

City of Philadelphia



Philadelphia, April 9, 2015

CERTIFICATION: This is to certify that Bill No. 140906-A was presented to the Mayor on the twenty-sixth day of March, 2015, and was not returned to the Council with his signature at a meeting held April 9, 2015 (being more than ten days after it had been presented to him)

THEREFORE, Pursuant to the provisions of Section 2-202 of the Philadelphia Home Rule Charter, the ordinance becomes effective as if the Mayor had approved it.

A handwritten signature in cursive script that reads "Michael A. Decker".

Michael A. Decker
Chief Clerk of the City Council

(Bill No. 140906-A)

AN ORDINANCE

Amending Title 14 of The Philadelphia Code, entitled "Zoning and Planning," by amending Section 14-203, entitled "Definitions," and by amending Chapter 14-500, entitled "Overlay Zoning Districts," to add a new Section 14-516, entitled "UED Urban Experiential Display Overlay Control District," all under certain terms and conditions.

THE CITY COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. Title 14 of The Philadelphia Code is hereby amended to read as follows:

TITLE 14. ZONING AND PLANNING.

* * *

CHAPTER 14-200. DEFINITIONS.

* * *

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§ 14-203. Definitions.

* * *

(345.1) Urban Experiential Display. *An Urban Experiential Display (UED) is a form of Digital Display as defined at § 14-203(94.1) that is formatted to exhibit full motion video or animation by the use of lighting or otherwise to depict movement or animation or to create a special effect or scene that may include intermittent, scrolling, or changes in illumination that may vary in intensity given ambient light level. A UED may also include Embellishments or Embellished Area areas, special effects elements, or structures that extend beyond the face of the UED and UED structure, or wall or structure to which it is attached, and may include two- and three dimensional features.*

* * *

CHAPTER 14-500. OVERLAY ZONING DISTRICTS.

§ 14-501. General.

* * *

- (a) Overlay zoning district regulations apply in combination with underlying base zoning district regulations and all other applicable regulations of this Zoning Code. All applicable zoning code regulations apply in overlay districts, except that when overlay district standards conflict with standards that would otherwise apply under this Zoning Code, the regulations of the overlay zoning district govern. When two or more overlay district provisions conflict, the stricter provision shall govern, *unless otherwise specified.*

* * *

§ 14-517. UED, Urban Experiential Display Overlay Control District.

(1) Purpose.

- (a) */UED, Urban Experiential Display Overlay Control districts are intended to encourage the orderly development, placement, and usage of two and three-dimensional digital accessory, non-accessory and public service displays, including placement on individual lots, and to preserve the integrity of commercial areas*

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and abate or reduce any detrimental impacts to residential areas and uses.

(2) Applicability.

- a) *The /UED, Urban Experiential Display Overlay Control District, shall consist of the area bounded by Arch Street, Broad Street (including east side only), Race Street, Juniper Street (extended), Arch Street, 12th Street, Chestnut Street, Juniper Street, Spruce Street, Broad Street (including east side only), South Penn Square (including north side only), 15th Street (including east side only) and Arch Street, including both sides of all included and bordering streets, unless otherwise specified.*
- (b) *Notwithstanding any other provision of this Code, to the extent any provision of this Section 14-517 (“/UED, Urban Experiential Display Overlay Control District”) conflicts with any other provision of this Code, the provision of this Section shall control.*
- (c) *Urban Experiential Displays are permitted only within Permitted Areas set forth in § 14-517(2)(e). Boundaries of Permitted Areas should be so designated to afford a reasonable line of division between the Permitted Area and adjacent uses consistent with carrying out the purposes and scope of the Zoning Code.*
- (d) *Urban Experiential Displays are only permitted in the base Zoning Districts of CMX-4 and CMX-5 Commercial Zoning Districts.*
- (e) *Permitted Areas. Within the /UED Overlay Control District, Urban Experiential Displays are only permitted in the following specific Permitted Areas:*
 - (.1) *Convention Center Area: On the east side of North Broad Street, between Arch Street and Race Street.*
 - (.2) *Reading Terminal Area: North 12th Street, between Arch Street and Filbert Street.*

(3) Sign Regulations.

- (a) *Urban Experiential Displays are defined at § 14-203(345.1).*
- (b) *The following provisions of this Title shall not apply to Urban*

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Experiential Displays within the Urban Experiential Display Overlay Control District:

- (.1) Chapter 14-900 (Signs).*
- (.2) Any provision that restricts or otherwise regulates accessory or non-accessory signs.*
- (c) Urban Experiential Displays are considered a use and a structure; and are permitted on a lot in addition to any other permitted principal or accessory uses and structures; provided, however, that no more than one UED is permitted on a single lot. No UED may be placed on a vacant lot or on a lot containing as its principal use a surface parking lot.*
- (d) Gross Floor Area. The spatial area of an Urban Experiential Display shall not be included when calculating gross floor area.*
- (e) Lot Coverage. The spatial area of an Urban Experiential Display shall not be included when calculating lot coverage.*
- (f) Yards. Front, side, and rear yard setbacks shall not apply to Urban Experiential Displays.*
- (g) Separation Requirements.*
 - (.1) No Urban Experiential Display shall be located within 900 feet of another Urban Experiential Display.*
 - (.2) Spacing between sign structures shall be measured as a straight-line distance between the edges of each sign face closest to each other.*
- (h) Height. An Urban Experiential Display shall not exceed a height of 58 feet to the top of the Display, if attached to an existing structure; or 45 feet, if freestanding. Height shall be measured from the average ground level where the Display is located. The bottom edge of any UED that is attached to an existing structure shall not be situated less than 15 feet above the average ground level where the Display is located.*
- (i) Projections and Encroachments.*
 - (.1) Urban Experiential Displays are permitted to project over,*

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or encroach upon, a city sidewalk or right-of-way. Such projections and encroachments must be reviewed and approved by the Streets Department.

(.2) This Section does not eliminate the need for an Ordinance by City Council that is otherwise required to authorize a projection or encroachment where applicable.

(.3) No UED shall obstruct, in whole or in part, any windows on any structure located on the same lot at the time of the UED's construction.

(j) Distance Requirements.

No Urban Experiential Display shall be located within the following:

(.1) 500 feet of the Benjamin Franklin Parkway, the Vine Street Expressway, Route 76, Route I-95.

(.2) 500 feet of any Residential or SP-PO Zoning District.

(k) Size Requirements. An Urban Experiential Display shall have a minimum video display area of 1,500 square feet, and shall be limited to a maximum video display area of 2,500 square feet for free standing UEDs, and 3,500 square feet for UEDs attached to another structure.

(l) Urban Experiential Displays are permitted to be internally or externally illuminated (subject to subsection (p)(.2), below); have digital display; have video display or projections; contain scrolling, continuous, intermittent, flashing, illuminated, animated, video or audio streaming messages, displays, colors, figures and the like; have live video and audio feed; have changeable copy, messages and display; have interactive display video and audio; or be mechanically revolving, or moving horizontally or vertically, or have the appearance of such. Audio shall not be audible without the aid of an assistive listening device such as a smartphone.

(m) (.1) An Urban Experiential Display may be operated between the hours of 6:00 am and 12:00 am or at other time periods approved by the City Planning Commission.

