

**MUNICIPAL MESSAGE CENTER DEVELOPMENT
AND
LEASE AGREEMENT**

BETWEEN

THE CITY OF HAWTHORNE

AND

WOW MEDIA, INC.

This Municipal Message Center Development and Lease Agreement (hereinafter, the “Agreement”) is made, entered and dated as of February 13, 2024 (“Effective Date”) between the City of Hawthorne, a California municipal corporation and charter city (the “City”) and WOW Media, Inc., a California corporation (“WOW”) (collectively, the “Parties”).

RECITALS

A. WHEREAS, the Parties have identified six (6) potential locations on property owned by the City (“City Property”) where WOW can develop, construct, maintain, and operate “Municipal Message Centers” (“MMCs,” as further defined below), each with up to two (2) digital LED faces, and such locations (collectively, the “Premises Locations”) are as described in Section 1.H below and as specifically set forth in the attached Exhibits A-1, A-2, and A-3; and

B. WHEREAS, the Parties believe that a “Community Revitalization Network”, consisting of up to six “Municipal Message Centers” (the “MMC(s)”) developed, constructed, maintained, and operated by WOW, would be mutually beneficial and provide direct and indirect benefits to the City’s residents, businesses, visitors, and to the general public; and

C. The MMCs contemplated by this Agreement would: (a) display messages designed to improve traffic safety and public safety; (b) increase sales revenue for local business by encouraging freeway commuters to visit the City and patronize its businesses and thereby add to the general economic prosperity of local residents; (c) provide a forum for the promotion of local events and display of public service messages; and (d) raise essential municipal revenue through the sale of space to third party advertisers whether based within or outside the City; and

D. WHEREAS, the Parties will analyze whether additional MMC locations could enhance the efficacy of a Community Revitalization Network;

E. WHEREAS, the City finds that it is unable to develop and operate the MMCs with its own internal resources and that WOW is uniquely positioned and qualified to execute the development, construction, operation and management of the MMCs, given WOW’s experience and regional portfolio of networked advertising assets;

F. WHEREAS being the operator of the only network of digital signs in the South Bay region similar to those the City seeks, WOW can offer the City unique benefits, both monetary and otherwise, available from no other vendor; and

G. WHEREAS, this Agreement contemplates two phases of MMC development and operation: (1) WOW's initial planning and development of MMCs at the Premises Locations as provided herein; and (2) WOW's leasing of the Premises Locations as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. Certain Definitions and Related Terms.

As used in this Agreement, the following defined terms shall have the meanings set forth in this Section unless another meaning is clearly intended by the context in which it is used.

A. "Applicable Requirements" means the City's laws, rules, and regulations applicable to the MMCs and other activities related contemplated herein.

B. "City" means City of Hawthorne.

C. "Community Revitalization Network" means up to six networked MMCs utilized consistent with the terms of this Agreement and the Applicable Requirements.

D. "Face" means and includes each portion of an MMC that, in the aggregate, constitutes one individual, entire display.

E. "MMC" means and includes all manner of display, signage and other advertising assets of any size and character, whether static, multi-faceted, electronically (analog, digital or otherwise) enabled or presented, or otherwise configured, enabled and constructed as a MMC pursuant to the terms of this Agreement and on a Premises Location, together with all light fixtures, transformers, connecting devices, ladders and other equipment used in connection with, or appurtenant to such displays, signage and other advertising assets located within the City of Hawthorne. This definition expressly contemplates the fact that new technology likely is to result in new display and presentation mechanisms, and expressly incorporates all such technology and display and presentation mechanisms.

F. "Party" means City and WOW separately and individually.

G. "Parties" shall collectively mean City and WOW.

H. "Premises Locations" means certain City-owned parcels of real property ("City Property") and certain third party-owned parcels of real property ("Private Property"), on which WOW proposes to develop, construct, maintain, and operate the MMCs, which are collectively identified and shown in Exhibits A-1, A-2 and A-3 and are generally described as follows:

Premises Locations 1 and 2 (4 total Faces):

Intersection of Crenshaw Blvd. & 105 Fwy, as detailed in Exhibit A-1.

Premises Locations 3 and 4 (4 total Faces):

Intersection of Rosecrans Ave. & 405 Fwy, as detailed in Exhibit A-2.

Premises Locations 5 and 6 (4 total Faces):

Intersection of El Segundo Blvd. & 405 Fwy, as detailed in Exhibit A-3.

The Parties may change any Premises Location to an alternate location within the Community Revitalization Network Zone (as defined below) by mutual written agreement.

SECTION 2. Development Period.

A. Development Period. The Parties project that the entitlement, construction, and development of the MMCs by WOW can be completed to the point of full operational capacity within twenty-four (24) months following the Effective Date (the “Development Period”). WOW shall exercise good faith and commercially reasonable efforts to comply with the foregoing timeline. At the conclusion of the initial Development Period, unless City can demonstrate with substantive evidence that WOW has not acted with reasonable diligence under the circumstances, the Development Period shall be extended for successive six (6) month periods unless WOW, in its sole discretion determines that developing and/or operating the MMCs is not economically viable or feasible.

B. Exclusivity.

1) WOW shall have the exclusive right to develop, construct, maintain, and operate MMCs at the Premises Location during the Development Period and during the further and full term of this Agreement, including without limitation any lease phase. Subject to any limitations imposed on the City by federal or state law and pre-existing third party rights, City shall not permit or otherwise authorize or allow any person or persons other than WOW to develop, construct, maintain, and operate MMCs at the Premises Location or within the following geographic boundaries: All portions of the City within five hundred (500) feet of the perimeter of the right of way of either the 405 freeway or the 105 freeway (the “Community Revitalization Network Zone”, as also depicted in Exhibit B). WOW’s exclusive rights under this Section do not apply to any billboards or other signage that are in existence and approved to actively display advertising as of the Effective Date.

2) City shall cease all marketing efforts relating to the Premises Locations and all areas within the Community Revitalization Network Zone, subject to any, if any, applicable provisions of the Hawthorne Municipal Code. City shall also not solicit or accept any offers concerning outdoor advertising in areas within the Community Revitalization Network Zone subject to any, if any, applicable provisions of the Hawthorne Municipal Code, during the term of this Agreement (as it may be extended) and the applicable lease provisions herein.

C. Private Property Locations. In the event that use of any City Property included in the Premises Locations is reasonably deemed unsuitable for MMC use, WOW may propose to substitute suitable locations on private property (“Private Property”); subject to the following conditions precedent: (1) WOW must first work in good faith with the City to find a suitable alternative location on City Property; and (2) WOW must give notice to the City of the location of the Private Property and that it has begun negotiations with its owners. Provided these conditions are met and the Private Property complies with the Applicable Requirements, the City will not unreasonably deny approval all necessary permits for display of off-site as well as on-site

advertising at all such Private Property locations. Once approved, the Private Property shall become part of the Premises Location for purposes of this Agreement.

D. City Development Costs.

1) WOW shall compensate City for its development and related costs ("City Development Costs") as follows: (1) WOW shall make a one-time, non-refundable, lump sum payment to City in the amount of \$20,000 for general development costs within fifteen (15) days of the Effective Date; and (2) in the event the City decides to hire a legislative lobbying consultant for purposes of fulfilling the purposes of this Agreement, WOW shall reimburse the City for such cost on a monthly basis in an amount not exceed \$10,000 per month, within thirty (30) days of submission by City to WOW of invoices from the City's consultant, provided that WOW shall not be required in any event to reimburse the City more than \$120,000 in aggregate for such consulting services during the Development Period. In the event that the Parties should agree to continue the engagement of the lobbying consultant and WOW advances or reimburses costs beyond the \$120,000 cap, such additional costs may be recouped by WOW as provided in Section D.2 below.

2) WOW shall have the right to deduct such City Development Costs from any Percentage Rent, as same comes due. Any deductions made under this Section shall be clearly noted in writing with the transmission to the City of Percentage Rent from which it was deducted.

