf of and funded by Tenant. Upon execution of this Agreement, Tenant shall pay to the SJTA to be deposited in the depository referred to herein, the sum of Two Thousand, Five Hundred (\$2,500.00) Dollars. No interest shall be paid on such escrow deposit. Any balance after reimbursement to the SJTA shall be returned to Tenant.

B. If, during the existence of this escrow account, the funds deposited are insufficient to cover any voucher or bill submitted by the SJTA's professional staff, Tenant shall, within ten (10) days of receipt of a notice from the SJTA that a deficiency in the Tenant's escrow account exists, provide such funding as required to fund the existing deficit as well as to replenish the original escrow amount required by paragraph 17A.

C. Should Tenant fail to adequately and on a timely basis fund its escrow deposit account so that the payment of all necessary and reasonable fees of the SJTA's professional staff can be made, then the Tenant shall be in default of this Agreement. Further, the SJTA shall have the right to withhold any SJTA approvals required by this Agreement unless and until all escrow deficiencies have been satisfied by the Tenant.

18. Liens. Tenant shall take or cause to be taken all steps that are necessary, required or permitted in order to avoid the imposition of any lien upon the Premises or Structure. However, should any lien be placed on the Premises or Structure, Tenant shall immediately cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Tenant or any of its contractors or subcontractors upon the Premises or Structure or arising out of or because of the performance of any work or labor to it or them at the Premises or the furnishing of any materials to it or them for use on the Premises or Structure. Should any liens be made or filed, Tenant will use its best efforts to discharge and remove the same no later than sixty (60) days after written request to do so by the SJTA.

19. Maintenance, Repairs and Inspections.

A. During the Term of this Agreement and any extension thereof, Tenant, at its sole cost and expense, shall be responsible to perform all maintenance, repairs and reconstruction necessary to keep the Structure in operation, in good condition and in compliance with applicable federal and state laws, rules and regulations. Tenant shall provide advance notice to the SJTA of all construction, reconstruction, maintenance and repair work on the Structure or Premises in accordance with this Agreement. The SJTA reserves the right, in its sole discretion, to make emergency repairs to the Structure and Premises, at the sole cost and expense of Tenant, when such repairs are needed on an emergent basis to protect the SJTA or the public. The SJTA shall notify Tenant of any emergency, if feasible, and shall give Tenant an opportunity to respond to said emergency. Tenant covenants that at the termination or expiration of this Agreement, howsoever caused, it will quit and surrender the Structure and Premises in good repair and condition, excepting reasonable wear and tear, subject to paragraph 23 hereafter.

B. Tenant shall have a Professional Engineer, licensed in the State of New Jersey, inspect the Structure every five (5) years after: (1) the date a Structure receives a Certificate of Occupancy or Certificate of Acceptance by the responsible building code inspection agency or officer; or (2) the most recent inspection for preexisting structures if applicable. Said inspections shall include the following:

1. **Structural Survey.** The structural survey shall include a field investigation of the existing conditions of a Structure, including the use of lift equipment or other means necessary to complete a full visual inspection of such Structure, field verification of the size and integrity of bolted and welded connections and structural members, and photographs and field notes for reference purposes.

2. **Electrical Survey.** The electrical survey shall include a field investigation of the existing electrical installation including, but not limited to, conduit, cable, panel, luminaries and grounding and a determination that all electrical components meet code requirements.

3. **Documentation.** A written report signed and sealed by a Professional Engineer licensed in the State of New Jersey.

In the event that a Structure is determined to be structurally or electrically deficient, Tenant shall repair such Structure correcting such deficiencies within thirty (30) days of completion of the inspection. Tenant shall coordinate inspection dates and times with the SJTA so that SJTA services are not disrupted.

20. Utilities. Tenant expressly acknowledges that it will be responsible for providing all utility equipment, conduit, lines and connections including, but not limited to, all meters or other equipment as may be required by Tenant or the utility supplier for complete installation and operation of the Structure and for the payment of any and all utility charges, including connection and recurring fees. Tenant shall comply with the provisions of the Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq., which requires, inter alia, Tenant to mark, stake, locate or otherwise provide the position of its underground facilities.

Tenant shall also locate all existing utilities and make arrangements necessary with the respective utility companies in any areas of excavation and take all precautions not to sever or damage such utilities. If any utilities are damaged or severed during the course of installing, maintaining or operating the Structure, notice shall be provided immediately to the respective utility and the SJTA. The SJTA shall not be liable or responsible for any interruptions of service or the repair or relocation costs associated with any utility. Tenant must make any necessary arrangements with the respective utility companies and bear any and all costs incurred by reason of any interruption, relocation or repair. Tenant agrees to indemnify the SJTA for any and all damages, which the SJTA incurs by reason of Tenant's failure to properly comply with this paragraph.