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- (.2) *Primary illumination of the Urban Experiential Display shall be internal and shall use ambient light sensors to automatically reduce the intensity of the illumination during periods of darkness.*

(n) *Illuminance Requirements*

- (.1) *UED's at all times shall operate at a level that does not exceed 0.3 (fc) foot candles of light above the ambient light levels.*
- (.2) *The measurement of Illuminance shall be conducted by either a professional lighting consultant or an employee of The City of Philadelphia Department of Licenses and Inspections, hereinafter referred to as (Lighting Inspector) as measured using a properly calibrated low-level foot candle metering device with two decimal place capability, hereinafter referred to as (Illuminance Meter) at a height of five feet above the grade at a preset distance depending on the area of the UED. The distance away from the UED, hereinafter defined as the (Illuminance Measurement Distance), shall be calculated as follows:*

$$\text{Illuminance Measurement Distance} = \sqrt{\left(\frac{\text{Directional UED Area} \times 100}{\text{(Sq. Ft.)}} \right)}$$

Directional UED Area is defined as the surface area of a UED that is primarily visible from one direction. When a measurement from the required distance is obstructed by private property, a building, or other permanent structure, the measurement shall be taken from the furthest possible perpendicular extent.

- (.3) *In order to determine the Ambient Light Level the Lighting Inspector shall have two methodologies in order to determine the Ambient Light Level. The methodology of choice is at the sole discretion of the Lighting Inspector.*
- (.a) *UED Inactive – The Lighting Inspector upon twenty four (24) hour notice to the UED operator can require the UED operator to extinguish the UED, defined as ceasing to display any visual*

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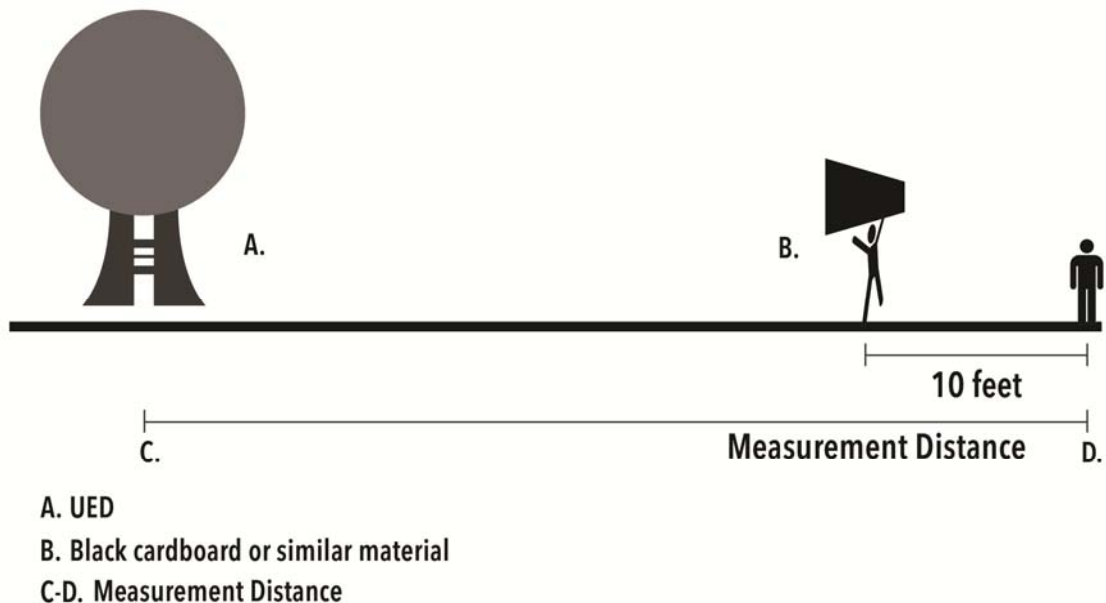
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communication from the UED, for one hour. With the UED extinguished the Lighting Inspector shall position the Illuminance Meter at an elevation of five (5) feet above the grade at the Illuminance Measurement Distance. Immediately following the Ambient Light Level reading the UED should be made operational so that the Lighting Inspector can take the Illuminance Measurement of the UED in order to determine compliance

- (.b) *UED Active - The Lighting Inspector shall aim the Illuminance Meter toward the UED but place an opaque black sheet of material that is of an appropriate sign to obstruct the light from the UED. A material size of twelve inches high by forty inches is recommended but subject to the discretion of the Lighting Inspector. The material should be a distance of ten (10) feet away from the Lighting Inspector in between the UED and the Lighting Inspector. Please see Diagram A below.*

Diagram A: Measuring Ambient Light Level



- (.4) *In order to determine the UED Illuminance level the*

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Lighting Inspector shall position the Illuminance Meter at the Measurement Distance. The Lighting Inspector shall be positioned at an angle to the display of not greater than seven (7) degrees from perpendicular to the Directional UED Area. The Lighting Inspector shall aim the Illuminance Meter towards the UED.

- (.5) The Illuminance of a UED shall be considered compliant with the Illuminance requirements of this subsection if the difference between the ambient light measurement and the operating UED light measurement is 0.3 foot-candle or less.*

(o) Luminance Requirements

- (.1) UED's shall operate at a maximum of seventy five hundred (7500) nits during day time hours (dawn to dusk) and shall operate at a maximum of five hundred (500) nits during night time hours (dusk to dawn)*
- (.2) The measurement of Luminance shall be conducted by either a professional consultant or an employee of The City of Philadelphia Department of Licenses and Inspections, hereinafter referred to as (Lighting Inspector), as measured using a properly calibrated Luminance Meter set to measure candela per meter squared.*
- (.3) If measuring during day time hours (dawn to dusk), the Lighting Inspector shall conduct the measurement within a time frame of at least thirty (30) minutes after dawn and thirty (30) minutes before dusk. If measuring during night time hours (dusk to dawn), the Lighting Inspector shall conduct the measurement within a time frame of at least sixty (60) minutes after dusk but sixty (6) minutes before dawn.*
- (.4) The Lighting Inspector shall be positioned completely perpendicular to the surface area of the UED, defined as being located at a ninety (90) degree angle to the UED both horizontally and vertically at a distance not less than fifty (50) feet away from the UED and not more than two hundred and fifty (250) feet away from the UED. Each*

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Luminance Meter comes with a measurement area represented by two circles, a larger field of view circle and a smaller target area circle inside the view finder. The Lighting Inspector shall position the target area circle so it falls entirely within the brightest copy area of the UED that is being measured, as outlined in Diagram B below. The Lighting Inspector shall take the measurement by pulling the Luminance Meter trigger.

