

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

LAMAR ADVANTAGE GP COMPANY,  
LLC, a Delaware Corporation, and LAMAR  
ADVERTISING COMPANY

Plaintiffs,

vs.

DOUGLAS SHIELDS, MEMBER OF  
PITTSBURGH CITY COUNCIL, WILLIAM  
PEDUTO, MEMBER OF PITTSBURGH  
CITY COUNCIL, BRUCE A. KRAUS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, RICKY V. BURGESS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, AND PATRICK DOWD, BOTH  
AS A MEMBER OF PITTSBURGH CITY  
COUNCIL AND AS AN INDIVIDUAL

Defendants.

CIVIL DIVISION

NO. GD. 08 -

7180

Code: 020 - Equity

**VERIFIED COMPLAINT IN EQUITY**

Filed on Behalf of Plaintiff:

LAMAR ADVANTAGE GP COMPANY,  
LLC, a Delaware Corporation, and LAMAR  
ADVERTISING COMPANY

Counsel of Record For This Party:

SAMUEL P. KAMIN, ESQUIRE  
PA.I.D.#00707

JONATHAN M. KAMIN, ESQUIRE  
PA.I.D.#81958

GOLDBERG, KAMIN & GARVIN  
1806 FRICK BUILDING  
437 GRANT STREET  
PITTSBURGH, PA 15219-6101  
(412) 281-1119

jonathank@gkgattorneys.com<sup>4</sup> 0859LAURIE01  
04-08-2008 03:34:12  
00-08-007180

FILED

08 APR -8 PM 3:48

PROTHONOTARY  
ALLEGHENY COUNTY

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

LAMAR ADVANTAGE GP COMPANY,  
LLC, a Delaware Corporation, and LAMAR  
ADVERTISING COMPANY

CIVIL DIVISION

NO. GD. 08 -

Plaintiffs,

Code: 020 - Equity

vs.

DOUGLAS SHIELDS, MEMBER OF  
PITTSBURGH CITY COUNCIL, WILLIAM  
PEDUTO, MEMBER OF PITTSBURGH  
CITY COUNCIL, BRUCE A. KRAUS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, RICKY V. BURGESS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, AND PATRICK DOWD, BOTH  
AS A MEMBER OF PITTSBURGH CITY  
COUNCIL AND AS AN INDIVIDUAL

Defendants.

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE  
THE ALLEGHENY COUNTY BAR ASSOCIATION  
920 CITY-COUNTY BUILDING  
414 GRANT STREET  
PITTSBURGH, PENNSYLVANIA 15219  
TELEPHONE: (412) 261-0518

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

LAMAR ADVANTAGE GP COMPANY,  
LLC, a Delaware Corporation, and LAMAR  
ADVERTISING COMPANY

Plaintiffs,

vs.

DOUGLAS SHIELDS, MEMBER OF  
PITTSBURGH CITY COUNCIL, WILLIAM  
PEDUTO, MEMBER OF PITTSBURGH  
CITY COUNCIL, BRUCE A. KRAUS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, RICKY V. BURGESS,  
MEMBER OF PITTSBURGH CITY  
COUNCIL, AND PATRICK DOWD, BOTH  
AS A MEMBER OF PITTSBURGH CITY  
COUNCIL AND AS AN INDIVIDUAL

Defendants.

NO. GD. 08 -

Code: 020 - Equity

**VERIFIED COMPLAINT IN EQUITY**

AND NOW, comes the Plaintiff, LAMAR ADVANTAGE GP COMPANY, LLC, a Delaware Limited Liability Company and LAMAR ADVERTISING COMPANY, by and through its attorneys, SAMUEL P. KAMIN, ESQUIRE and JONATHAN M. KAMIN, ESQUIRE, and the law firm of GOLDBERG, KAMIN & GARVIN and files the within Verified Complaint In Equity and in support thereof states the following:

**THE PARTIES**

1. Plaintiff LAMAR ADVANTAGE COMPANY GP COMPANY, LLC, a Delaware Limited Liability Company and LAMAR ADVERTISING COMPANY (hereinafter collectively sometimes referred to as "Plaintiff" and / or "Lamar") are corporate entities which are authorized

to do business in Pennsylvania and have a business address of 740 Trumbull Drive, Pittsburgh, Allegheny County, Pennsylvania 15205.