E. CEQA Compliance.

1) In accordance with the California Environmental Quality Act ("CEQA") and the guidelines contained in California Code of Regulations, Title 14, Chapter 3, ("CEQA Guidelines"), City has analyzed the impact of the proposed Agreement and will further analyze the impacts of as to each and every MMC prior to approval of its final location and configuration. City's obligation to proceed to lease any portion of the City Property to WOW is subject to the condition precedent that City shall have fully complied with CEQA with respect to approval of the respective MMC to be located on that portion of the City Property. In the event that the results of a CEQA review or other circumstances dictate or cause the Parties to feel, as to a particular MMC, that a mutually agreeable alternative location within the Community Revitalization Network Zone is preferable to the initially approved Premises Location, such Alternative Premises Location shall be replaced as the Premises Location for such MMC as provided in Section 1.H above.

2) The Parties agree to reasonably cooperate in the preparation and processing of any required CEQA documentation. Within fifteen (15) days of the Effective Date, WOW shall provide, and maintain for the duration of the Development Period, a cash deposit to City in the amount of \$50,000 to cover City's costs and expenses for CEQA compliance. WOW shall not be entitled to a refund of funds expended from the deposit, but City shall refund to WOW any unexpended funds from the deposit within thirty (30) days of City's final CEQA determination.

3) With respect to any CEQA determination regarding this Agreement or approval of any MMC, City shall retain the absolute sole discretion to exercise its independent judgment; provided WOW shall have the right to terminate this Agreement in total or as to individual Faces within thirty (30) days following any final CEQA determination by the CITY with which WOW in its sole discretion, disagrees. Termination by WOW under this provision

shall not terminate any rights accrued for the benefit of WOW prior to such termination which, by definition or nature, would survive termination. Additionally, in the event City exercises a right to terminate pursuant to this Section, the City shall not, for a period of thirty six (36) months following the effective date of such termination, permit or otherwise authorize or allow any person or persons (including entities, organizations and associations of all kinds) other than WOW to develop, construct, maintain, or operate MMCs at the Premises Locations or within the geographic boundaries of the proposed Community Revitalization Network Zone. The City agrees that this restrictive covenant following a CEQA-related termination is fair and reasonable in consideration of the significant financial and time investment by WOW.

F. Permits and Entitlements.

1) WOW will have the exclusive right to apply for all permits and entitlements for the MMCs and to complete their construction during the Development Period, as extended, all subject to the Applicable Requirements. To the extent that the initial submissions for any permit or entitlement must be made by the City, City shall reasonably cooperate with WOW by executing and completing all provided paperwork, including executing transfer/assignment forms and take all actions necessary to transfer/assign any permits or entitlements to WOW once issued/secured.

2) City shall, upon proper application and acting in good faith, consider all permits, permissions and other approvals that might be required by City for WOW to perform pursuant to, and to obtain the contemplated benefits of, this Agreement. Subject to controlling legal requirements, City agrees to use its good faith efforts to expedite the processing of entitlements and approvals for this Agreement and any and all activities required to permit the MMC to be erected on the Premises Locations.

G. Reservation of Police Power and Legislative Authority.

1) Subject to the reservation of the City's exercise of its police power, which shall remain with its sound discretion, and City's obligations to comply with any applicable legal requirements, the City will take no action during the Development Period or subsequent lease term to inhibit the construction, development, maintenance and commercial activity of WOW in relation to the development and operation of the MMC including but not limited to not taking actions intended to prevent WOW from obtaining any City or third-party permits and government entitlements necessary to operate the MMCs, will reasonably cooperate with WOW's efforts in relation to such permits and governmental permits and entitlements for the MMCs at no cost to the City, and will not allow new billboards, signs, or displays for offsite advertising, to be constructed within the Community Revitalization Network Zone from and after the Effective Date.

2) The Parties acknowledge and agree that this Agreement may require or be facilitated by certain legislative actions by the City, including but not limited to amendment to the City's zoning code. City agrees to consider any such actions in good faith, and WOW acknowledges and agrees that any such enactments remain in the sole discretion of the City's City Council. While the City will not be restricted in any way from amending or modifying its municipal or zoning code or otherwise exercising its legislative or police powers, the City shall consult with WOW prior any such action that City reasonably believes could negatively affect

WOW's rights under this Agreement, and the Parties shall work in good faith to mitigate or eliminate such affect.

SECTION 3. Lease of City Property.

A. Lease of Premises Location. Subject to the terms and conditions of this Agreement, City agree to lease the Premises Location to WOW and WOW agrees to lease the Premises Location from City.

B. Term. The initial term of the Lease shall commence on the Effective Date and end on the twentieth (20th) anniversary date of the first Rent Commencement Date (as defined below).

C. Options. WOW shall have four (4) options to extend the term of the lease terms of this Agreement (each, an "Option"), and each Option shall provide WOW the ability to extend the term of the lease provision of this Agreement for an additional five (5) years (each, an "Option Period") Each Option shall be on the same terms and conditions of the initial lease terms of this Agreement; provided however, any such Option, may only be exercised in the event WOW is not in default of the lease terms of this Agreement, or the applicable Option Period, at the time of the applicable Option request. Each Option shall be deemed to be exercised by WOW unless, at least three (3) months and no more than six (6) months prior to the expiration of the then existing term of the lease provisions of this Agreement or Option Period, as applicable, WOW provides to City written notice of its intent not to exercise its Option, in which case this Agreement shall terminate at the conclusion of the then existing Lease term or Option Period, as applicable.

D. Rent and Other Consideration. The amounts payable pursuant to this Section of the lease provisions of this Agreement shall constitute the total consideration of any and every type or nature whatsoever to be paid by WOW to City as and for the use of the Premises Locations. In addition to the description of amounts payable described herein below, a reference chart showing the amounts payable by location is attached hereto as Exhibit C.

1) One-Time Signing Bonus. Upon a Face becoming fully permitted and Operational (as defined below), WOW shall pay City a non-refundable one-time signing bonus for each new MMC, in the amount of one hundred thousand dollars (\$100,000) per Face.

2) Minimum Monthly Rent. Commencing on the Rent Commencement Date and continuing on the first day of each month thereafter, WOW shall make minimum monthly payments of rent (the "Minimum Monthly Rent") to City on a per Face basis, in the amount of nine thousand dollars (\$9,000) per Face.

3) Percentage Rent.

a) Commencing after a total of 24 months (as calculated below) have elapsed following the Rent Commencement Date for each Face (except as provided in sub-section (c) below, WOW shall pay City Percentage Rent (as described below). To the extent, if any, fifty percent (50%) of WOW's Gross Revenue (as defined below) for any individual Face exceeds the annualized Minimum Monthly Rent previously paid or payable for that Face (as appropriately prorated if there are multiple Faces at a Premises Location) during the applicable calendar year (the "Percentage Rent"), WOW shall pay annually in the following manner: WOW shall submit to

City a calculation of the Percentage Rent due along with payment of the Percentage Rent no later than 45 days following the end of each applicable calendar year. Within thirty (30) days following City's receipt of such documentation, City may request and pursuant to such request shall have the right to audit any and all annual records of WOW's Gross Revenue applicable to all or any of the Faces constructed and operated on the Premises Location pursuant to the lease provisions of this Agreement. Failure to request an audit within the above-described 30-day period shall constitute acceptance of the WOW calculation. For purposes of clarity, the Parties wish to include the following example of the above-stated terms: In the event that 50% of WOW's Gross Revenue for all applicable Faces exceeds the annualized total of Minimum Monthly Rent for all such Faces in the aggregate by the amount of \$100,000, the Percentage Rent payment due and payable to City shall be \$50,000.