Measuring Examples



- (.5) *In the event that the Light Inspector cannot physically position themselves perpendicular to the UED and at a distance of two hundred and fifty (250) feet given the constraints of the built environment then the Illuminance Requirements in section (n) above shall exclusively control.*
- (p) *The operator of an Urban Experiential Display shall not permit communication copy on the UED that utilizes a background color, defined as the color of the communication copy behind the graphics, images, and logos occupying more than 50% of the sign face, that is white.*
- (q) *Each Urban Experiential Display shall be formatted and programmed to provide the following categories of communication:*
- (.1) *City of Philadelphia communication at a minimum of 8% of the operational hours.*

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- (.2) *Content provided by and promoting non-profit organizations at a minimum of 8% of the operational hours.*
- (.3) *Originally created content at a minimum of 11% of the operational hours. Originally Created Content shall not include any commercial messaging. Originally Created Content is defined as time sensitive information and infotainment that is relevant to the public that lives, works, and visits the City. Originally Created Content shall be updated at a minimum of once every seventy-two hours. No piece of Originally Created Content shall appear on a UED on more than one day out of every thirty days. Examples of Originally Created Content may include, but need not be limited to, the following:*
 - (.a) *local, regional, and national news;*
 - (.b) *local, regional, and national weather;*
 - (.c) *local, regional, and national financial information;*
 - (.d) *entertainment information such as television, movie, theatrical, and book reviews;*
 - (.e) *food and restaurant information including reviews, cooking tips, and recipes;*
 - (.f) *technology advancements and reviews;*
 - (.g) *travel destination information and destination compilations, e.g., top beach destinations;*
 - (.h) *local and regional job information including employment opportunities in the Philadelphia Region.*
- (.5) *National Amber Alert System displays and messages as the National Amber Alert System provides such alerts that are applicable to the location of each UED.*
- (.6) *The percentages set forth in subsections (.1), (.2) and (.3), above, shall apply on a per-hour basis.*
- (r) *Each UED shall be designed and constructed utilizing a minimum of three types of Visual Communication Technology. Visual Communication Technology shall mean any type of lighting element that, when operational, is able to communicate a visual message. Visual Communication Technology may include but need not be limited to the following types:*

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- (.1) *Dual In-Line Packaged LED*
- (.2) *Surface Mount Diode LED*
- (.3) *Chip On Board LED*
- (.4) *Fiber Optic LED*
- (.5) *Internally Illuminated Lexan*
- (.6) *Intense Pulsed Light Technology*
- (.7) *Outdoor Projection Technology*
- (.8) *Outdoor Projection Video-Mapping Technology*
- (.9) *Holographic Technology*
- (.10) *3D Holographic Technology.*

- (s) *Each UED operator shall be required to invest a minimum of \$2,000,000.00 into the physical construction of each UED (Minimum Investment). This Minimum Investment shall not include items not part of the physical construction such as design, concept, and engineering costs.*

(4) Use Regulations.

Regulated uses (as defined in § 14-603(13) (Regulated Uses)) are not permitted in the District unless otherwise expressly stated.

(5) Approval Process.

No zoning permits for Urban Experiential Displays shall be issued unless the applicant shall have first submitted to the City Planning Commission, and the City Planning Commission, after receipt of a recommendation from the Civic Design Review Committee, shall have reviewed and provided technical assistance and input that are intended to facilitate development of the UED in promoting the UED's purpose and goals.

(6) Art Commission.

No UED may be erected or maintained unless approved by the Art Commission.

(7) Department of Licenses and Inspections.

- (a) *The Department of Licenses and Inspections (L&I) shall state on*

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the City's website the application materials required by L&I to review a UED application for compliance with this Zoning Code. If upon review of an application, L&I determines that the application does not contain all of the required materials, L&I shall inform the applicant of the additional materials necessary to demonstrate compliance with this Zoning Code.

- (b) Pursuant to § 14-103(3)(h), L&I is authorized to promulgate such regulations as are necessary and appropriate to implement this Section or to produce any administrative manual or any other advisory publication necessary to implement the review and approval of a Zoning Permit Application for a UED.*

(8) *Pennsylvania Department of Transportation.* *No UED may be erected or maintained unless the applicant first files with the Department a ruling from the Pennsylvania Department of Transportation stating that either:*

- (a) The proposed location is not within the jurisdiction of the Department of Transportation;*
- (b) The erection and maintenance of UEDs is not within the jurisdiction of the Department of Transportation; or*
- (c) The erection and maintenance of the proposed UED is approved by the Department of Transportation.*

(9) *Removal or abandonment of a UED*

- (a) A UED that is not in operation for a period of more than 180 days shall be considered abandoned and shall be removed by the owner or operator at the owner or operator's expense.*
- (b) Prior to issuance of a building permit, the owner or operator shall agree to indemnify the City and to post a bond, in amounts satisfactory to the Department and in form satisfactory to the Law Department, to cover the cost of removal in the event the owner or operator fails to comply with subsection (a), above, or in the event the UED becomes unsafe, a public nuisance or otherwise not in compliance with this Code, or to cover any other costs the City may incur as a result of the installation or maintenance of the UED.*

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- (c) *Nothing in this subsection (9) is intended to limit any enforcement authority of the Department against either the owner or operator of the UED or the owner of the premises on which the UED is situated.*

SECTION 2. This Ordinance shall take effect immediately.

Explanation:

[Brackets] indicate matter deleted.
Italics indicate new matter added.

COMMUNITY BENEFITS AGREEMENT

*between PA Convention Center Media, LLC
and Avenue North Renaissance*

This COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this 11th day of March, 2015 ("Effective Date") by and between PA CONVENTION CENTER MEDIA, LLC ("PACCM") and AVENUE NORTH RENAISSANCE ("ANR").

RECITALS:

A. PACCM is a Delaware limited liability company, having an address of P.O. Box 1421, Malvern, Pennsylvania 19355.

B. ANR is an independent non-profit organization, having an address of _____, Philadelphia, Pennsylvania 191____.

C. ANR was created in 2014 to increase development along North Broad Street.

D. Pursuant to Ordinance No. 140906, PACCM intends to erect an Urban Experimental Display ("UED") at the corner of N. Broad St. and Race St, Philadelphia, Pennsylvania 19107, which is within ANR's geographic boundaries.

E. In consideration of ANR's long-standing presence within, and contributions to, the area to be served by the proposed UED, and in exchange for ANR's support of this project, PACCM desires to work with ANR to advance the physical improvement of the streetscape enhancements within the District and support ANR's work in furtherance of making the District a vibrant and attractive place to live, work, shop, play and learn.

F. The proposed UED will generate a number of benefits in favor of ANR, including but not limited to the following:

i. UEDs are unique in that they incorporate elements of art, architecture and advertising into a singular use. The proposed UED will be specifically designed in an aesthetic and functional manner to enhance the ANR's geographic area, and as a result, will accentuate the vibrancy of the area and heighten the public's sense of the area as a focal point for entertainment, dining, retail and hospitality activities, thereby attracting more entertainment, shoppers and tourists.

ii. The proposed UED will generate revenues that can be allocated toward the reuse and rehabilitation of existing buildings, thereby furthering ANR's interest in improving the area. Additionally, the proposed UED will generate potentially significant revenues for the City of Philadelphia in the form of permit fees and tax revenue.

iii. The proposed UED will provide an important public benefit in terms of disseminating non-commercial information to the public. Unlike its traditional counterparts, which are often dedicated exclusively to commercial advertising, the proposed UED will display information from a variety of sources. Specifically, the information exhibited on the proposed UED will consist of 8% from local non-profits, 8% from the City of Philadelphia, 11% original content and 3% public service announcements, with the remainder being allocated to commercial advertising.

G. As a result of the foregoing, it is to the mutual advantage of both PACCM and ANR to work together in furtherance of the proposed UED. Therefore, PACCM and ANR desire to enter into this Agreement as a means of memorializing their intention to cooperate in and support the installation and continuous operation of the proposed UED in order to realize the concrete and tangible benefits that will the UED will yield to the Parties, as well as the general public.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and it being the intention of the Parties to be legally bound hereby, the Parties to this Agreement agree as follows:

1. **Recitals.** The Parties hereby incorporate all of the recitals listed above as if the same were set forth at length herein.