21. Restoration of SJTA Property, Property Damage.

A. Tenant shall, at its sole cost and expense, restore or replace any SJTA property including, but not limited to, any road surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by Tenant's activities or construction of the Structure on SJTA property to its original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the written notice. If all remedial work is not undertaken and completed within ninety (90) days from the date specified, the SJTA may, on ten (10) days written notice to Tenant, undertake and complete the remedial work with its own employees and/or independent contractors, and Tenant shall pay all actual costs or charges incurred by the SJTA by reason of such work.

B. Tenant shall, at its own cost and expense, make good any damage that may be done by it, its subconsultants, contractors, subcontractors, or suppliers, in the course of this Agreement, to any of the SJTA's real and/or tangible, personal property through, or by reason of the performance of this Agreement. Tenant's liability under this paragraph is absolute and shall not be dependent upon any agents, employees, subconsultants, contractors, subcontractors or suppliers; and the neglect of the SJTA to direct Tenant to take any particular precaution or to refrain from any particular conduct shall not excuse Tenant except for damage resulting solely from the SJTA's negligence.

22. Notices. All notices provided for herein shall be in writing. Any notice permitted or required to be served upon Tenant may be served upon it at:

Garden State Outdoor, LLC
Attention: Adam Burkett
1616 Pacific Avenue, Suite 500
Atlantic City, NJ 08401

with a copy to:

Provided, however, that if Tenant shall give notice in writing to the SJTA of any change in said address, then and in such event, such notice shall be given to Tenant at such substituted address. Any notice permitted or required to be served upon the SJTA may be served upon it at:

South Jersey Transportation Authority
Attn: Business Manager
P.O. Box 351
Hammonton, NJ 08037

with copies to:

South Jersey Transportation Authority
Attn: Administrative Manager
P.O. Box 351
Hammonton, NJ 08037

Gilmore & Monahan, P.A.
Attn: Stephen K. Foran, Esq.
10 Allen Street, 4th Floor
P.O. Box 1540
Toms River, NJ 08754

Provided, however that if the SJTA shall give notice in writing to the Tenant of any change in said address, then and in such event, such notice shall be given to SJTA at such substituted address. Any notice served by mail shall be by registered, certified mail or overnight mail.

23. Title. The Structure shall remain the absolute property of Tenant at all times, including after termination, expiration or non-renewal of this Agreement. At the conclusion of the Term, the Structure shall remain the property of Tenant, which shall, at its sole cost and expense, remove the Structure within thirty (30) days' written notice from the SJTA. If so requested by the SJTA, Tenant shall, in addition to the Structure, remove the foundation for the Structure, and restore the property as nearly as possible to its original condition.

24. Relocation and Removal. If necessary, due to circumstances including, but not limited to, construction along the Expressway, the SJTA may, at its sole cost and expense, relocate the Structure to a site mutually agreeable to the parties or terminate this Agreement on thirty (30) days prior written notice and remove the Structure.

25. Nuisances. Where, as a result of any act or omission of Tenant or its successors, a nuisance, including, but not limited to garbage and debris, exists on the Premises or Structure, the SJTA may, by written notice, order Tenant to abate and/or remove the nuisance, insofar as it is practicable and reasonable to do so. Should Tenant fail to do so within a reasonable time, the SJTA may take whatever steps may be necessary to abate and/or remove the nuisance and Tenant shall be liable for the reasonable cost thereof.

26. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication or any portion of the rights created hereunder to the general public for any public purpose whatsoever.

27. Compliance with Environmental Laws.

A. Tenant may inspect the Premises where work is to be performed pursuant to this Agreement to become familiar with the condition of the Premises. SJTA makes no representations or warranties regarding the condition of the Premises, and Tenant agrees that no claim whatsoever shall be made against the SJTA for costs, damages or expenses as a result of the conditions of the Premises.

B. Tenant, at its own cost and expense, shall comply with any existing or hereafter enacted environmental laws or regulations, which affect the Premises or Structure.

C. With the approval of the SJTA, Tenant, may, at its own cost and expense, conduct investigations as part of its initial site evaluation, including any test and soil borings necessary to determine the presence or absence of environmentally sensitive materials at the Premises. If a site investigation reveals the presence of contamination, Tenant may elect to conduct any required cleanup or remediation at its own expense, or it may decide not to develop the site and may terminate this Agreement with fifteen (15) days written notice to the SJTA. If Tenant does not proceed with the development of the site, it shall not be responsible for any environmental liabilities discovered by site tests approved by the SJTA.

