

**FIRST AMENDMENT TO THE BILLBOARD REMOVAL AND RELOCATION  
AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND OUTFRONT  
MEDIA, LLC**

This is the FIRST AMENDMENT TO BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("First Amendment") is made and entered into the day of May 12, 2020, by and between OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"), and the CITY OF GARDEN GROVE, a municipal corporation ("City"). Company and City may be referred to in this Amendment separately as "Party" or collectively as "Parties." Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

**RECITALS**

A. WHEREAS, Company and City entered into that certain Billboard Removal and Relocation Agreement entered into in or around December 12, 2019 (the "Agreement") related to the removal of the Existing Billboards and installation of Digital Billboards. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

B. WHEREAS, Company and City now desire to amend the Agreement as set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The following language shall be added to the end of paragraph 11.e. of the Agreement:

Without limiting the foregoing, Company shall also have the right to terminate the Agreement if the existing lease agreement between the Company and Owner of the Relocation Site is terminated or expires prior to the expiration of the Term of this Agreement and Company no longer has a legal right to access or maintain the Digital Billboards on the Relocation Site. If this Agreement terminates due to the termination or expiration of said lease agreement, then (i) any remaining unpaid Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be

reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses, including additional prorated Annual Mitigation Fee for the time the Digital Billboards remain on the Relocation Site after any such expiration and the actual removal of the Digital Billboards. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby agrees to indemnify, releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

2. No Other Modifications. Except as modified by this Amendment, the Parties hereto hereby confirm that all provisions of the Agreement shall and do remain in full force and effect.

3. Conflicts. In the event of any inconsistency between this Amendment and the Agreement, the terms of this Amendment shall govern and control.

4. Facsimile/PDF Signatures. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Amendment. The parties hereto intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other parties hereto will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

5. Counterparts. This Amendment may be executed by the parties hereto in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such parts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the last date upon which Company and City have executed this Amendment.

**"CITY"  
CITY OF GARDEN GROVE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott C. Stiles  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Teresa Pomeroy  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Omar Sandoval  
City Attorney

Date: \_\_\_\_\_

**"COMPANY"  
Outfront Media LLC,  
A Delaware limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_