2. **Term.** The term of this Agreement shall commence on the Effective Date, as set forth above, and shall terminate, without penalty, on the earliest of (i) 25 years from the date upon which the UED is completely constructed, installed and becomes fully operational; (ii) the election by ASM or Reading to terminate this Agreement upon the occurrence of an Event of Default by ASM or Reading, as set forth below; or (iii) if for any reason the UED ceases to exist by reason of any subsequent legislation making this an unlawful use, destruction of any property, including either the UED itself or its underlying support structure, or termination of any related lease of property or agreement pertaining to real estate where the UED is to be situated.

3. **PACCM's Agreement.** In addition to the tangible and intangible benefits inuring to ANR as a result of the installation and operation of the proposed UED, PACCM specifically agrees to fulfill the covenants in favor of ANR, as set forth in *Attachment 1* hereto.

4. **Failure to Enforce not a Waiver.** PACCM and ANR agree, any law, usage or custom to the contrary notwithstanding, that each shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of either in refraining from so doing at any time or times; and, further, that the failure of the non-breaching party at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Agreement or as having in any way or manner modified the same.

5. **Events of Default; Remedies.** In the event PACCM or ANR fails to perform or comply with its respective obligations under this Agreement, the non-breaching party shall be entitled to any and all available remedies at law or in equity, including seeking specific performance or injunctive relief, as may be appropriate to enforce this Agreement. Alternatively, the non-breaching party may in its sole discretion elect to terminate this Agreement upon sixty (60) days' notice to the other party of the breach and said breaching party's failure to cure the breach, or in the event the breach cannot be cured within such time, in good faith take all reasonable measures toward remedying the breach. In the event this Agreement is terminated under this paragraph, neither party shall have no further liability to the other hereunder following its termination.

6. **Miscellaneous.**

A. **Single Point of Contact.** PACCM and ANR will employ a single point of contact model in order to facilitate the timely communication and resolution of problems, issues and questions during the term of this Agreement. Concurrent with execution of this Agreement, each party has designated to the other its contact person, which may be changed from time to time by written notice from either party to the other.

B. **Subsequent Orders, Rules and Regulations.** In the event that any final order, rule or regulation promulgated by any other governmental entity or judicial authority renders any provision of this Agreement illegal or impractical, in whole or in part, PACCM and ANR will negotiate in good faith to amend this Agreement to comply with such order, rule or regulation in a manner consistent with the provisions and intent of this Agreement. PACCM agrees that if it is put on notice of any such order, rule or regulation, or reasonably believes such an order, rule or regulation is likely, it will promptly so inform ANR and will not oppose any effort by ANR to intervene or participate in any applicable proceeding (although the foregoing will not restrict PACCM from opposing ANR with respect to the merits of such order, rule or regulation or any action by or on behalf of ANR that is contrary to or in violation of the terms of this Agreement).

C. **Headings.** Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

D. **Notices.** Any notice to be given or to be served upon either party in connection with this Agreement, must be in writing and must be given by certified or registered mail, in which case it shall be deemed to have been given and received when a certified or registered letter containing such properly addressed, with postage prepaid, is deposited in the United States Mail. Such notice shall be given to the Parties at the following addresses:

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If to PACCM: PA Convention Center Media, LLC
Attn: Thaddeus Bartkowski
P.O. Box 1421
Malvern, PA 19355
(610)-975-990

With a copy to: Carl S. Primavera, Esq.
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
(215) 569-2700

If to ANR: Avenue North Renaissance
Attn: _____

With a copy to: _____
Attn: _____

At any time, any party may designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notice hereunder shall be sent, by giving five (5) days' written notice to the other party.

E. Amendments and Waivers. This Agreement shall not be altered, amended, changed or modified except in a writing executed by each of the Parties hereto. No delay on the part of either party in the exercise of any right, power or remedy will operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

F. No Third Party Beneficiary. No third party, other than the successors or assigns of PACCM or ANR shall have any right, benefit, standing or claim against PACCM or ANR by reason of the provisions of this Agreement or be entitled to directly or indirectly enforce any provision of this Agreement.

G. Successors and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns.

H. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any suits or actions arising out of this Agreement shall be brought exclusively in the Court of Common Pleas of the Commonwealth of Pennsylvania in Philadelphia County or the United States District Court for the Eastern District of Pennsylvania and the Parties hereby subject themselves to the jurisdiction of those courts.

I. **Incorporation.** Each provision of the Background to this Agreement is hereby incorporated in this Agreement as an integral part hereof.

J. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

K. **Severability.** Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

L. **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

M. **Construction and Advice of Counsel.** Each of the Parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for against either party as a result of such party having drafted of all or any portion hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, and expressly intending to be legally bound by hereby, each of the Parties hereto have made and executed this Agreement as of the date set forth below.

PA CONVENTION CENTER MEDIA, LLC

By: Outdoor Advertising Holdings, LLC

By: Catalyst Outdoor Holdings, LLC

Dated: 3-16, 2015

By: [Signature]
Name: THADDEUS BARTKOWSKI
Title: MANAGER

AVENUE NORTH RENAISSANCE

Dated: 3-11, 2015

By: [Signature]
Name: STEVEN SCOTT BRADLEY
Title: BOARD MEMBER - STEERING COMMITTEE

ATTACHMENT 1

SCHEDULE OF PAYMENTS

In consideration of ANR' support of and cooperation with the installation and operation of the proposed UED described herein above, PACCM has agreed to make annual monetary contributions to ANR in accordance with the schedule below, which contributions shall be funded by the revenues generated by the operation of the UED.

For the purposes of this Agreement, Year 1 shall mean the period of 365 days beginning on the first day that the UED is fully operational. Each subsequent year shall begin on the anniversary date of the first day that the UED is fully operational.

The annual contribution may be made as a lump sum or installments of lesser amounts. However, each annual contribution shall be paid in full by PACCM no later than thirty (30) days following the last day of the schedule year, as determined according to the preceding paragraph. For example, if the UED is fully operational on March 1, 2016, the annual contribution must be paid in full by PACCM no later than March 30, 2017.

<u>SCHEDULE OF PAYMENTS</u>	
<u>Year</u>	<u>Amount</u>
1.....	\$62,500
2.....	\$65,000
3.....	\$67,600
4.....	\$70,304
5.....	\$73,116
6.....	\$76,041
7.....	\$79,082
8.....	\$82,246
9.....	\$85,536
10.....	\$88,957
11.....	\$92,515
12.....	\$96,216
13.....	\$100,065
14.....	\$104,067
15.....	\$108,230
16.....	\$112,559

17	\$117,061
18	\$121,744
19	\$126,614
20	\$131,678
21	\$136,945
22	\$142,423
23	\$148,120
24	\$154,045
25	\$160,207

Notwithstanding the length of the Payment Schedule in this Attachment 1, should this Agreement be terminated for any of the reasons set forth under § 2 above, this payment obligation shall cease, as well.

In the event PACCM fails to make payments according to this Agreement, such failure shall be deemed a material breach of this Agreement, and ANR shall have the right, but not the obligation to, pursue any and all remedies provided for herein.