b) As used herein, "WOW's Gross Revenue" means and include the gross amount collected by WOW for the sale of advertising for an individual Face during the calendar year less (i) actual fees and costs (the "Actual Costs") paid to Unaffiliated Third Parties (as defined herein) and any, if any; (ii) Deductible Caltrans Costs (defined below); and (iii) Maximum Deductible Rent (as defined below and if applicable); provided Actual Costs shall not exceed twenty five percent (25%) of the aggregate of the WOW's Gross Revenue generated by WOW for the sale, of advertising for all Faces subject to the applicable lease provisions of this Agreement during the calendar year. As used herein "Unaffiliated Third Parties" are entities and/or individuals unaffiliated with WOW such that WOW has no interest (direct or indirect) in the Unaffiliated Third Parties or receives any revenue from the payments made to any such Unaffiliated Third Parties. In addition to the above and as a separate right under this Agreement, WOW shall also be entitled to deduct from Gross Revenue any development costs in excess of \$50,000 per Face related to securing entitlement for such Face from the California Department of Transportation ("Caltrans") either through direct negotiation with Caltrans or by securing the relocation of existing entitlements from another existing, permitted structure through the relocation permit process (the "Deductible Caltrans Costs"). While WOW shall not be required to secure pre-approval for each item of Deductible Caltrans Costs, no such costs will be incurred unless/until both Parties have agreed to pursue a course of action with or related to Caltrans that would necessarily commence the incurring of such costs.

c) The foregoing terms of this Section are based on the assumption that the digital displays allowed to be installed at all Premises Locations will be 1200 square feet in size or less. In the event that a digital display at a size larger than 1200 square feet is permitted at any of the Premises Locations and the Parties agree to enhance the display to such larger size (creating an "Enhanced Premises Location"), the term "WOW's Gross Revenue" (as that term is used above) in relation to each Enhanced Premises Location shall be calculated differently than the other Premises Locations, to accommodate the significant additional up-front costs and investment by WOW. WOW's Gross Revenue for all Enhanced Premises Locations shall be defined a set forth in Subsection 3(b) above but also including the following additional deduction categories (i.e., additional categories of cost to deduct from gross collections from sale of advertising): (i) Deductible Construction Costs (defined below); and (ii) Utility Related Expenses (defined below). WOW shall be entitled to deduct 100% of all deductible items set forth in this sub-section 3(c) and otherwise applicable to Enhanced Premises Locations, including carrying deductions over into successive accounting periods until fully deducted. "Deductible Construction Costs", as that term is used herein, shall be defined as all costs of the construction and development

of each Enhanced Premises Location, including without limitation the costs of LED displays, construction labor, building materials and supplies and project-specific tools. Utility Related Expenses, as that term is used herein, shall be defined as the combination of “(x) one-time costs directly related to the provision of electrical power to the Enhanced Premises Location, such as utility connection fees and one-time impact fees, if any; and (y) all costs from power consumption related to the applicable Enhanced Premises Location Faces in excess of the amount of \$28,683 per Face, per year. The commencement of WOW’s obligation to account for Percentage Rent for Enhanced Premises Locations shall be the first day of the first month following the month in which all Deductible Equipment Costs and any fees, if any, described by sub-section “(a)” of the Utility Related Expenses have been deducted from WOW’s Gross Revenue, regardless of whether such month is more or less than 24 months following the Rent Commencement Date.

d) In the event that any Private Property becomes part of the Premises Location pursuant to Section 3.C. above, the maximum monthly rent deductible for each such Premises Location (for purposes of calculating “Percentage Rent” only as described below) shall be the lesser of: (i) the actual monthly rent payable; or (ii) Seven Thousand Five Hundred Dollars (\$7500.00) per Face (the “Maximum Deductible Rent”). However, notwithstanding the foregoing, Maximum Deductible Rent shall not be included in the calculation or otherwise reduce the amount of Actual Costs (as defined below) WOW is able to deduct from Gross Revenue, pursuant to this Section. In no event shall the “Minimum Monthly Rent” payable by Wow to the City be affected or reduced by the Maximum Deductible Rent amount.

4) Rent Commencement Date. The Minimum Monthly Rent payable by WOW to City shall commence and become fully due and payable within ninety (90) days after its associated MMC (and each and every Face thereof) is constructed, permitted and fully Operational on its applicable Premises Location ("Rent Commencement Date") and shall continue to be paid monthly and annually, respectively and as applicable, throughout the term of this Agreement. "Operational" means that the MMC (and each and every Face thereof) is capable, legally and functionally, of displaying full motion, full color, on-site and off-site advertising in full compliance with the Applicable Requirements. If WOW is unable to obtain all necessary permits for the construction and operation of any MMC or any of its Faces within Development Period, WOW shall have the right but not the obligation, as to any such new MMC(s) and any such Faces, to declare this Agreement and the applicable lease provisions herein, as having been early terminated by City on the terms provided above, leaving it with no further liability to City as to any such terminated new MMC(s) or Faces. In such event, this Agreement and the applicable lease provisions herein, shall be deemed automatically amended to reflect the fact that WOW's obligations under this Agreement shall be applicable only to the remaining MMCs or Faces not terminated and/or removed from this Agreement. Due to construction and permitting schedules, each Face may have a separate Rent Commencement Date.

E. Revenue Challenges. Should WOW’s gross revenues from any one of the Faces be less than the Minimum Monthly Rent for that Face for any twelve (12) consecutive month period, WOW and City will negotiate in good faith for a reduction in the Minimum Monthly Rent. If the Parties cannot agree on a new Minimum Monthly Rent for any such Faces, WOW shall have the right, as to any such Faces, to declare the applicable lease provision of this Agreement as having been early terminated by City on the terms provided above, leaving it with no further liability to City as to any such terminated and/or removed Faces. In such event, this Agreement and the

applicable lease provision(s) shall be deemed automatically amended to reflect that WOW's continuing obligations under this Agreement shall be applicable only to the remaining MMCs or Faces not terminated and/or removed from this Agreement.

F. Construction Easement. From and after the Effective Date and with respect to each Premises Location and at no additional cost or expense to WOW of any type or nature whatsoever, City hereby grants and conveys to WOW an easement on, under, over and around each Premises Location and all such surrounding City Property as is reasonably required for the development, installation, construction, operation, security and maintenance of the MMCs and Faces at each of the Premises Locations (the "Easement Properties"), including but not limited to ingress and egress related thereto. WOW shall be fully responsible for any and all damage and injuries resulting from WOW's use of the Easement Properties and the City Property pursuant to the construction easement and shall fully indemnify City with respect to the use of the Easement Properties.

G. Use of Premises Location.

1) Permitted Uses. Subject to the Applicable Requirements, the Premises Locations may be used for the installation, operation, maintenance, repair, and replacement of, and security for, MMC to display outdoor advertising (whether on-premises or off- premises) and for no other uses, together with the right of ingress and egress to the Premises Locations by WOW's designated representatives. WOW shall also have the right to license or rent the use of the MMC, or any portion of them, to carry traditional off-site advertisements from national and local advertisers subject to full compliance with the Applicable Requirements. In furtherance thereof, City hereby grants to WOW the exclusive right to enter into media agreements with advertisers or their respective agency(s) for the purpose of posting an advertisers' brand and/or product message onto Faces.

2) Prohibited Uses. The MMCs shall not contain obscene material. Except as expressly prohibited, all other advertising content shall be permissible.

3) Unobstructed View. City shall not allow any new structure, or any tree or vegetation on City Property to obstruct the view of any MMC or Faces.

4) Local Advertising. In order to provide greater advertising access to a broader spectrum of City's constituency, City authorizes WOW to provide a discount of at least seventy-five percent (75%) on advertising fees to any local business qualifying as a "Small Business," as defined in this Agreement. For purposes of this Agreement, "Small Business" means any local business with average annual gross receipts of less than one million dollars (\$1,000,000.00) earned during the prior three years of operation, or if the prior years of operations was less than three years, then the average gross receipts shall not exceed five hundred thousand dollars (\$500,000) for each year of operation. City authorizes WOW to exercise its own independent discretion to require that any and all advertising content of any such Small Business meets the high aesthetic standards of WOW's advertising content on the Faces. In the event WOW wishes to contract with a Small Business but that Small Business has not provided advertising content satisfying the high aesthetic standards of WOW, WOW shall take reasonable measures to refer the Small Business to a creative advertising agency or agencies in order to upgrade the

advertising content. The cost of all such services provided to the Small Business by any such creative advertising agency shall be at the expense of the Small Business.