2. Defendant Douglas Shields, Member of Pittsburgh City Council (hereinafter sometimes referred to as “Shields”) is an adult individual, whose stated business address is 510 City County Building, 414 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219.

3. Defendant William Peduto, Member of Pittsburgh City Council (hereinafter sometimes referred to as “Peduto”) is an adult individual, whose stated business address is 510 City County Building, 414 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219.

4. Defendant Bruce A. Kraus, Member of Pittsburgh City Council (hereinafter sometimes referred to as “Kraus”) is an adult individual, whose stated business address is 510 City County Building, 414 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219.

5. Defendant Ricky v. Burgess, Member of Pittsburgh City Council (hereinafter sometimes referred to as “Burgess”) is an adult individual, whose stated business address is 510 City County Building, 414 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219.

6. Defendant Patrick Dowd, Member of Pittsburgh City Council and as an Individual (hereinafter sometimes referred to as “Dowd”) is an adult individual, whose stated business address is 510 City County Building, 414 Grant Street, Pittsburgh, Allegheny County, Pennsylvania 15219. Dowd’s home address is 1015 North Euclid Street, Pittsburgh, PA 15206.

7. Defendants Shields, Peduto, Kraus, Burgess, and Dowd are sometimes collectively referred to herein as “Defendants”. Each of the Defendants are duly elected members of Pittsburgh City Council.

## **JURISDICTION AND VENUE**

8. This is an equitable action. The relief sought by this Complaint is equitable and nature and specifically seeks to enjoin the Defendants from, under the color and authority of their elective offices, from taking various unauthorized actions to interfere with and otherwise jeopardize the vested, contractual and due process rights of the Plaintiff.

9. Jurisdiction and venue are proper in the Court of Common Pleas of Allegheny County, Pennsylvania because each of the claims in this action arises under the laws of the Commonwealth of Pennsylvania and the acts complained of herein, and the effects of those acts, principally occurred, are threatened to continue to occur, and, if not enjoined, will continue to occur in Allegheny County, Pennsylvania.

## **FACTUAL ALLEGATIONS**

10. Lamar is a national company primarily engaged in the outdoor advertising business. Lamar owns and operates more than 2,200 billboards in Allegheny County, Pennsylvania and directly employs over sixty (60) people at its offices in Pittsburgh, Pennsylvania.

11. Over the past several years, Lamar has worked cooperatively with the City of Pittsburgh to modernize Lamar's existing billboards, to remove other billboards, and to remove various instances of blight located in the City of Pittsburgh. In the last 5 years, Lamar has taken down over seventy (70) billboards in cooperation with the City of Pittsburgh.

12. Additionally, Lamar has modernized several of its existing billboard faces located in the City of Pittsburgh over the last several years. All of Lamar's actions have been lawful and properly permitted by the applicable departments of the City of Pittsburgh.

13. In the spring of 2005, Lamar was approached by representatives of the Pittsburgh Parking Authority (hereinafter sometimes referred to as the "PPA"). These representatives of the PPA requested that Lamar participate with the PPA in the erection of a replacement L.E.D. Billboard

Sign Face on the facade of the Grant Street Transportation Complex (hereinafter sometimes referred to as the "GSTC").

14. Notably, the PPA approached Lamar as Lamar already had an existing billboard on the site of the GSTC.

15. Additionally, Lamar is a "sole source provider" of this service and the only company that could legally erect the billboard because of the requirements of the Pittsburgh Zoning Code. Lamar's existing sign inventory (including its existing billboard located within the property lines of the subject property) precluded other billboards from being erected by anyone within 500 feet of Lamar's existing billboards, which are grand fathered by the Pittsburgh Zoning Code. The applicable zoning district does not allow for new billboards, except for billboards that are previously grand fathered under the Pittsburgh Zoning Code.