COMMUNITY BENEFITS AGREEMENT

*between Arch Street Media, LLC
and Reading Terminal Market Corporation*

This COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this 18th day of March, 2015 ("Effective Date") by and between Arch Street Media, LLC ("ASM") and READING TERMINAL MARKET CORPORATION ("Reading").

RECITALS:

A. ASM is a Delaware limited liability company, having an address of PO. Box 1421, Malvern, PA 19355.

B. Reading is an independent non-profit organization, having a registered address of 1 Convention Center Place, 1101 Arch Street, Philadelphia, Pennsylvania 19107.

C. Reading was created by City Council in 1994 to operate the historic Reading Terminal Market and to continue the revitalization of Reading Terminal as a hub for business, art and entertainment activities and to promote Reading Terminal as a center for tourism and commercial activities.

D. Pursuant to Ordinance No. 140906, ASM intends to erect an Urban Experimental Display ("UED") at the South West corner of 12th Street and Arch St, Philadelphia, PA 19107 which is within Reading's geographic boundaries.

E. In consideration of Reading's long-standing presence within, and contributions to, the area to be served by the proposed UED, and in exchange for Reading's support of this project, ASM desires to work with Reading to advance the physical improvement of the streetscape enhancements within the District and support Reading's mission and efforts in furtherance of making the District a vibrant and attractive place to live, work, shop, play and learn.

F. The proposed UED will generate a number of benefits in favor of Reading, including but not limited to the following:

i. UEDs are unique in that they incorporate elements of art, architecture and advertising into a singular use. The proposed UED will be specifically designed in an aesthetic and functional manner to enhance the Reading's geographic area, and as a result, will accentuate the vibrancy of the area and heighten the public's sense of the area as a focal point for entertainment, dining, retail and hospitality activities, thereby attracting more entertainment, shoppers and tourists.

ii. The proposed UED will generate revenues that can be allocated toward the reuse and rehabilitation of existing buildings, thereby furthering Reading's interest in improving the area. Additionally, the proposed UED will generate potentially significant revenues for the City of Philadelphia in the form of permit fees and tax revenue.

iii. The proposed UED will provide an important public benefit in terms of disseminating non-commercial information to the public. Unlike its traditional counterparts, which are often dedicated exclusively to commercial advertising, the proposed UED will display information from a variety of sources. Specifically, the information exhibited on the proposed UED will consist of 8% from local non-profits, 8% from the City of Philadelphia, 11% original content and 3% public service announcements, with the remainder being allocated to commercial advertising.

G. As a result of the foregoing, it is to the mutual advantage of both ASM and Reading to work together in furtherance of the proposed UED. Therefore, ASM and Reading desire to enter into this Agreement as a means of memorializing their intention to cooperate in and support the installation and continuous operation of the proposed UED in order to realize the concrete and tangible benefits that will the UED will yield to the Parties, as well as the general public.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and it being the intention of the Parties to be legally bound hereby, the Parties to this Agreement agree as follows:

1. **Recitals.** The Parties hereby incorporate all of the recitals listed above as if the same were set forth at length herein.

2. **Term.** The term of this Agreement shall commence on the Effective Date, as set forth above, and shall terminate, without penalty, on the earliest of (i) 25 years from the date upon which the UED is completely constructed, installed and becomes fully operational; (ii) the election by ASM or Reading to terminate this Agreement upon the occurrence of an Event of Default by ASM or Reading, as set forth below; or (iii) if for any reason the UED ceases to exist by reason of any subsequent legislation making this an unlawful use, destruction of any property, including either the UED itself or its underlying support structure, or termination of any related lease of property or agreement pertaining to real estate where the UED is to be situated.

3. **ASM's Agreement; ASM's Payments to Reading.** In addition to the tangible and intangible benefits inuring to Reading as a result of the installation and operation of the proposed UED, ASM specifically agrees to make the payments to reading and fulfill the covenants and obligations in favor of Reading, as set forth in *Attachment 1* hereto. The payments from ASM to Reading set forth in Attachment 1 are essential consideration.

4. **Failure to Enforce not a Waiver.** ASM and Reading agree, any law, usage or custom to the contrary notwithstanding, that each shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of either in refraining from so doing at any time or times; and, further, that the failure of the non-breaching party at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Agreement or as having in any way or manner modified the same.

5. **Events of Default; Remedies.** In the event ASM or Reading fails to perform or comply with its respective obligations under this Agreement, the non-breaching party shall be entitled to any and all available remedies at law or in equity, including seeking specific performance or injunctive relief, as may be appropriate to enforce this Agreement. Alternatively, the non-breaching party may in its sole discretion elect to terminate this Agreement upon sixty (60) days' notice to the other party of the breach and said breaching party's failure to cure the breach, or in the event the breach cannot be cured within such time, in good faith take all reasonable measures toward remedying the breach. In the event this Agreement is terminated under this paragraph, neither party shall have no further liability to the other hereunder following its termination.

6. **Miscellaneous.**

A. **Single Point of Contact.** ASM and Reading will employ a single point of contact model in order to facilitate the timely communication and resolution of problems, issues and questions during the term of this Agreement. Concurrent with execution of this Agreement, each party has designated to the other its contact person, which may be changed from time to time by written notice from either party to the other.

B. **Subsequent Orders, Rules and Regulations.** In the event that any final order, rule or regulation promulgated by any other governmental entity or judicial authority renders any provision of this Agreement illegal or impractical, in whole or in part, ASM and Reading will negotiate in good faith to amend this Agreement to comply with such order, rule or regulation in a manner consistent with the provisions and intent of this Agreement. ASM agrees that if it is put on notice of any such order, rule or regulation, or reasonably believes such an order, rule or regulation is likely, it will promptly so inform Reading and will not oppose any effort by Reading to intervene or participate in any applicable proceeding (although the foregoing will not restrict ASM from opposing Reading with respect to the merits of such order, rule or regulation or any action by or on behalf of Reading that is contrary to or in violation of the terms of this Agreement).

C. **Headings.** Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

D. **Notices.** Any notice to be given or to be served upon either party in connection with this Agreement, must be in writing and must be given by certified or registered mail, in which case it shall be deemed to have been given and received when a certified or registered letter containing such properly addressed, with postage prepaid, is deposited in the United States Mail. Such notice shall be given to the Parties at the following addresses:

City of Philadelphia

BILL NO. 140906-A continued

Certified Copy

If to ASM: Arch Street Media, LLC
Attn: Thaddeus Bartkowski
P.O. Box 1421
Malvern, PA 19355
(610)-975-990

With a copy to: Carl S. Primavera, Esq.
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
(215) 569-2700

If to Reading: Reading Terminal Market Corporation
Attn: _____
1 Convention Center Place
1101 Arch Street
Philadelphia, PA 19107

With a copy to: _____
Attn: _____

At any time, any party may designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notice hereunder shall be sent, by giving five (5) days' written notice to the other party.

E. Amendments and Waivers. This Agreement shall not be altered, amended, changed or modified except in a writing executed by each of the Parties hereto. No delay on the part of either party in the exercise of any right, power or remedy will operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

F. No Third Party Beneficiary. No third party, other than the successors or assigns of ASM or Reading shall have any right, benefit, standing or claim against ASM or Reading by reason of the provisions of this Agreement or be entitled to directly or indirectly enforce any provision of this Agreement.