D. If at any time prior to or during construction or otherwise, environmentally sensitive materials are discovered on the Premises, Tenant must notify the appropriate governmental authorities and the SJTA of said discovery in accordance with applicable environmental laws and regulations. If Tenant decides to proceed with construction of the Structure, it shall, at its own cost and expense, undertake any monitoring or remedial activities required pursuant to any applicable laws or regulations. Except where such monitoring or remedial activities are voluntarily undertaken by Tenant in order to construct, install, maintain, utilize and operate the Structure, Tenant shall not be responsible for the monitoring or remedial activities made necessary by pre-existing hazardous materials deposited by others. Tenant, at its own cost and expense, shall promptly provide to the SJTA copies of all submissions made to any environmental regulatory agency in connection with its responsibilities pursuant to this paragraph. Should Tenant decide not to voluntarily undertake the monitoring or remedial activities necessary to construct, install, maintain, utilize and operate the Structure and Premises, the SJTA may terminate this Agreement upon ten (10) days written notice.

E. If any site remediation must be undertaken on the Premises or any other properties controlled or owned by the SJTA resulting from the action or inactions of Tenant, or its officers, agents, contractors, subcontractors or employees, Tenant shall, at its own cost and expense, prepare and submit the remediation action plan prepared by Tenant to the SJTA before it is submitted to the appropriate regulatory agency. The SJTA's approval shall not be unreasonably withheld or delayed. The obligations of Tenant set forth in this paragraph of this Agreement shall survive the termination of this Agreement.

F. Tenant shall, at all times during the Term of this Agreement, permit the SJTA to have access to the Premises for the purpose of environmental inspections, including, but not limited to, sampling. The SJTA shall provide reasonable advance notice to Tenant of environmental inspections and Tenant shall have the right to have a representative present during any such inspections. Tenant shall, at its own cost and expense, provide all information required by the SJTA for the preparation of any non-applicability affidavits, de minimus quantity exemption applications, or other environmental submissions, and shall promptly sign such affidavits and submissions when requested by the SJTA.

28. New Jersey Law Against Discrimination. Tenant is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and in accordance with the regulations promulgated by the State Treasurer of New Jersey pursuant to such law.

A. The SJTA and Tenant agree to incorporate into this Agreement the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Tenant, contractor or subcontractor, where applicable, agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

The SJTA and Tenant agree to incorporate into this Agreement the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Tenant, contractor or subcontractor, where applicable, agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

B. Tenant shall execute the Affirmative Action Agreement, Exhibit "A", annexed to and made a part of this Agreement.

C. Tenant shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) to the State of New Jersey.

29. Security and Protection. Tenant acknowledges and accepts full responsibility for the security and protection of the Structure and for the prevention of any theft, vandalism, fire or unauthorized access to the Structure and expressly agrees to comply with all laws and regulations of the SJTA and of any and all other governmental entities that now or may hereafter have jurisdiction over the Structure.

30. Public Service Messages.

A. During any periods when advertising space is unsold, SJTA shall have the exclusive right to utilize that space to promote its own services and programs at no cost to the SJTA. The SJTA shall be responsible for the cost of production as well as the disposal cost of vinyl materials. The Tenant shall install and remove SJTA advertising copy at its expense.

B. The Tenant shall maintain a public service rate for not-for-profit agencies that wish to post their messages. This rate shall be lower than that charged to commercial advertisers but reflective of the market value of the advertising space.

31. Termination. This Agreement may be terminated, without penalty or further liability by either party on sixty (60) days prior written notice, if the other party remains in default under paragraph 32 of this Agreement after the applicable cure periods or by the SJTA if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Structure.

32. Default and Right to Cure.

A. The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than fifteen (15) days after receipt of written notice of such failure to pay from the SJTA; (ii) Tenant's failure to perform any non-monetary term or condition under this Agreement within thirty (30) days after receipt of written notice from the SJTA specifying the failure; (iii) Tenant's failure to complete construction of a Structure within six (6) months of Tenant's receipt of all necessary permits, licenses, approvals and/or waivers for such Structure or within one (1) year of the execution of this Agreement, unless such time is extended by the SJTA as elsewhere provided; (iv) Tenant's failure to complete construction of the Structure within two (2) months after construction of the Structure has begun; or (v) if Tenant shall become insolvent or make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against Tenant and the act of bankruptcy alleged is not denied by Tenant. No failure to perform under (A) (i) or (ii) will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, the SJTA shall have the right to exercise any and all rights and remedies available to it under law or equity. Upon termination of this Agreement by the SJTA, ownership of the Structure shall vest in the SJTA in accordance with paragraph 23 of this Agreement.