16. In other words, a billboard could not be re-erected on the GSTC site without the removal of several other of Lamar's existing billboards, which neither the City of Pittsburgh, nor the PPA, could have compelled.

17. After months of negotiations, discussions with various public officials, and representatives of the PPA, Lamar and the PPA entered into a License Agreement for the erection of a replacement billboard and an L.E.D. billboard on the GSTC. A true and correct copy of said License Agreement is attached hereto as Exhibit "A".

18. On or about December 19, 2007, Lamar lawfully obtained the necessary permits and approvals from the City of Pittsburgh. A true and correct copy of Sign Permit 07-08817 is attached hereto marked Exhibit "B" and made part hereof.

19. On or about December 21, 2007, Lamar erected its replacement billboard on the GSTC. Said replacement billboard remains erected on the GSTC as of today.

20. On or about January 21, 2008, more than thirty (30) days after the billboard had been erected on the GSTC facade in full view of the public, Lamar ordered its custom, high-definition L.E.D. billboard face from its manufacturer. Since the date of this order, and in reliance on the validity of its permit, Lamar has advanced over \$2,000,000.00 towards the cost of said billboard. Lamar has significant additional payments to make towards the acquisition, installation and operation of the same.

21. On information and belief, the Defendants knew or should have known about the erection of this billboard and the issuance of the permits and approvals of the same prior to February 11, 2008.

22. On information and belief, the Defendants, and / or members of their staffs, engaged in discussions with Richard Lord of the Pittsburgh Post-Gazette prior to February 12, 2008 regarding billboards and / or the erection of the same on the GSTC.

23. On or about February 12, 2008, the Pittsburgh Post-Gazette published an article that a permit for the billboard on the GSTC had been issued. Over the course of the next several days, the Defendants called for “investigations”, “hearings”, and the permits and approvals for the same to be “rescinded”.

24. Although the Defendants professed ignorance as to the prior approval of the permits for the GSTC, the Defendants knew or should have known that the same had been issued prior to February 11, 2008.

25. Over the course of the next several weeks, on information and belief, the Defendants met, clandestinely and secretly, to discuss the initiation of litigation to challenge the issuance of the permits for the billboards.

26. On information and belief, these secret meetings occurred at various times with various groups of the Defendants, and their respective staffs.

27. Even though a legislative quorum may have been present for these meetings, thereby subjecting the same to the provisions of the Pennsylvania Sunshine Act, these secret meetings were not conducted in public.

28. In their secret meetings, the Defendants also failed to include the various members of Pittsburgh City Council, who did not publically agree with their opposition to the issuance of the permits for the billboard on the GSTC.

29. Although Pittsburgh City Council attempted to pass legislation demanding that the City revoke the permits and approvals that had been issued to Lamar, said legislation was unable to receive the support of Council.

30. Plaintiff avers that, after the failure of such legislation, the Defendants developed a plot, under the auspices of their elected office, to try to have said permit revoked. Said plot included, but was not limited to, the interrogation of City Officials by the Defendants and their staff, the requesting of certain privileged and non-privileged records from various City Departments and Authorities, and the attempt to continue their public relations campaign to cast a false light on the permit approval process.

31. On or about March 11, 2008, Defendant Dowd filed a protest appeal to the City of Pittsburgh Zoning Board of Adjustment requesting the revocation of the permit issued to Lamar. Notably, Dowd purported to file as individual, and not as a Member of Council.

32. The City Zoning Office has regular office hours from 7:00 am to 3:00 pm on Monday through Friday. The City Zoning Office will not accept any protest appeals from members of the public after 2:00 p.m., and all such appeals must be filed before said time to be valid.