5) Display Prohibition. Should WOW be prohibited by the Applicable Requirements, a judgment or other legal or legislative action from installing or operating the MMCs or any Faces at any or all of the Premises Locations, WOW shall have the right but not the obligation, as to any such MMCs and any such Faces, to declare this Agreement and applicable lease provisions herein as having been early terminated by City on the terms provided above leaving it with no further liability to City as to any such terminated MMCs or Faces. In such event, this Agreement and applicable lease provisions herein shall be deemed automatically amended to reflect that WOW's continuing obligations hereunder shall be applicable only to the remaining MMCs or Faces not terminated and/or removed from this Agreement and applicable lease provisions herein.

6) City MMC Use. As further consideration for the Lease, WOW shall make available to City up to ten percent (10%) of the total advertising time on each Face for public service announcements ("PSAs") such as amber alerts, drunken driving awareness, serious accidents and emergency-disaster messaging. City shall derive no revenue of any type or nature from its use of a Face as provided herein and all revenue actually received by the City for PSAs shall be delivered upon receipt to WOW.

H. Installation, Operation and Maintenance of MMCs. Subject the other terms of this Agreement and applicable lease provisions herein, WOW will construct, install, operate and maintain the MMCs at its sole cost and expense.

1) Plans and Specifications. WOW shall submit plans and specifications (the "Plans") to City for review and approval. City approval of the plans and specifications shall not be unreasonably withheld or conditioned. In the event that City fails to communicate in writing its approval or disapproval to WOW within thirty (30) days of submission, WOW shall provide written notice to the City of such failure. In the event no such approval or disapproval is communicated in writing to WOW within thirty (30) days following such notice, the submitted Plans shall be deemed not approved by City.

2) Approved Plans and Unique MMC Design. WOW shall construct, install, and maintain the MMC pursuant to the approved plans, which plans shall be proposed as a uniform architectural design across the Community Revitalization Network of MMCs, with the intent of raising awareness of the City of Hawthorne. Each MMC will prominently display the City name and seal in an effort to increase commuter awareness of the City, improve civic identity and pride and create brand value for the City of Hawthorne as a place to live, work and shop.

3) Permits. WOW shall obtain all permits required to install the MMC, including, without limitation, City permits. All fees paid by WOW to City associated with permitting for new MMC construction/erection and operation, including without limitation fees paid prior to the Effective Date of this Agreement may be deducted against WOW's Gross Revenue for the applicable calendar year as an Actual Cost. WOW shall only be authorized to make such deductions following submittal and approval by City of a written statement certified by WOW to be a true and accurate accounting of each dollar actually paid by WOW to City for such

fees. Authorized deductions for fees paid pursuant to this Section may be deductible against WOW's Gross Revenue for the applicable year as an Actual Cost until such time as the total amount of the fees payable by WOW have been exhausted.

4) Good Repair. WOW will keep the MMC in good repair and to promptly remove graffiti on any new MMC within seventy-two (72) hours of becoming aware of the placement of such graffiti thereon.

5) Non-Removal of Improvements and Cooperation with Estoppel/Collateral Pledge Requests. Upon each new MMC becoming fully entitled and operational on City Property, WOW shall no longer have the right to remove the physical improvements assembled and constructed on City Property at the expiration of the Lease term for any reason other than a breach by City, and all such improvements shall be and remain the property of City. In consideration of the foregoing, promptly upon request by WOW at any time in the future during the term of this Agreement, the City shall execute any agreements reasonably required by WOW's third-party lenders in relation to securing financing in relation to the construction, development, maintenance, repair or replacement of one or more MMC assets, including without limitation acknowledgments, acceptances, estoppels, subordinations of City rights under this Agreement and collateral pledges of City's rights granted in this sub-section ("Collateral Documentation"). City shall not have any responsibility to independently draft any pledge or subordination documents, and WOW shall reimburse City for any documented costs or fees it incurs in reviewing and executing any Collateral Documentation.

I. Alterations. WOW shall have the right to alter the MMC over the term of this Agreement, subject to the Applicable Requirements and City's written approval, which approval shall not be unreasonably withheld or conditioned.

J. Insurance. WOW shall maintain:

1) General Liability Insurance. \$5,000,000 per occurrence and \$5,000,000 annual aggregate; fire legal-liability requirement of \$5,000,000.

2) Fire-Casualty Insurance. Full replacement value of the new MMC(s).

3) Construction. Full insurable value for all construction material delivered to the Premises Locations for vandalism and malicious mischief.

4) Auto Liability Insurance. \$2,000,000 per occurrence; \$2,000,000

5) Workers Compensation. As required by Law.

6) Performance Bond. For construction of each new MMC.

7) Replacement Insurance. Full replacement value of all the improvements (including the new MMC structures) constructed, installed, operated, and maintained on the Premises Locations.

8) Earthquake Insurance. As requested by City, if commercially reasonable and available.

K. Damage or Destruction. If damage or destruction to a Face or new MMC costing Fifty Thousand (\$50,000) or more to repair occurs more than five (5) years prior to the end of the initial lease term of this Agreement (or any option period) and WOW otherwise has no right to terminate the lease term of this Agreement (in full or in part) or to remove a Face or MMC from the lease term of this Agreement, WOW shall repair all damage or destruction to a Face or MMC. If such damage or destruction occurs within five (5) years prior to the end of the initial lease term of this Agreement (or any option period), the remaining initial lease term of this Agreement (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or MMC is placed back into service to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period). To the extent that WOW elects not to repair or replace one or more Faces or MMC, WOW shall have the right, as to any such MMCs and any such Faces, to declare this Agreement and the applicable lease term as having been early terminated by City, leaving it with no further liability to City as to any such terminated MMC or Faces. In such event, the lease term of this Agreement shall be deemed automatically amended to provide for a reduction in the Minimum Monthly Rent to reflect the terms and conditions applicable to the remaining MMC or Faces not terminated and/or removed from the applicable lease provisions of this Agreement. To the extent that damage is caused by an event for which WOW is not required to insure and has not insured, WOW shall not be required to, but may at its sole discretion, repair damage to a Face or MMC; in such event, the remaining initial lease term of this Agreement (or any option period) shall be extended to five (5) years from the date that the repairs are completed and the repaired Face or MMC is placed back into service to allow WOW to amortize the full cost of such repairs over the remaining lease term of this Agreement (or any option period).

L. Condemnation of Premises Locations. If any portion of the Premises Locations is taken by a government entity exercising the power of eminent domain, or sold to a government entity by City under the exercise of said power (the formal judicial order that permits the taking is herein referred to as "condemnation"), then, in the discretion of WOW, either (a) this Agreement shall terminate as to the Premises Location so taken as of the date the condemning authority takes possession of the condemned portion of the Premises Location (the "Condemnation Date"), or (b) City shall have the right but not the obligation to relocate that Premises Location to a comparable location acceptable to WOW. If in WOW's reasonable business judgment, the remaining Premises Locations are no longer reasonably suitable for WOW's operations, WOW may terminate this Agreement. If all Premises Locations are condemned, then this Agreement shall automatically terminate as of the Condemnation Date. The party who receives the condemning authority's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party. If this Agreement is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises Locations remaining, provided the Rent and all other charges payable hereunder shall be reduced in order to reflect the number of the remaining Faces, and (b) City uses the condemnation award to provide a new Premises Location as soon as reasonably possible of the same quality, character and utility for WOW's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if relocation of the affected Premises Location is not commenced within thirty (30) days of City's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date (the

"Scheduled Completion Date"), then WOW may terminate this Agreement at any time following the Scheduled Completion Date. City and WOW may each pursue any condemnation award to which it is entitled by applicable law. WOW shall recover from the condemning authority or from City (if WOW can show that such amount was included in City's award) that portion of any net award or payment attributable to MMC located on the Premises Locations, including without limitation, the amortized value of improvements installed on the Premises Locations by WOW at WOW's expense based on straight-line depreciation over the remaining without regard to the condemnation. For the purposes hereof, a "net" award or payment means the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

SECTION 4. Default & Remedies.