G. Successors and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns.

PHIL1 4256576v.1
PHIL1 4323471v.1

H. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any suits or actions arising out of this Agreement shall be brought exclusively in the Court of Common Pleas of the Commonwealth of Pennsylvania in Philadelphia County or the United States District Court for the Eastern District of Pennsylvania and the Parties hereby subject themselves to the jurisdiction of those courts.

I. **Incorporation.** Each provision of the Background to this Agreement is hereby incorporated in this Agreement as an integral part hereof.

J. **Entire Agreement.** This Agreement and Attachment I embody the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

K. **Severability.** Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

L. **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

M. **Construction and Advice of Counsel.** Each of the Parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for against either party as a result of such party having drafted or all or any portion hereof.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, and expressly intending to be legally bound by hereby, each of the Parties hereto have made and executed this Agreement as of the date set forth below.

ARCH STREET MEDIA, LLC

Dated: 3/18, 2015

By: [Signature]
Name: Thoddeus Bortowski
Title: Manager

READING TERMINAL MARKET CORP.

Dated: 3/18/, 2015

By: [Signature]
Name: Albert Mezzadoca
Title: Chairman

ATTACHMENT 1

SCHEDULE OF PAYMENTS

In consideration of Reading's support of and cooperation with the installation and operation of the proposed UED described herein above, ASM has agreed to make annual monetary contributions to Reading in accordance with the schedule below, which contributions shall be funded by the revenues generated by the operation of the UED.

For the purposes of this Agreement, Year 1 shall mean the period of 365 days beginning on the first day that the UED is fully operational. Each subsequent year shall begin on the anniversary date of the first day that the UED is fully operational.

The annual contribution may be made as a lump sum or installments of lesser amounts. However, each annual contribution shall be paid in full by ASM no later than thirty (30) days following the last day of the schedule year, as determined according to the preceding paragraph. For example, if the UED is fully operational on March 1, 2016, the annual contribution must be paid in full by ASM no later than March 30, 2017.

SCHEDULE OF PAYMENTS	
<u>Year</u>	<u>Amount</u>
1.....	\$125,000
2.....	\$130,000
3.....	\$135,200
4.....	\$140,608
5.....	\$146,232
6.....	\$152,082
7.....	\$158,165
8.....	\$164,491
9.....	\$171,071
10.....	\$177,914
11.....	\$185,031
12.....	\$192,432
13.....	\$200,129
14.....	\$208,134
15.....	\$216,460
16.....	\$225,118
17.....	\$234,123
18.....	\$243,488

City of Philadelphia

BILL NO. 140906-A continued

Certified Copy

19.....	\$253,227
20.....	\$263,356
21.....	\$273,890
22.....	\$284,846
23.....	\$296,240
24.....	\$308,090
25.....	\$320,414

Notwithstanding the length of the Payment Schedule in this Attachment 1, should this Agreement be terminated for any of the reasons set forth under § 2 above, this payment obligation shall cease, as well.

In the event ASM fails to make payments according to this Agreement, such failure shall be deemed a material breach of this Agreement, and Reading shall have the right, but not the obligation to, pursue any and all remedies provided for herein.

PHIL1 4256576v.1
PHIL1 4323471v.1

COMMUNITY BENEFITS AGREEMENT

*between Avenue of the Arts Media, LLC
and Avenue of the Arts, Inc.*

This COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this 18th day of March, 2015 ("Effective Date") by and between *Avenue of the Arts Media, LLC* ("AAM") and AVENUE OF THE ARTS, INC. ("AAI").

RECITALS:

A. AAM is a Delaware limited liability company, having an address of P.O. Box 1421, Malvern, Pennsylvania 19355.

B. AAI is an independent non-profit organization, having an address of 777 S. Broad Street #3, Philadelphia, Pennsylvania 19147.

C. AAI was created in 1993 to coordinate and oversee the growth and development within the Avenue of the Arts District ("District"). Specifically, the geographic boundaries for the District are Broad Street, one block East and West, from Washington Avenue on the South to Glenwood Avenue on the North. AAI works closely with district businesses, arts and entertainment entities to promote the District as a center for tourism and commercial activities.

D. Pursuant to Ordinance No. 140906, AAM intends to erect an Urban Experimental Display ("UED") along the East side of Broad Street which is within AAI's District.

E. In consideration of AAI's long-standing presence within, and contributions to, the area to be served by the proposed UED, and in exchange for AAI's support of this project, AAM desires to work with AAI to advance the physical improvement of the streetscape enhancements within the District and support AAI's work in furtherance of making the District a vibrant and attractive place to live, work, shop, play and learn.

F. The proposed UED will generate a number of benefits in favor of AAI, including but not limited to the following:

i. UEDs are unique in that they incorporate elements of art, architecture and advertising into a singular use. The proposed UED will be specifically designed in an aesthetic and functional manner to enhance the District, and as a result, will accentuate the vibrancy of the District and heighten the public's sense of the District as a focal point for entertainment, dining, retail and hospitality activities, thereby attracting more entertainment, shoppers and tourists.

ii. The proposed UED will generate revenues that can be allocated toward enhancing the public environment, thereby furthering AAI's mission to improve the District. Additionally, the proposed UED will generate potentially significant revenues for the City of Philadelphia in the form of permit fees and outdoor advertising taxes.

iii. The proposed UED will provide an important public benefit in terms of disseminating non-commercial information to the public. Unlike its traditional counterparts, which are often dedicated exclusively to commercial advertising, the proposed UED will display information from a variety of sources. Specifically, the information exhibited on the proposed UED will consist of 8% from local non-profits, 8% from the City of Philadelphia, 11% original content and 3% public service announcements, with the comparatively modest remainder being allocated to commercial advertising.

G. As a result of the foregoing, it is to the mutual advantage of both AAM and AAI to work together in furtherance of the proposed UED. Therefore, AAM and AAI desire to enter into this Agreement as a means of memorializing their intention to cooperate in and support the installation and continuous operation of the proposed UED in order to realize the concrete and tangible benefits that will the proposed UED will yield to the Parties, as well as the general public.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and it being the intention of the Parties to be legally bound hereby, the Parties to this Agreement agree as follows:

1. **Recitals.** The Parties hereby incorporate all of the recitals listed above as if the same were set forth at length herein.

2. **Term.** The term of this Agreement shall commence on the Effective Date, as set forth above, and shall terminate, without penalty, on the earliest of (i) 25 years from the date upon which the UED is completely constructed, installed and becomes fully operational; (ii) the election by AAM or AAI to terminate this Agreement upon the occurrence of an Event of Default by AAM or AAI, as set forth below; or (iii) if for any reason the UED ceases to exist by reason of any subsequent legislation making this an unlawful use, destruction of any property, including either the UED itself or its underlying support structure, or lawful termination of any related lease of property or agreement pertaining to real estate where the UED is to be situated.

3. **AAM's Agreement.** In addition to the tangible and intangible benefits inuring to AAI as a result of the installation and operation of the proposed UED, AAM specifically agrees to fulfill the covenants in favor of AAI, as set forth in *Attachment I* hereto.

4. **Failure to Enforce not a Waiver.** AAM and AAI agree, any law, usage or custom to the contrary notwithstanding, that each shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of either in refraining from so doing at any time or times; and, further, that the failure of the non-breaching party at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Agreement or as having in any way or manner modified the same.

