

**AND RESTATED  
TRANSIT ADVERTISING AGREEMENT  
Agreement No. 307-21**

THIS AMENDED AND RESTATED TRANSIT ADVERTISING AGREEMENT (herein referred to as the "Agreement"), shall operate to amend and restate that certain agreement titled "Transit Advertising Agreement: Agreement No. 307-20," made and entered into on November 28, 2011 (hereinafter referred to as the "Original Agreement"), by and between **NEW YORK TOURS INC.** (hereinafter referred to as "Licensor") and **DR. [REDACTED] IA, LLC** (hereinafter referred to as "Licensee") (collectively referred to as the "Parties"). The effective date of this Amended and Restated Agreement shall be March 1, 2014 (the "Effective Date").

**WITNESSETH**

**WHEREAS**, the Parties agree and acknowledge that this Agreement shall amend and restate the Original Agreement;

**WHEREAS**, Licensor is in the business (the "Business") of operating a privately owned bus fleet (the "Fleet");

**WHEREAS**, Licensor has all licenses and permits required to use the Fleet to transport passengers in and around New York, New York (the "Territory") for the purpose of providing hop-on, hop-off sightseeing tours and to otherwise lawfully conduct its Business;

**WHEREAS**, the Parties have agreed that Licensor shall grant to the Licensee the exclusive right to advertise on all of Licensor's vehicles, including but not limited to the Fleet set forth on Exhibit A, Scope of Work, attached hereto and made a part hereof, in the Territory during the Term (as defined herein), all as set forth below and subject to the terms and condition set out herein;

**WHEREAS**, Licensee is competent to perform the services described herein and desires to enter into this Agreement with Licensor for the provision of such services;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants, representations and warranties contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**SECTION 1. SCOPE OF WORK AND TERRITORY**

(a) **Scope.** Licensor hereby grants to Licensee, on an exclusive basis, the rights to sell, post and maintain advertising both on the exterior of and within the interior of all of Licensor's vehicles including, but not limited to, the Fleet set forth in Exhibit A, as well as any vehicles added to the Fleet after the date of this Agreement in the Territory.

(b) **Operation Requirements.** Throughout the duration of the Term, as defined in Section 2, Licensor shall operate a hop-on, hop-off sightseeing tour with no less than the number of double decker vehicles described below (the "Operational Minimum") in their usual and ordinary manner, seven (7) days per week, fifty-two (52) weeks per year and shall be required to operate for no fewer than eight (8) hours per day per bus (collectively the "Operation Requirements").

(i) Prior to March 1, 2014 (the "Initial Period") the Operational Minimum shall be equal to eight (8) double decker buses.

(ii) For the period of time between March 1, 2014 and May 31, 2014 (the "Growth Period") the Operational Minimum shall be equal to sixteen (16) double decker buses.