A. Defaults – General. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default. The Party who fails or delays must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

1) The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

2) If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default written notice of such default. The party in default shall have a period of fifteen (15) calendar days after such notice is received within which to cure the default prior to exercise of remedies by the injured party.

3) If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such written notice is received, the party in default shall have such period to effect a cure prior to exercise of remedies by the injured party. If the default is such that it is not reasonably capable of being cured within thirty (30) days after such notice is received, and the party in default (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in any event no more than ninety (90) days of receipt of such notice of default from the injured party.

B. Events of Default. Subject to the notice and cure provisions above, in addition to other rights and remedies at law and equity, City or WOW, as the situation so dictates, shall have the right to terminate this Lease in the event of a default by the other party, including but not limited to the following (collectively referred to herein as an "Event of Default"):

1) If WOW fails to make a payment of any Rent or other payment or other charges when due and payable and such default shall continue for more than fifteen (15) days after City shall have given written notice thereof to WOW; or if WOW shall default in the payment of Monthly Rent as otherwise specified in this Lease; or

2) WOW assigns or attempts to assign this Lease, or any rights herein, or transfer, except as expressly permitted under this Agreement, or suffer any involuntary transfer of the Premises Location or any respective parts thereof, in violation of this Lease, and such breach is not cured within the time provided herein; or

3) If WOW shall default in the performance of or compliance with any other term, covenant or condition of this Lease; or

4) If City shall default in the performance of or compliance with any other term, covenant or condition of this Lease; or

5) If any MMC becomes entirely or partially obscured or obstructed due to an act of City or failure by City to act reasonably under the applicable circumstances to diligently exercise a power/right within its jurisdiction that could abate an obscuration or obstruction.

C. Remedies. If an Event of Default shall occur, after notice and opportunity to cure, then, in addition to any other remedies available to City at law or in equity, City's right to terminate the Lease shall be subject to the following limitations: In recognition of the substantial financial investment WOW will make to in the development, installation, construction, operation, and maintenance of the MMCs at each of the Premises Locations, City's right to terminate the Lease in the event of default by WOW shall only be on a Face-by-Face basis for material breaches of the applicable lease provisions of this Agreement and only to that (those) specific Face(s), for which material breaches are not cured within the requisite thirty (30) day (for non-monetary defaults) and fifteen (15) day (as/if extended) period following receipt of City's prior written notice to cure. Notwithstanding the foregoing, the cure period shall be extended if: (a) WOW commences to cure and pursues to completion such cure with reasonable diligence, (b) a force majeure event occurs, or (c) WOW obtains written consent of City, which consent shall not be unreasonably withheld or conditioned. In the event of a City early termination of this Agreement resulting from an uncured material breach of a lease provision of this Agreement by WOW with respect to any Face(s), this Agreement may only be terminated by City as to the applicable Face(s) on an MMC, as to which there is an uncured material breach. Following any such termination, WOW shall have no further liability of any type or nature to City as to any such terminated Face, MMC, or Premises Location associated therewith. In such event, the lease provisions of this Agreement shall be deemed automatically amended to reflect the fact that WOW's lease obligations under this Agreement shall be applicable only to the remaining MMCs or Faces not terminated and/or removed from this Agreement.

D. Effect on Indemnification. Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit City's right to indemnification as otherwise provided in this Lease.

SECTION 5. Assignment.

WOW shall have the right to assign its interest in this Agreement without the consent of City; provided however, any such assignee specifically assumes in advance and in writing WOW's obligations under this Agreement and such assignee is comparably qualified and financially suitable as WOW to operate and maintain the MMC in accordance with the requirements of this Agreement and the applicable lease provisions herein. City shall make and enter into such documents as may be necessary for such an assignment so long as there is no increase in liability to City, nor decreases in consideration payable to City, resulting from such assignment. City will agree to normal and customary financing and mortgagee protection provisions to the extent reasonably requested, and City's agreement shall not be unreasonably withheld or conditioned.

SECTION 6. Indemnification and Legal Challenge.

A. To the maximum extent permitted by law, WOW must defend, indemnify, and hold the City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from third party claims seeking to impose liability for damage and/or claims for damage for personal injuries, including death, property damage, and all other liabilities and damages caused or alleged to have been caused by reason of WOW's construction, use, operation and maintenance of the Premises Locations and/or the Easement Properties for which the construction easement is granted pursuant to this Agreement and which may arise from the operations of WOW or those of WOW's contractors, agents, tenants, employees, or any other persons acting on WOW's behalf, which relate to this Agreement; excepting and excluding: (i) such claims or portions of claims or damages arising or alleged to arise from Indemnitees' negligence or intentional misconduct; and (ii) claims or other legal action challenging the validity, applicability, or interpretation of any provision of this Agreement or any of the entitlement documents pertaining to the Agreement (but not excluding the obligations provided in Section B(ii) below). This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project, including any associated public or private improvements.

B. Without limiting the generality of the preceding indemnity provisions: (i) WOW shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all third party claims, liabilities, losses, damages, costs, and expenses arising from or related to any claims that WOW or WOW's contractors are required to pay prevailing wages pursuant to Labor Code Section 1720 *et seq.*, in connection with this Agreement; and (ii) Wow shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all third party claims, liabilities, losses, damages, costs, and expenses arising from or related to third party legal action challenging the validity, applicability, or interpretation of any provision of this Agreement or any of the entitlement documents pertaining to the Agreement, up to but not exceeding the total aggregate (meaning, not per claim/action) amount of two hundred thousand dollars (\$200,000). Additionally, with respect to all costs of defense paid by WOW pursuant to the previous sentence and in relation to legal action challenging the entitlement documents pertaining to the Agreement, WOW shall be allowed to deduct such costs from Percentage Rent obligations, as the same come due.

C. With respect to any legal action or claim falling within WOW's defense, indemnity, and hold harmless obligations, the City shall have the right to select counsel of its choice and the parties shall cooperate in the defense. In the event that WOW fails to pay any invoice from City's counsel that is not reasonably contested by WOW for more than sixty (60) days, WOW shall be required to provide, and maintain for the duration of such action or claim there, a cash deposit to City in an amount or amounts determined by the City Attorney to be reasonably necessary to cover the City's legal fees, costs, and expenses. WOW shall not be entitled to a refund of funds expended from the deposit regardless of the outcome of the action or claim. The City shall refund to WOW any unexpended funds from the deposit within thirty (30) days of any final disposition or full and complete settlement of the action or claim. In the event WOW is paying for the City's defense counsel in an action where WOW is also a defendant, City shall require its counsel to coordinate with counsel for WOW on matters of mutual benefit to the Parties.

D. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, WOW may elect to continue developing the project under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered that could have been avoided had WOW not decided to continue developing in the face of a challenged to this Agreement.

E. This Section shall survive this the expiration or earlier termination of this Agreement.

SECTION 7. Miscellaneous.

A. Holdover. Should WOW holdover beyond the term of this Agreement (as the same may be extended), the lease provisions of this Agreement with respect to any holder for all or any portion of the Premises Locations, shall constitute a tenancy from year-to-year and shall continue in effect in accordance with all of the same terms and conditions until terminated by City on written notice to WOW given no less than ninety (90) days prior to the end of any such holdover period.

B. Cooperation. Each of the Parties agrees to execute and deliver to the other Party all additional documents and to take such additional actions as are necessary or reasonably required to effectuate the terms, conditions, provisions, and intent of this Agreement.

