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Agreement Between L Urban NY LLC. And tate Transit Media, LLC.

THIS AGREEMENT is made by and between Urban NY LLC. a New York Limited Liability Company which is the company of the a, LLC. a Delaware Limited Liability Company with offices at 905 North Kings Highway, Cherry Hill, NJ 08034 (hereinafter called "Representative").

WHEREAS, Company is the operator of Double Decker Buses (hereinafter "Fleet" or "Vehicles") in the state of New York and in particular New York City; and

WHEREAS, Company and its related companies require assistance in selling, placing and managing advertising on the exteriors and interiors of Company's Fleet;

WHEREAS, Representative is engaged in the business of placing advertising on buses, and other vehicles and is in the position to render expert advice and assistance to the Company, as well as increase revenues to the Company from the placement of such advertising;

NOW THEREFORE, AND IN CONSIDERARTION OF THE FOREGOING, THE PARTIES DO HEREBY AGREE AND CONTRACT AS FOLLOWS:

- 1. Company hereby appoints Representative as its sole and exclusive representative for the selling, placing and managing of advertising on its Fleet, subject to the provisions of this Agreement. Company will refer any and all questions about such advertising or prospective advertisers that may contact Company directly to Representative. This exclusivity shall apply to all Vehicles owned by the Company or any other transportation businesses owned by the Company or the principals of the Company.
- 2. Representative shall perform the work necessary to complete such services in a manner commensurate with industry standards and practices.
- 3. Representative shall sell, place and maintain any and all advertising at its own expense. Any frames, displays or new media components installed, as provided for in this Agreement and approved by Company, shall be installed and maintained by Representative at its own expense and shall remain the property of Representative at all times. Any installation, maintenance or removal of advertising or frames, displays or new media components shall be performed exclusively by Representative or its duly authorized agents or employees.
- 4. The advertising space covered by this Agreement shall be on the exteriors and interiors of up to Fifty (50) of the Company controlled Double Decker Vehicles (See attached schedule A) subject to the availability of advertising. Initially the Company will release Six (6) Vehicles for advertising, increasing the number of Vehicles over the term of this Agreement. Company will add from time to time additional Vehicles on Schedule A. Representative will only compensate Company for Vehicles actually running on dedicated routes in Manhattan New York City as listed on Schedule A and acknowledged in writing by both parties.

(5) W.W.

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