

**CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE  
FOR BILLBOARD**

This CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE FOR BILLBOARD (this “*Consent*”) is provided by the City of Lake Worth Beach (the “City”) with reference to the following:

**1. General Terms.**

- a. “*Effective Date*”: April 21, \_\_\_\_\_, 2020
  
- b. “*Lessee*”: IDON Media, LLC, a California limited liability company
  
- c. “*Assignee*”: Outfront Media, LLC, a Delaware limited liability company
  
- d. “*Settlement Agreement*”: Settlement Agreement Between Interstate Outdoor Advertising, Inc. and the City of Lake Worth Regarding the Construction of Billboards, dated July 3, 2007, by and between Interstate Outdoor Advertising Inc. (as predecessor in interest to Lessee) and the City of Lake Worth.
  
- e. “*Relocation Agreement*”: Relocation and Reconstruction Agreement, dated November 5, 2019, by and between the City of Lake Worth Beach and Lessee.
  
- f. “*Assignment*”: Assignment and Assumption of Lease, Permits, Contracts and Rights under Settlement Agreement and Relocation and Reconstruction Agreement, dated as of the date hereof, between Lessee, as assignor, and Assignee, as assignee.

**2. Recitals.**

- a. The City entered into the Settlement Agreement with Lessee for the construction of a two-face advertising billboard structure (the “Original Sign”) located at 1800 10<sup>th</sup> Avenue (aka 1800 Aragon Avenue), Lake Worth, Florida, otherwise known as Barcelona Gardens Lots 21 to 24 including Block 5 and 25 feet and Adjacent thereto (the “Property”).

- b. The City entered into the Relocation Agreement with Lessee for the relocation to another place on the Property as well as the reconstruction of the Original Sign to a three-face advertising billboard structure (the “Sign”).
- c. Pursuant to the terms and conditions of the Purchase and Sale Agreement, dated October 1, 2019 (as amended), by and between Lessee and Assignee, Lessee is selling its ownership interest in the Sign as well as assigning its rights and obligations under the Settlement Agreement and the Relocation Agreement to Assignee.
- d. The Relocation Agreement requires the City’s consent to such sale.

**3. Lessor’s Consent and Assignment Agreement.**

- a. *Consent and Assignee Acknowledgement.* The City consents to the sale of the Sign from Lessee to Assignee, and the Assignee’s assumption of all of Lessee’s rights, obligations, liabilities, and duties under the Settlement Agreement and the Relocation Agreement to Assignee, ~~pursuant to the terms of the Assignment, a copy of which is attached to this Consent as Exhibit A~~<sup>[c1]</sup>. Assignee acknowledges that it has read and is familiar with all of the terms and provisions of the Settlement Agreement and the Relocation Agreement.

**4. Estoppel.** The City, having the power and authority to do so, as of the Effective Date of this Consent, does hereby certify to Assignee, as follows:

- a. The entity that executed the Settlement Agreement as the “City of Lake Worth” and the entity that executed the Relocation Agreement as the “City of Lake Worth Beach” are the same governmental entity.
- b. The City has no present claim, counterclaim or default, offset defense or lien of any kind whatsoever to the payment of compensation or rent and other charges payable or to be paid under the Settlement Agreement or the Relocation Agreement.
- c. All compensation to be paid to the City by Lessee, pursuant to Section 4 of the Settlement Agreement, has been received and paid in full.
- d. As the Property is not owned by the City, Lessee is not liable for any additional payments pursuant to the second paragraph of Section 4 of the Settlement Agreement.
- e. The Sign shall be permitted at the Property for a period of fifty (50) years from the date that reconstruction of the Sign is completed. The Sign was reconstructed on April 1, 2020.

- 
- f. That the City has not given notice of any default under the Settlement Agreement or Relocation Agreement to Lessee; and Lessee is not in default in the performance of any of its obligations under the Settlement Agreement or Relocation Agreement, nor does any circumstance exist which, with the giving of notice or upon the passage of time, or both, would constitute a default under the Settlement Agreement or the Relocation Agreement.

- g. That the City is currently receiving the following annual contribution of Twenty-Five Thousand Dollars (\$25,000) from Lessee. The last annual contribution was received on April 13, 2020. —The City has not received any rent or other sum due under the Relocation Agreement in advance.
- h. There are no remaining escrow accounts as referenced in Section 4 of the Settlement Agreement.
- i. Lessee has deposited a security deposit in the amount of \$0.00 with the City.
- j. Except as set forth herein, Lessee has not assigned, conveyed, pledged, mortgaged or transferred all or any portion of its interest in the Sign, the Settlement Agreement or the Relocation Agreement.
- k. The address for notices of the City under the Settlement Agreement and the Relocation Agreement is 7 North Dixie Highway, Lake Worth Beach, Florida, 33460, Attention: City Manager with a copy to Torcivia, Donlon, Goddeau & Ansay, P.A., 701 Northpoint Parkway, Suite 209, WPB, FL 33407.
- l. The City acknowledges that the information supplied in this Section 4 of this Consent is delivered to Assignee in order to induce Assignee to complete the Assignment. Assignee has acted in reliance upon the agreements contained in this Section 4 and the truth and accuracy of the statements contained in this Section 4. This Section 4 may be relied upon by Assignee and its successors and assigns.

**5. Binding Effect.** This Consent shall be binding on and inure to the benefit of the parties to this Consent and their successors and permitted assigns.

**6. Recording.** This Consent may not be recorded in any real property records, without the City's prior written consent.

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

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***



**LESSEE:**

IDON Media, LLC,  
a California limited liability company

By:   Name:  
      Title:

**ASSIGNEE:**

Outfront Media, LLC,  
a Delaware limited liability company

By: Name:  
Title:

EXHIBIT A

ASSIGNMENT

{Attached}