C. Authority. Each person signing this Agreement or any related documents warrants and represents that, to the extent he/she is executing this Agreement for, and on behalf of, a municipality, corporation, limited liability company, company, partnership, association, entity or affiliate thereof, he/she has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and is instructed by those having the requisite authority to cause said entity to make and enter into this Agreement. Each entity signing this Agreement warrants and represents that, to the extent it is executing this Agreement for, and on behalf of, any other entity or Affiliate, it has been fully empowered and properly authorized to execute this Agreement for, and on behalf of, said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.

D. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflict of law principals. In the event of litigation between the Parties, venue in state trial court shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

E. Successors. This Agreement, and all of its terms, conditions and provisions, shall be binding upon and shall inure to the benefit of the Parties and their respective representatives, successors, and assigns.

F. Merger and Integration. This Lease and all exhibits contain the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersede any and all prior or contemporaneous agreements and discussions, whether written or oral. Thus, any and all prior and/or contemporaneous discussions, negotiations, writings, commitments, and/or undertakings related to the subject matter of such agreements are merged herein and therein.

G. Construction. Each of the Parties agrees that no Party to this Agreement shall be deemed to be the author of this Agreement or any term, provision or condition hereof, that any and all ambiguities shall be resolved and the terms, provisions and conditions of this Agreement shall be construed and interpreted without regard to which Party may have suggested, drafted, revised or otherwise authored this Agreement or any of its particular terms, provisions or conditions, and that this Agreement shall be construed and interpreted as if drafted mutually by all of the Parties.

H. Attorneys' Fees. Each Party shall bear responsibility for its own attorneys' fees and costs incurred in connection with the negotiation, drafting, and implementation of this Agreement. Notwithstanding the foregoing, a prevailing Party in any action or other proceeding to enforce, interpret or otherwise address the rights and obligations contained in this Agreement shall be entitled to recover its reasonably incurred attorneys' fees and reasonably incurred costs (regardless of whether such fees or costs otherwise would be recoverable by statute or other rule) as well as reasonable fees and costs incurred for consultants and experts.

I. Modification. This Agreement may not be changed, altered, or modified except in writing signed by duly authorized representatives of all Parties.

J. Third Party Beneficiaries. The Parties agree that there are no third-party beneficiaries to this Agreement.

K. References. Whenever the language of this Agreement uses any form of pronoun, it shall be deemed to include the masculine, feminine and neuter whenever appropriate, and vice versa. Likewise, whenever the language of the Lease uses the singular of any pronoun, it shall be deemed to include the plural whenever appropriate, and vice versa.

L. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and shall not be construed as an explanation, modification, or intended construction of any terms or provisions of the Agreement.

M. Counterparts and Effective Date. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth in the first paragraph hereof. In the interest of expediting the execution and delivery of this Agreement, a facsimile signature shall be deemed to be and may be relied upon as an original, and telecopy or email transmission of an executed counterpart of this Agreement shall be deemed to be delivery of an original, executed counterpart.

N. Utilities. WOW shall have the right to sufficient utilities and ventilation to support its intended use of the Premises Location. City shall reimburse WOW all utility connection fees, traffic impact fees and any other impact and extraordinary fees that are associated with the construction of MMCs or use of the Premises Location (collectively, the "Utility Connection Fees") up to an amount of One Thousand Dollars (\$1,000) per MMC structure based upon WOW's submission of written evidence substantiating the Utility Connection Fee. From and after the Effective Date and as to each MMC, WOW shall pay directly to the applicable utility provider the utility charges for all utilities used by WOW during the term. Except for the Utility Connection Fee and in relation to Enhanced Premises Locations, City shall have no additional utility payment obligation, and WOW shall defend and hold City and the Premises Locations harmless, from all charges for all utilities and services. City acknowledges that WOW has the right to contract with and use its own energy service providers.

O. Compliance with Law. WOW shall comply with all laws, rules and regulations (including but not limited to all Applicable Regulations) governing its performance hereunder, and to obtain any and all licenses and permits required therefor.

P. Financing. WOW shall have the right to utilize this Agreement and its rights hereunder as security for any financing. City shall provide reasonable cooperation with respect to any such financing effort. However, notwithstanding the foregoing, in no event shall the City's economic or financial interest in this Agreement or the MMC be subordinate to any such financing.

Q. Taxes. WOW shall be responsible solely to pay all, if any, possessory interest and leasehold taxes and all personal property taxes attributable to this Agreement and/or associated with the MMC constructed and located on the Premises Locations.

R. Ownership of City Property. City represents and warrants to WOW that, as of the Effective Date of this Agreement, City is the owner of the City Property, as reasonably identified by WOW in proposing MMC sites.

S. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

T. Quiet Enjoyment. City represents and warrants to WOW that, as of the Effective Date of this Agreement, WOW shall have the quiet enjoyment of the City Property subject to the requirements of this Agreement and the applicable lease provisions herein throughout the term of this Agreement. Without limiting any rights WOW may have by statute or common law, so long as this Agreement is in full force and effect, WOW shall lawfully and quietly hold, occupy, and

enjoy the City Property during the term of this Agreement without disturbance by City or by any person claiming through or under City.

U. Parties' Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between City and WOW other than the relationship of landlord and tenant. City and WOW expressly agree that neither the method of computing of rent nor any act of the parties hereto shall be deemed to create any relationship between City and WOW other than the relationship of landlord and tenant.

V. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Agreement to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, pandemic, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of clarification and example only and without a restriction on the rights provided under this Section, a material reduction in WOW's Gross Revenue caused directly or indirectly by the novel Covid-19 virus or other pandemic shall be construed as a Force Majeure Event, excusing performance of Required Acts such as WOW's obligation to pay Minimum Monthly Rent and Percentage Rent.

W. Brokers. City and WOW each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises Locations pursuant to this Agreement, with any other broker or person entitled to claim a commission or leasing fees. In no event shall this Agreement or the applicable lease provisions herein, be construed to create any express or implied obligation on the part of WOW or the City in favor of and/or on behalf of any broker (or any person claiming a commission or leasing fee) as a primary obligee or as a third-party beneficiary under this Agreement. City and WOW each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

X. Notices. Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand, or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Agreement.

To City:

City of Hawthorne
Hawthorne City Hall
4455 W. 126th Street
Hawthorne, CA 90250
Attention: Vontray Norris, City Manager

With a copy to:

Attention: City Attorney
(same address as above)

To WOW:

Scott Krantz
WOW Media, Inc.
18375 Ventura Blvd., #112
Tarzana, CA 91356

With a copy to:

Anthony A. DiMonte
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067

Notices, demands, or declarations given under this Agreement will be deemed to have been given when received as reflected on the return receipt, or when receipt is refused. A Party's address for notice may be changed at any time by notice given in accordance with the above.

Y. Recordation. As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties. WOW shall provide the City Clerk with fees for such recording prior to or at the time of such recording should the City Clerk effectuate recordation. The Parties shall cooperate to fashion this Agreement in the appropriate form and formatting for recordation, as required by the County of Los Angeles.

Z. Conflicts of Interest; Prohibited Interests. WOW warrants and maintains as of the Effective Date of this Agreement that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of WOW. If any information regarding an officer or employee of the City having an interest in this transaction or in the business of WOW as of the Effective Date of this Agreement comes to the knowledge of WOW at any time during the Term of this Agreement, WOW shall immediately make a complete, written disclosure of such interest to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws. If the City subsequently is provided information that WOW had knowledge but failed to disclose knowledge of any such interest, and Owner fails to acknowledge such interest within fourteen (14) days of notification by the City, WOW's failure shall constitute a breach of the Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

CITY OF HAWTHORNE

WOW MEDIA, INC.

