

CHARITABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 12 day of April, 2018, by and between **Blue Rooster Media, LLC.**, a Florida limited liability corporation (hereinafter “**BRM**”) and the **Hollywood Jaycees Foundation, Inc.**, a Florida non-profit corporation, (hereinafter “**NPO**”)

WITNESSETH:

WHEREAS, BRM is in the outdoor advertising business; and

WHEREAS, NPO owns real property at 2930 Hollywood Boulevard, Hollywood, Florida 33020 (parcel id number 514217000071) within the City of Hollywood, Florida (City) a municipal corporation State of Florida on which a billboard is located(hereinafter “Property”); and

WHEREAS, BRM desires to remove and/or replace and improve the concrete, electrical, above ground steel structural components, and any other parts of the existing billboard and install one new double-face monopole billboard on the Property, utilizing two LED faces (the “Digital Billboard”), or such other automatic changeable faces as it may elect to utilize from time to time (all such automatic changeable facing, whether now in existence or developed in the future); and

WHEREAS, to be in compliance with the City ordinances regulating billboards BRM is entering a Billboard Agreement with the City (approved by Resolution No. R-2018-__) and BRM agrees to make donations (hereinafter “Donation(s)”) a non-profit organization for a period of 40 years; and

WHEREAS, the NPO desires to accept Donations to generate funds utilized for activities within the City.

NOW, THEREFORE, in consideration of the mutual promises and other considerations herein contained, the parties hereto agree as follows:

1. The Donations. The Donation shall be contingent upon the permitting and installation of the Digital Billboard by BRM as more specifically set forth in the Billboard Agreement between the City and BRM. BRM shall make the Donations, beginning upon the Certificate of Occupancy or Final Inspection Approval being issued by Hollywood after the installation of the Digital Billboard (the “Start Date” as that term is defined in the Billboard Agreement) to the NPO in the manner described below in accordance with the terms set forth below.

BRM shall make an annual contribution of \$25,000.00 per year for a period of 40 years, at which time the payment is satisfied unless BRM notifies the NPO that it no longer intends to use or operate the Digital Billboard, whichever occurs earlier or, if otherwise terminated as permitted in this Agreement. The Annual Contribution shall be made on a quarterly basis on the last day of each third month commencing on the Start Date with the first payment date after the notwithstanding, the Start Date shall be no later than 24 months following the date of execution of the Billboard Agreement by all parties. To the extent that the permits do not entitle BRM to conduct its Billboard

advertising for a complete quarter following the Start Date or any anniversary thereof, the quarterly contributions of any such partial quarter shall be prorated and reduced accordingly.

2. Suspension. In the event the Digital Billboard shall be deemed temporarily unable to be used for its intended purpose, then the required payment due to NPO as set forth in Paragraph 1 above, shall be prorated and reduced accordingly. BRM shall provide NPO and City with written notification of the Billboard's unavailability, the reason for such unavailability and the duration period of unavailability. Such a suspension shall not be deemed an event of Default unless the reason for such unavailability is based solely on BRM's decision not to utilize the Billboard or sell advertising for such period.

3. Default. In the event that any of the parties shall fail to perform any of their obligations under this Agreement, the performing party shall give notice pursuant to Paragraph 4, which notice shall state the nature of the violation. The non-performing party shall have 90 days from the receipt of notice to cure such failure. In the event the non-performing party shall fail to cure its violation of this Agreement within the 90 day period, the performing party shall have the option of terminating the Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event that BRM fails to pay its Donation pursuant to Paragraph 2 above and does not cure such a violation within a 90 day period, this Agreement shall automatically terminate. All required payments shall be made through the date of termination.

4. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by recognized national delivery service with delivery confirmation, or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To: Hollywood Jaycees Foundation, Inc.
Executive Chair
Evan Benrubi
2930 Hollywood Blvd. 33020

To: Blue Rooster Marketing, LLC
Yves Barroukh-CEO
44 West Flagler Street, Suite 1100
Miami, Florida 33130

To: Harvey Rogers, Esq.
44 West Flagler Street, Suite 1100
Miami, Florida 33130

As to the City: City Manager
2600 Hollywood Blvd. Room 419
Hollywood, Florida 33020

With a Copy to:

City Attorney, City of Hollywood
2600 Hollywood Blvd. Room 407
Hollywood, Florida 33020

All notices shall be deemed to be delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail. Either party may change its address for the purposes of receiving notices pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

5. Termination. This Agreement shall be terminated automatically 40 years from the Start Date or if BRM fails to make its Donation(s) and fails to cure pursuant to Paragraph 3 above. In addition, BRM may terminate this Agreement upon the decommissioning and removal of the Billboard on the Property with 30 days' written notice to the NPO that BRM no longer intends to maintain or use the Digital Billboard at the Property. Additionally, BRM may terminate this Agreement for convenience with 30 days' written notice to the NPO and the City.

6. Invalid Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

7. Choice of Laws. This Agreement shall be interpreted and enforced pursuant to the State of Florida. Any claims, objections or disputes arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

8. Assignment. This Agreement may be assignable by BRM in accordance with the assignment provision set forth in the Billboard Agreement between the City and BRM (approved by Resolution No. R-2018-__), but in no circumstances may the Agreement be assigned, or used as collateral or for another similar purpose, by the NPO without the prior written approval of BRM.

9. Entire Agreement. This Agreement contains the entire understanding of the parties. Any amendment to this Agreement shall not be enforceable unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESSES:

BLUE ROOSTER MEDIA, LLC

Yves Barroukh, CEO

WITNESSES:

HOLLYWOOD JAYCEES FOUNDATION, INC.

Evan Benrubi, CHAIR