B. The following will be deemed a default by the SJTA and a breach of this Agreement; the SJTA's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if the SJTA has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the SJTA. If the SJTA remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure the SJTA's default and to deduct the cost of such cure from any moneys due to the SJTA from Tenant.

33. Holdover. The holding over in possession by Tenant following the expiration of the Term shall not constitute renewal except that Tenant shall be deemed to be a month-to-

month Tenant subject to the terms and conditions of this Agreement, terminable by either party on thirty (30) days written notice to the other.

34. Net Lease. Tenant shall be responsible for all costs and expenses arising out of or associated with this Agreement, the Premises or the Structure, including, but not limited to, any design, construction, installation, operation, maintenance and improvements to the Structure and Premises.

35. Non-Waiver. No waiver of default by either party of any of the terms, covenants or conditions of this Agreement to be performed, kept, and observed by the other party shall be construed to be or act as a waiver or any subsequent default of any of the terms, covenants, and conditions to be performed, kept and observed by the other party and shall not be deemed a waiver or any right on the part of the other party to cancel this Agreement as provided herein.

36. Rights Non-Exclusive. Notwithstanding anything herein contained that may be or appear to the contrary, this Agreement is limited to the leasing of the Premises and does not grant Tenant any rights, privileges or licenses beyond the scope of this Agreement.

37. Compliance with Laws. Each party shall comply with all applicable federal, state, municipal, local or department laws, ordinances, rules, regulations and orders in its performance of this Agreement.

38. No Individual Liability. No member, officer, agent, director, or employee of the SJTA or Tenant shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

39. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method or computation of rents, fees, and charges, or any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of lessor and lessee.

40. Capacity to Execute. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

41. Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the SJTA or Tenant in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

42. Force Majeure. Except as herein provided, neither the SJTA nor Tenant shall be deemed to be in default hereunder if either party is delayed from performing any of the obligations hereunder, by reason of fire, flood, strikes, boycotts, labor disputes, embargoes,

shortages of energy or materials, acts of God, acts of the public enemy, usually severe weather conditions, riots, rebellion, sabotage, or any other similarly extreme circumstances for which it is not responsible or which are not within its control.

43. Assignment. Tenant shall not assign its rights or duties hereunder, in whole or in part, without the prior written consent of the SJTA. Any such consent of assignment will be specifically subject to all provisions of this Agreement and before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the Term, or any extension thereof. Any assignment absent the SJTA's written consent is void. In the event the SJTA shall consent to such an assignment, then Tenant shall provide the SJTA with all appropriate and relevant information concerning assignee, including but not limited to the office address, phone number and contact names for such assignee. Any such consent of assignment shall specifically be subject to Tenant supplying to the SJTA all appropriate contacts for assignee along with appropriate office addresses and any other requested information.

44. Incorporation of Exhibits and Proposal. All exhibits, attachments and schedules referenced in this Agreement are intended to be and are hereby specifically made a part of this Agreement. The SJTA's Request for Proposals (RFP) to lease a portion of the Expressway right-of-way for outdoor advertising which resulted in the award of this Agreement to Tenant and the Proposal submitted by Tenant in response to the RFP is intended to be and is hereby specifically made a part of this Agreement. If there is any conflict between the terms of the RFP or Proposal and this Agreement, the terms of this Agreement shall control.

45. Successors Bound. The SJTA and Tenant for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

46. Approvals. Whenever this Agreement calls for construction, installation or general engineering approvals by the SJTA, such approvals shall be evidenced by the written approval of the SJTA's Director of Engineering or his or her authorized designee. All other approvals by the SJTA shall be evidenced by the written approval of the SJTA's Director of Tourist Services or his or her authorized designee.

47. Titles and Headings. The paragraph and subparagraph titles or headings contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement.

48. Governing Law. The SJTA and Tenant agree that this Agreement is made and to be performed in New Jersey and that the validity, interpretation, performance and enforcement of all duties, obligations, liabilities and terms of this Agreement shall be governed by and decided in accordance with the laws of the State of New Jersey without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). The parties agree to submit to the jurisdiction of the Superior Court, State of New Jersey, within the County of Atlantic, or the United States

District Court, Third Circuit, for the resolution of any dispute or controversy arising out of this Agreement.