By: _____
Name: Vontray (Von) Norris
Title: City Manager

By: _____
Name: Scott Krantz
Title: CEO

APPROVED AS TO FORM:

APPROVED:

By: _____
Name: Robert Kim, Esq.
Title: City Attorney

By: _____
Name:
Title:

ATTEST:

By: _____
Name: Danyna Williams-Hunter
Title: City Clerk

Crenshaw Blvd & 105 Freeway

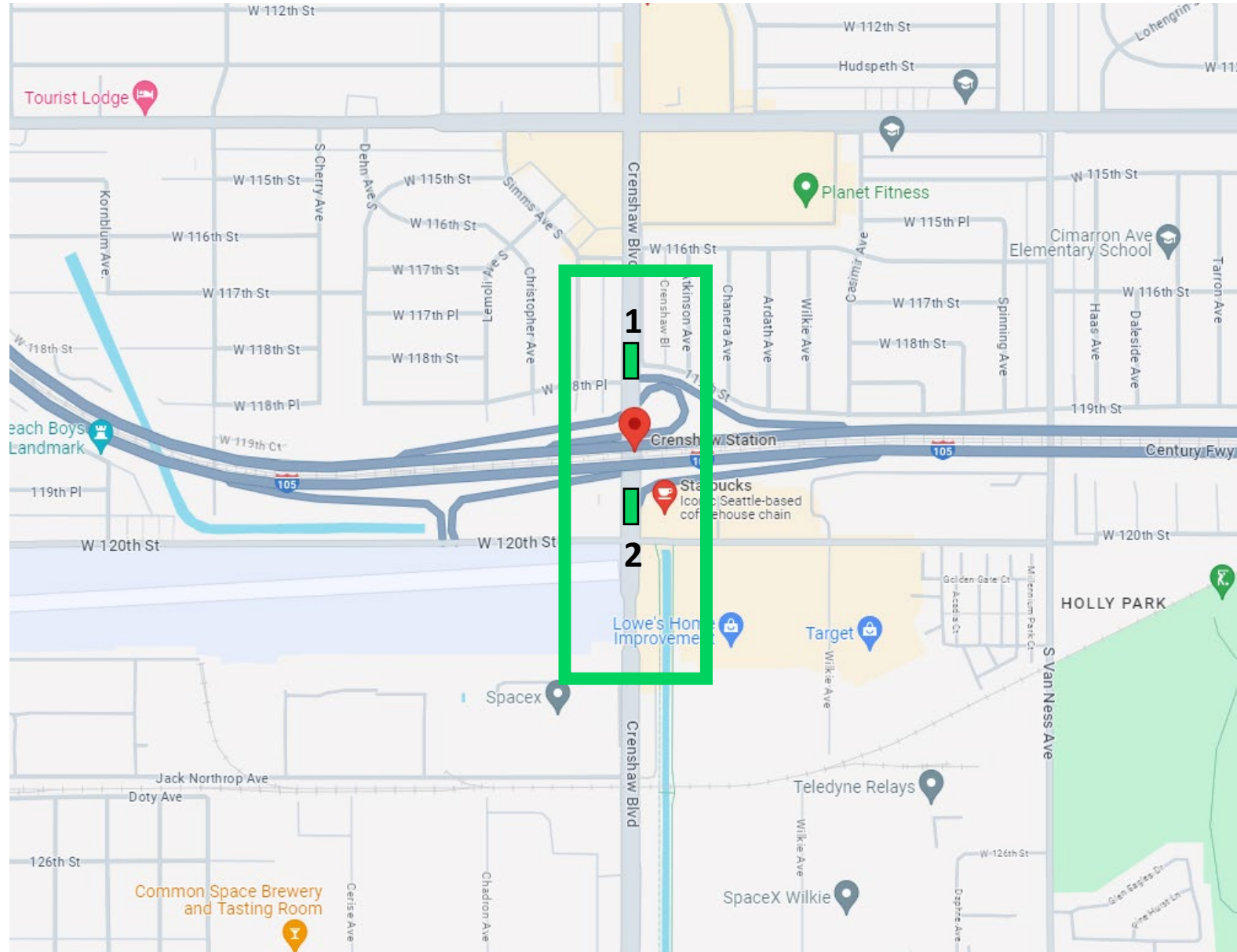


Exhibit A-2

Rosecrans Ave & 405 Freeway

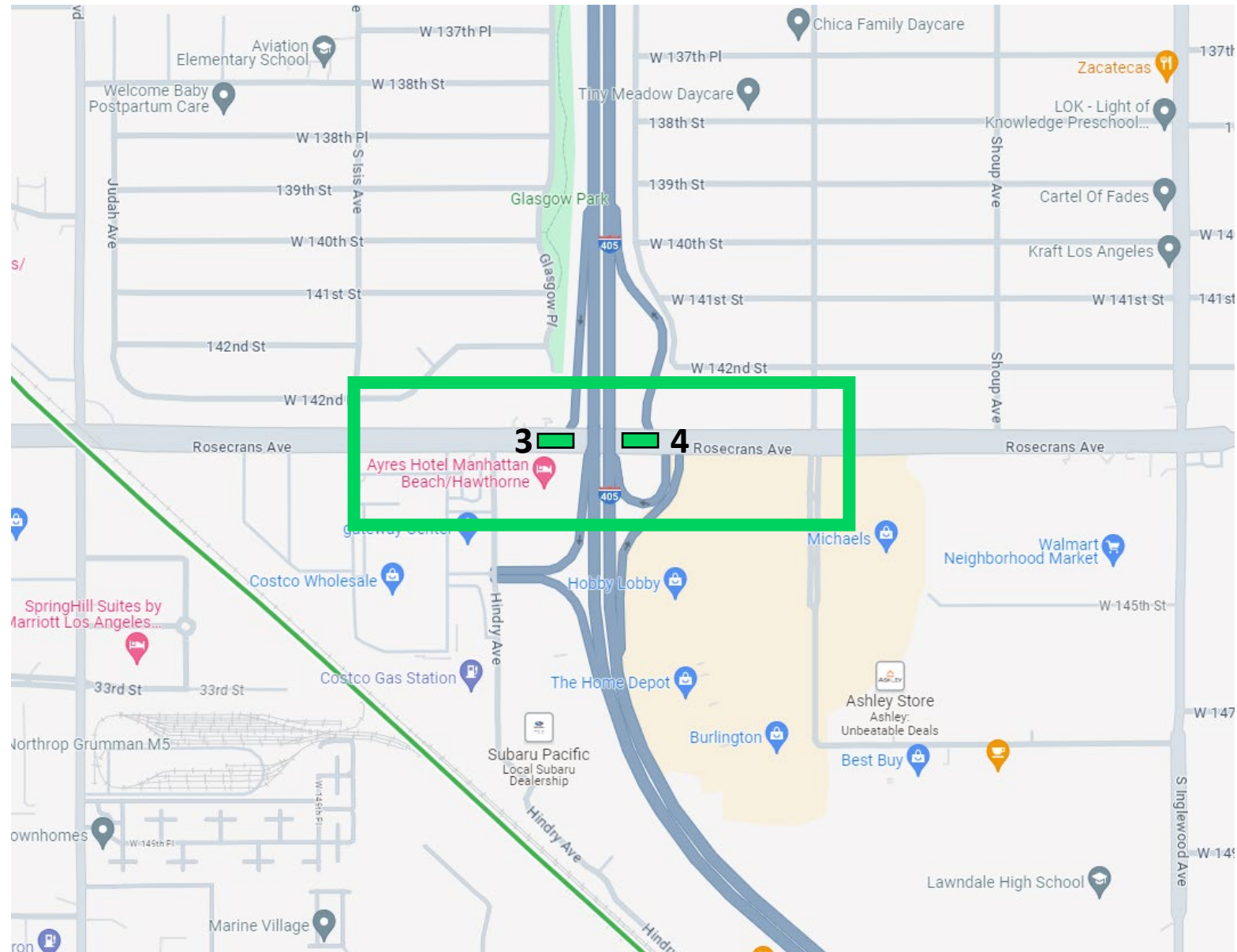


Exhibit A-3