5. **Events of Default; Remedies.** In the event AAM or AAI fails to perform or comply with its respective obligations under this Agreement, the non-breaching party shall be entitled to any and all available remedies at law or in equity, including seeking specific performance or injunctive relief, as may be appropriate to enforce this Agreement. Alternatively, the non-breaching party may in its sole discretion elect to terminate this Agreement upon sixty (60) days' notice to the other party of the breach and said breaching party's failure to cure the breach, or in the event the breach cannot be cured within such time, in good faith take all reasonable measures toward remedying the breach. In the event this Agreement is terminated under this paragraph, neither party shall have any further liability to the other hereunder following its termination.

6. **Miscellaneous.**

A. **Single Point of Contact.** AAM and AAI will employ a single point of contact model in order to facilitate the timely communication and resolution of problems, issues and questions during the term of this Agreement. Concurrent with execution of this Agreement, each party has designated to the other its contact person, which may be changed from time to time by written notice from either party to the other.

B. **Subsequent Orders, Rules and Regulations.** In the event that any final order, rule or regulation promulgated by any other governmental entity or judicial authority renders any provision of this Agreement illegal or impractical, in whole or in part, AAM and AAI will negotiate in good faith to amend this Agreement to comply with such order, rule or regulation in a manner consistent with the provisions and intent of this Agreement. AAM agrees that if it is put on notice of any such order, rule or regulation, or reasonably believes such an order, rule or regulation is likely, it will promptly so inform AAI and will not oppose any effort by AAI to intervene or participate in any applicable proceeding (although the foregoing will not restrict AAM from opposing AAI with respect to the merits of such order, rule or regulation or any action by or on behalf of AAI that is contrary to or in violation of the terms of this Agreement).

C. **Headings.** Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

D. **Notices.** Any notice to be given or to be served upon either party in connection with this Agreement, must be in writing and must be given by certified or registered mail, in which case it shall be deemed to have been given and received when a certified or registered letter containing such properly addressed, with postage prepaid, is deposited in the United States Mail. Such notice shall be given to the Parties at the following addresses:

If to AAM: Avenue of the Arts Media, LLC
Attn: Thaddeus Bartkowski
P.O. Box 1421
Malvern, PA 19355
(610)-975-990

With a copy to: Carl S. Primavera, Esq.
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
(215) 569-2700

If to AAI: Avenue of the Arts, Inc.
Attn: Paul S. Beideman
777 S. Broad Street #3
Philadelphia, PA 19147

With a copy to: _____
Attn: _____

At any time, any party may designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notice hereunder shall be sent, by giving five (5) days' written notice to the other party.

E. Amendments and Waivers. This Agreement shall not be altered, amended, changed or modified except in a writing executed by each of the Parties hereto. No delay on the part of either party in the exercise of any right, power or remedy will operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

F. No Third Party Beneficiary. No third party, other than the successors or assigns of AAM and AAI, shall have any right, benefit, standing or claim against AAM or AAI by reason of the provisions of this Agreement or be entitled to directly or indirectly enforce any provision of this Agreement.

G. Successors and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns.

H. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any suits or actions arising out of this Agreement shall be brought exclusively in the Court of Common Pleas of the Commonwealth of Pennsylvania in Philadelphia County or the United States District Court for the Eastern District of Pennsylvania and the Parties hereby subject themselves to the jurisdiction of those courts.

I. **Incorporation.** Each provision of the Background to this Agreement is hereby incorporated in this Agreement as an integral part hereof.

J. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Specifically, this Agreement displaces the March 4, 2015 Agreement between the Parties with respect to the same subject matter as the instant Agreement.

K. **Severability.** Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

L. **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

M. **Construction and Advice of Counsel.** Each of the Parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for against either party as a result of such party having drafted of all or any portion hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, and expressly intending to be legally bound by hereby, each of the Parties hereto have made and executed this Agreement as of the date set forth below.

AVENUE OF THE ARTS MEDIA, LLC

Dated: March 18, 2015

By: [Signature]
 Name: Theodore Bartkowski
 Title: Manager

AVENUE OF THE ARTS, INC.

Dated: March 18, 2015

By: [Signature]
 Name: JOV S. BEIDMAN
 Title: President

ATTACHMENT 1

SCHEDULE OF PAYMENTS

In consideration of AAI support of and cooperation with the installation and operation of the proposed UED described herein above, AAM has agreed to make annual monetary contributions to AAI in accordance with the schedule below, which contributions shall be funded by the revenues generated by the operation of the UED.

For the purposes of this Agreement, Year 1 shall mean the period of 365 days beginning on the first day that the UED is fully operational. Each subsequent year shall begin on the anniversary date of the first day that the UED is fully operational.

The annual contribution may be made as a lump sum or installments of lesser amounts. However, each annual contribution shall be paid in full by AAM no later than thirty (30) days following the last day of the schedule year, as determined according to the preceding paragraph. For example, if the UED is fully operational on March 1, 2016, the annual contribution for Year 1 must be paid in full by AAM no later than March 30, 2017, and each subsequent contribution must be paid in full by AAM no later than March 30 of each subsequent calendar year.

<u>SCHEDULE OF PAYMENTS</u>	
<u>Year</u>	<u>Amount</u>
1	\$125,000
2	\$130,000
3	\$135,200
4	\$140,608
5	\$146,232
6	\$152,082
7	\$158,165
8	\$164,491
9	\$171,071
10	\$177,914
11	\$185,031
12	\$192,432
13	\$200,129
14	\$208,134
15	\$216,460
16	\$225,118

PHIL1 4256574v.1
 PHIL1 4323495v.1
 PHIL1 4392770v.1

City of Philadelphia

BILL NO. 140906-A continued

Certified Copy

17	\$234,123
18	\$243,488
19	\$253,227
20	\$263,356
21	\$273,890
22	\$284,846
23	\$296,240
24	\$308,090
25	\$320,414

Notwithstanding the length of the Payment Schedule in this Attachment 1, should this Agreement be terminated for any of the reasons set forth under § 2 above, this payment obligation shall cease, as well; provided, however, that AAM shall remain obligated to make any annual contribution that remains unpaid as of the date of termination.

In the event AAM fails to make payments according to this Agreement, such failure shall be deemed a material breach of this Agreement, and AAI shall have the right, but not the obligation to, pursue any and all remedies provided for herein.

PHIL1 4256574v.1
PHIL1 4323495v.1
PHIL1 4392770v.1

COMMUNITY BENEFITS AGREEMENT

*between PA Convention Center Media, LLC
and Friends of the Rail Park*

This **COMMUNITY BENEFITS AGREEMENT** ("**Agreement**") is made this 18th day of March, 2015 ("**Effective Date**") by and between **PA CONVENTION CENTER MEDIA, LLC** ("**PACCM**") and **FRIENDS OF THE RAIL PARK** ("**Friends**").

RECITALS:

A. PACCM is a Delaware limited liability company, having a registered address of Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, DE 19958 and a mailing address c/o Catalyst Outdoor Advertising at P.O. Box 1421, Malvern, Pennsylvania 19355.

B. Friends is a Pennsylvania nonprofit corporation exempt from federal income tax as an organization described under Section 501(c)(3) of the Internal Revenue Code, having an address of 340 N. 12th St. #419, Philadelphia, Pennsylvania 19107.