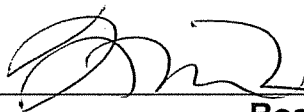
49. Entire Agreement; Amendment. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Tenant that the SJTA and its agents have made no representations, promises or warranties with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth herein and that no claim or liability or cause for termination shall be asserted by Tenant against the SJTA for, and the SJTA shall not be liable by reason of, the breach of any representations, promises or warranties not expressly provided in this Agreement. Except as otherwise specifically provided in this Agreement, no amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

50. Publicity. The Tenant shall not issue any news releases or develop any publicity regarding this Agreement without the express written permission of the SJTA.

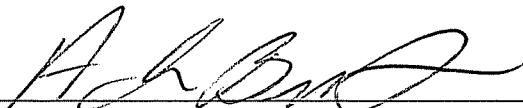
51. Payment of Taxes. The Tenant shall agree to pay all applicable Federal and State Taxes upon the sale of outdoor advertising.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESS & ATTEST



Board Secretary
(Seal)



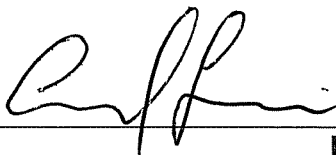
Secretary
(Seal)

**SOUTH JERSEY TRANSPORTATION
AUTHORITY**

BY: 

Executive Director

**TENANT:
GARDEN STATE OUTDOOR, L.L.C.**

BY: 

President

SCHEDULE A (To Agreement) - OUTDOOR STRUCTURE; SPECIFICATIONS

Location 1: MP 6.6 N/S

Size: 16 x 60, total of 1,920 sq. feet

Number of Faces: 2 Lighting: X Illuminated Not Illuminated

Maximum Height: 70 Feet from ground to top

EXHIBIT A (To Agreement) (revised 04/10)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27** 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

TENANT: GARDEN STATE OUTDOOR, L.L.C.

Date: 5/31/12

By: ACH BIRD

Print: ADAM BURKETT

EXHIBIT B (To Agreement)

SJTA ADVERTISING CONTENT POLICY

It is the policy of the South Jersey Transportation Authority to not allow the display of advertising that is not in keeping with the standards of the community. There are five types of advertising content, which the community has determined is not in keeping with community standards, these are:

1. Tobacco and tobacco products
2. Alcoholic beverages
3. Misleading or deceptive advertising
4. Sexually explicit, obscene or gender or racial offensive materials
5. The promotion of violence, illegal activity or deviant behavior

Out-of-home advertising firms doing business with the South Jersey Transportation Authority (SJTA) shall be responsible for the content of all advertising to be displayed and shall use their business judgment in accepting advertising content for posting. Out-of-home advertising firms shall have the right to reject any objectionable advertising, especially if said advertisement will have a detrimental impact on the sale of advertising and the value of SJTA's advertising program. Potentially objectionable advertising will be submitted for review to SJTA and may require changes in copy, visuals or other materials so that the advertisement is acceptable to community standards.

Out-of-home advertising firms shall hold SJTA harmless from all litigation regarding its sale of advertising and its determination of the acceptability of advertising content. SJTA will hold the franchisee harmless from litigation resulting from its direction to the franchisee to reject advertising because of content. SJTA retains the right to reject any advertising prior to display. The out-of-home advertising firm shall remove any advertising that SJTA determines to be objectionable. Removal shall take place no later than 24 hours from the time of notification to the out-of-home advertising firm.

EXHIBIT C (To Agreement)

SJTA ENGINEERING REQUIREMENTS FOR BILLBOARD PROJECTS

- A. DOT Outdoor Advertising Permit (Original)
- B. DCA Plan Releases and Permits (Original)
- C. Proof of Planning Board Review and Recommendation Hearing where applicable
- D. Preliminary Engineering Plans, signed and sealed by a Professional Engineer licensed in the State of New Jersey, to include the following:
 - Geotechnical Report
 - Elevation view of proposed Structure
 - Design Plan and access to construction calculations.
 - Guide Rail Design (Length of Need Calculation)
 - Structural Details for Structure
 - Electrical Plans
 - Landscaping Plan
 - Soil Erosion and Sediment Control Plans and Details
 - Site Plan (100 feet radius of Billboard)
 - All Existing Conditions
 - All Utilities
 - Roadway and Pavement
 - Guide Rail, etc.
 - All Roadway Appurtenances.
 - All at 30 or 50 Scale
- E. Maintenance and Protection of Traffic (Traffic Control Plan)
- F. SJTA Access Permit application with appropriate fee prior to entering any SJTA property.