El Segundo & 405 Freeway

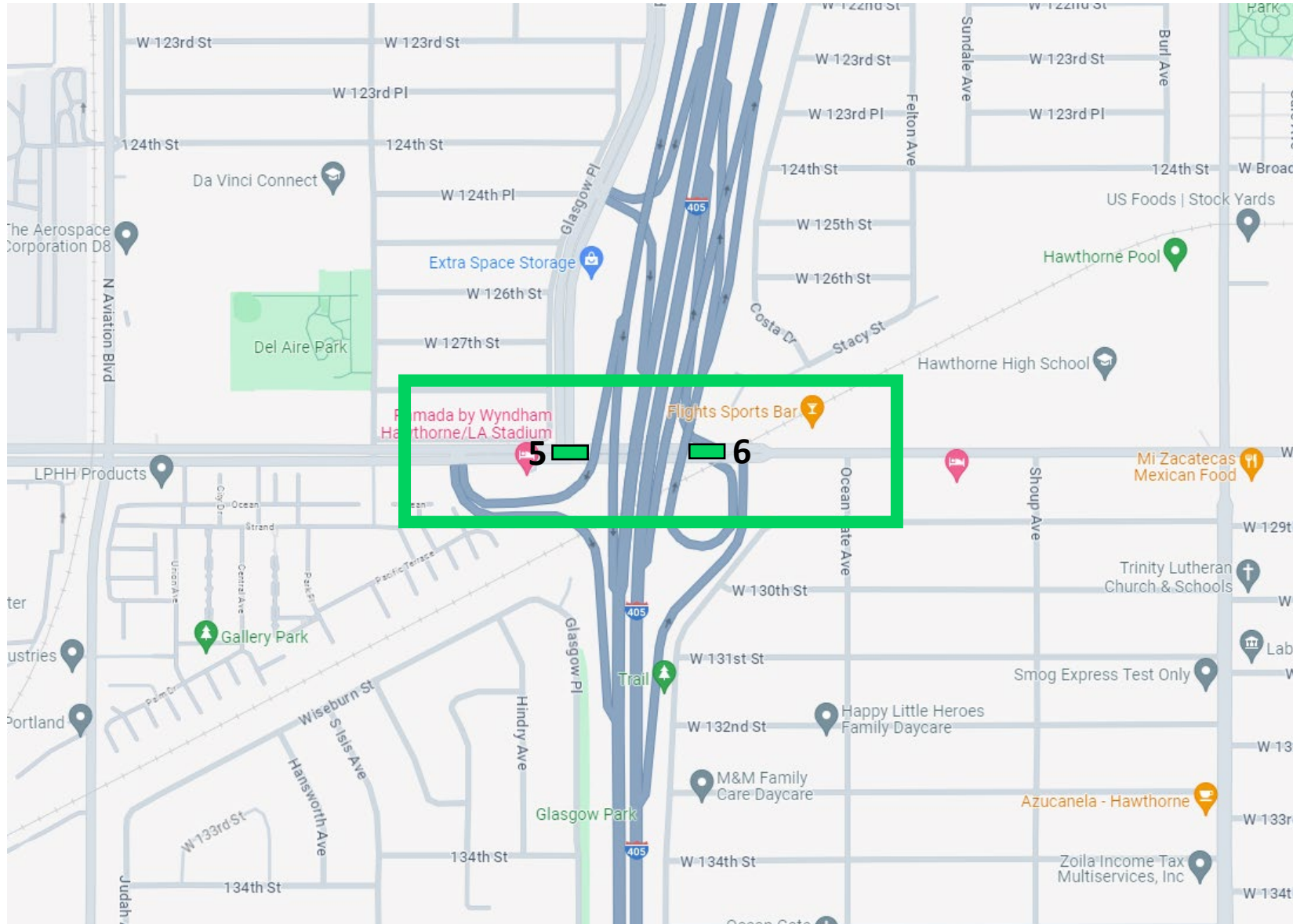


Exhibit B

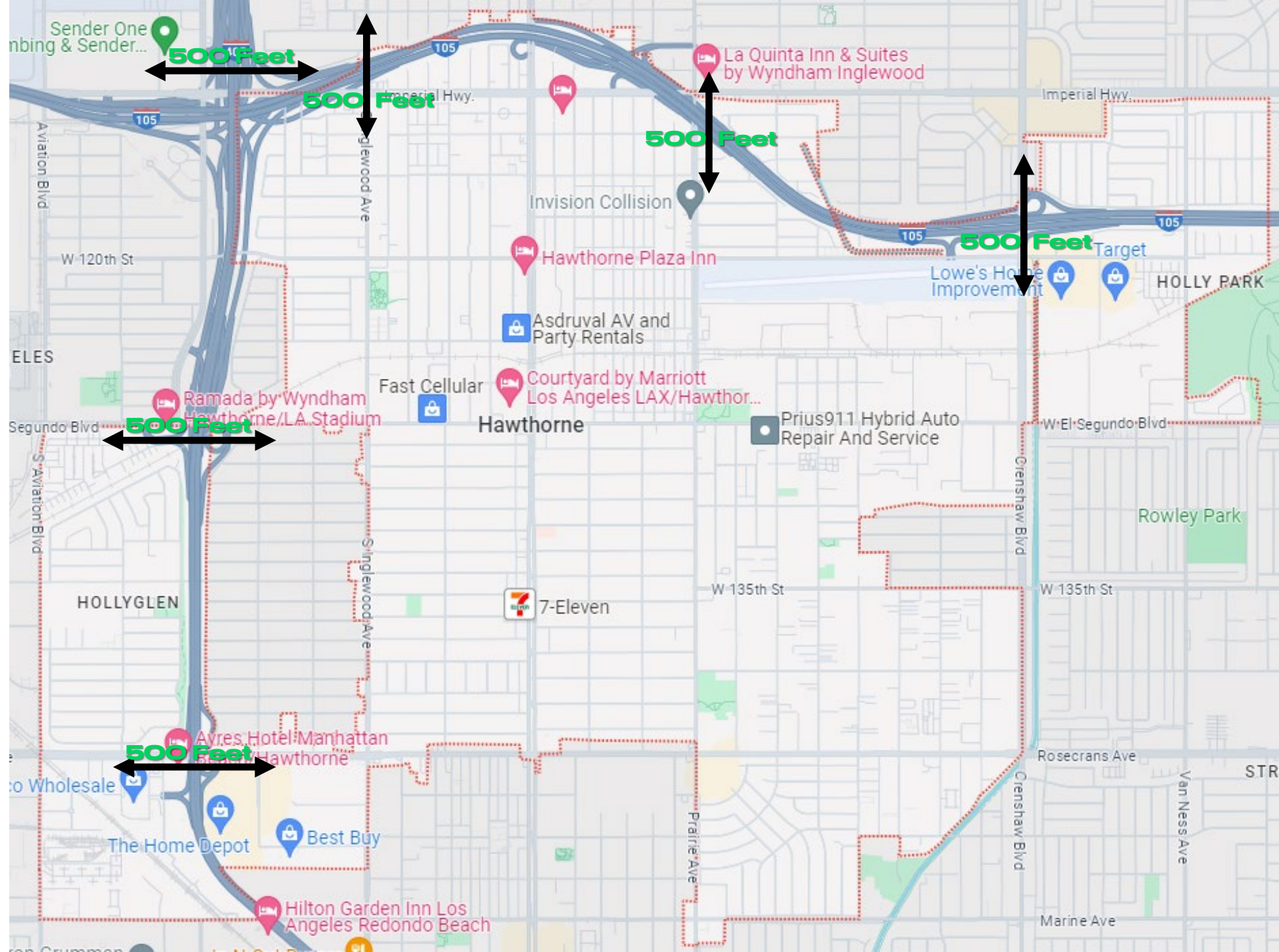


Exhibit C

Site #	MMC Locations	# of Faces	Percentage Rent	One-Time Bonus (per face)	Minimum Monthly Rent (per Face)	Minimum Annual Guarantee (MAG) per MMC
1	Roscrans & 405 Frwy	4	50%	\$100,000	\$9,000	\$432,000
2	El Segundo & 405 Frwy	4	50%	\$100,000	\$9,000	\$432,000
3	Crenshaw & 105 Frwy	4	50%	\$100,000	\$9,000	\$432,000