C. Friends was created in 2010 to cultivate visions and advocate for a continuous three (3) mile linear park and recreation path in Philadelphia, connecting many neighborhoods and cultural institutions to Fairmount Park along the historic elevated Reading Viaduct and City Branch rail cut of the former Philadelphia and Reading Railroad.

D. Pursuant to Ordinance No. 140906 and Title 14 of the Philadelphia Code, Section 14-516 ("**Ordinance**"), PACCM intends to erect an Urban Experiential Display ("**UED**") on the east side of North Broad Street, between Arch Street and Race Street (the "**Convention Center Area**") in Philadelphia (the "**City**"), which is a geographic area served by Friends.

E. In consideration of Friends' prominent presence within, and contributions to the community and the Convention Center Area, and in exchange for Friends' commitment to dedicate and expend the grant funds pledged hereunder for Friends' exempt purpose and for public purposes for the benefit of City residents, PACCM desires to provide funds to Friends so that it may continue its work toward advancing the physical improvement of the City and thereby support Friends' work in furtherance of making the City a vibrant and attractive place to live, work, shop, play and learn.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and it being the intention of the Parties to be legally bound hereby, the Parties to this Agreement agree as follows:

1. **Recitals.** The Parties hereby incorporate all of the recitals listed above as if the same were set forth at length herein.

2. **Term.** The term of this Agreement shall commence on the Effective Date, as set forth above, and shall terminate, without penalty, on the earliest of (i) 25 years from the date upon which the UED is completely constructed, installed and becomes fully operational or (ii) if for any reason the UED ceases to exist by reason of any subsequent legislation making this an unlawful use, destruction of any property, including either the UED itself or its underlying support structure, or termination of any related lease of property or agreement pertaining to real estate where the UED is to be situated.

3. **PACCM's Pledge.** Provided that PACCM is granted a permit to install one or more UEDs, and for each fully operational UED for which PACCM is licensed in the Convention Center Area, PACCM hereby irrevocably pledges and promises to pay an annual cash contribution to Friends in amounts as set forth in *Attachment 1* hereto. Subject only to the contingencies set forth in Section 2 above, nothing else in this Agreement or otherwise shall place any conditions on PACCM's payment of this pledge, including but not limited to, the provision of support or services from Friends to PACCM; provided, however, that Friends hereby agrees to not take a position with respect to PACCM's acquisition of permits and approvals for the installation of the proposed UED(s) and the operation of the UED(s) if all required permits and approvals are obtained. By signing this Agreement, PACCM intends to be legally bound to make payment to Friends the pledged amount annually and understands that Friends intends to act in reliance on this pledge to carry out its exempt purposes. Accordingly, PACCM hereby acknowledges and agrees that the annual pledge amount is a legally binding obligation of PACCM and that Friends' commitment hereunder to use the pledged amounts for its exempt purposes constitutes full and adequate consideration for the pledged amounts. The annual contribution shall be made as a lump sum and shall be paid in accordance with the attached funding schedule. In the event PACCM fails to make payments according to this Agreement, such failure shall be deemed a material breach of this Agreement, and Friends shall have the right to pursue any and all remedies provided for herein.

4. **Failure to Enforce not a Waiver.** PACCM and Friends agree, any law, usage or custom to the contrary notwithstanding, that each shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of either in refraining from so doing at any time or times; and, further, that the failure of the non-breaching party at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Agreement or as having in any way or manner modified the same.

5. **Notices.** Any notice to be given or to be served upon either party in connection with this Agreement, must be in writing and must be given by certified or registered mail, in which case it shall be deemed to have been given and received when a certified or registered letter containing such properly addressed, with postage prepaid, is deposited in the United States Mail. Such notice shall be given to the Parties at the following addresses:

If to PACCM: PA Convention Center Media, LLC
Attn: Thaddeus Bartkowski
P.O. Box 1421
Malvern, PA 19355
(610)-975-990

With a copy to: Carl S. Primavera, Esq.
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
(215) 569-2700

If to Friends: Friends of the Rail Park
Attn: President of the Board
340 N. 12th St. #419
Philadelphia, PA 19107

With a copy to: Morgen Cheshire, Esq.
Cheshire Law Group
5275 Germantown Avenue
Philadelphia, PA 19144
(267) 331-4154

At any time, any party may designate any other address in substitution of the foregoing address to which such notice shall be given and other Parties to whom copies of all notice hereunder shall be sent, by giving five (5) days' written notice to the other party.

6. **Amendments and Waivers.** This Agreement shall not be altered, amended, changed or modified except in a writing executed by each of the Parties hereto. No delay on the part of either party in the exercise of any right, power or remedy will operate as a waiver thereof, nor shall any single or partial exercise by any party of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

7. **No Third-Party Beneficiary.** No third party, other than the successors or assigns of PACCM or Friends shall have any right, benefit, standing or claim against PACCM or Friends by reason of the provisions of this Agreement or be entitled to directly or indirectly enforce any provision of this Agreement.

8. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings relating to the subject matter hereof.

10. **Severability.** Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

11. **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12. **Construction and Advice of Counsel.** Each of the Parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for against either party as a result of such party having drafted of all or any portion hereof.

City of Philadelphia

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IN WITNESS WHEREOF, and expressly intending to be legally bound by hereby, each of the Parties hereto have made and executed this Agreement as of the date set forth below.

PA CONVENTION CENTER MEDIA, LLC

Dated: March 16, 2015

BY: Outdoor Advertising Holdings, LLC

Name: Theresa Barthowski
Theresa Barthowski
Title: Manager

Dated: _____, 2015

BY : Catalyst Outdoor Holdings, LLC

Name: _____
Title: _____

FRIENDS OF THE RAIL PARK

Dated: March 18, 2015

By: [Signature]
Name: Leah Murphy
Title: Board President

ATTACHMENT 1**SCHEDULE OF PAYMENTS**

In accordance with the terms of the attached Agreement, PACCM has agreed to pay annual monetary charitable contributions to Friends in accordance with the schedule below:

For the purposes of this Agreement, Year 1 shall mean the period of 365 days beginning on the first day that the UED is fully operational. Each subsequent year shall begin on the anniversary date of the first day that the UED is fully operational.

The annual contribution may be made as a lump sum. However, each annual contribution shall be paid in full by PACCM no later than thirty (30) days following the last day of the schedule year, as determined according to the preceding paragraph. For example, if the UED is fully operational on March 1, 2016, the annual contribution must be paid in full by PACCM no later than March 30, 2017.

SCHEDULE OF PAYMENTS

<u>Year</u>	<u>Amount</u>
1.....	\$62,500
2.....	\$65,000
3.....	\$67,600
4.....	\$70,304
5.....	\$73,116
6.....	\$76,041
7.....	\$79,082
8.....	\$82,246
9.....	\$85,536
10.....	\$88,957
11.....	\$92,515
12.....	\$96,216
13.....	\$100,065
14.....	\$104,067
15.....	\$108,230
16.....	\$112,559
17.....	\$117,061
18.....	\$121,744
19.....	\$126,614
20.....	\$131,678

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21.....	\$136,945
22.....	\$142,423
23.....	\$148,120
24.....	\$154,045
25.....	\$160,207

Notwithstanding the Payment Schedule in this Attachment 1, should this Agreement be terminated in accordance with Section 2 above, this payment obligation shall cease, as well.

City of Philadelphia

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