33. On or about March 12, 2008, Defendants Shields, Peduto, Kraus and Burgess, using their authority as Members of City Council, demanded that the City Zoning Office be opened, *after hours*, so that they could file a protest appeal against the issuance of the permit. Said protest appeal requested that the same be revoked, and were filed at approximately 4:30 pm, more than two and



one-half hours after the same should have been accepted. True and correct copies of emails confirming these *after hours* filings are attached hereto as Exhibit “C” and are incorporated by reference herein.

34. Notably, the protest appeal filed by the Defendants listed in Paragraph 27 is identical to the protest appeal filed by Defendant Dowd, with the exception of the names of the Protestants.

35. There is currently a zoning case scheduled before the City of Pittsburgh Zoning Board of Adjustment on the Protest Appeals filed by the Defendants.

36. In preparation for said case, the Plaintiffs requested various items of discovery from the Defendants, which would demonstrate the improper, unethical, and potentially illegal acts of the Defendants. The Defendants have refused to respond to said discovery requests. True and correct copies of Defendants’ Counsels letters refusing to comply with such requests are attached hereto as Exhibit “D” and are incorporated by reference herein.

37. In fact, Counsel for Defendants Shields, Peduto, Kraus, and Burgess is so concerned about the production of said information that said Counsel has gone as far as to threaten the Plaintiff with “all available remedies” should the Plaintiff continue to seek said information. Curiously, the use of said remedies is being invoked to protect the public, when said Defendants did not file on behalf of the public, and, on information and belief, have engaged in outrageous behavior outside of the purview of the public.

38. Plaintiff avers that it has suffered and will continue to suffer irreparable harm as a result of the Defendants’ conduct, breach of their legal obligations, abuse of the authority of their respective offices, and use of their staffs for their own personal gain. Additionally, there is no question that Lamar’s rights have been violated by said actions.

39. Unless the relief requested herein is granted, Lamar will continue to suffer irreparable injury and harm, including, but not limited to, the abuse of the Defendants’ elected office to impair the validity of their permits, Lamar’s vested rights under said permits, and Lamar’s Constitutional

rights, including its rights to equal protection and due process as guaranteed by the Federal and Commonwealth's Constitutions, and Lamar's general goodwill in the community. None of the harms complained of herein are adequately compensable by monetary damages. Such irreparable harm can only be avoided by a court order compelling the Defendants to honor their obligations and to operate in an appropriate manner under the law.

40. The balance of the equities favor the Plaintiff. The Defendants should not be permitted to act in such an unethical and unlawful manner, and thereby continue to use their special rights to subvert the legal process.

41. Should this Court issue a special injunction, said injunction would not harm the Defendants, but would merely preserve the status quo. Additionally, said injunction would further protect the public from the Defendants using their public office for their own personal crusades.

#### COUNT I:

#### VIOLATION OF PLAINTIFF'S CONSTITUTIONAL RIGHTS

42. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if the same were set forth fully herein.

43. Under the Constitutions of the Federal Government and the Commonwealth of Pennsylvania, Lamar is guaranteed the rights of equal protection and due process.

44. Plaintiff avers that the Defendants have violated Lamar's constitutional rights in general, and specifically, with regard to the following particulars:

A. The joint and several acts of the Defendants referred to herein constitute a violation of Lamar's constitution rights of equal protection and due process under the Federal and Commonwealth's Constitution, as said Defendants conspired to have the Zoning Administrator's Office opened after hours so that they could file their untimely protest appeal.

B. The joint and several acts of the Defendants referred to herein constitute a violation of Lamar's constitution rights of equal protection and due process under the Federal and Commonwealth's Constitution, as said Defendants conspired to file said protest appeals without following the formalities of legislative procedure required to pass legislation.

C. The joint and several acts of the Defendants referred to herein constitute a violation of Lamar's constitution rights of equal protection and due process under the Federal and Commonwealth's Constitution, as said Defendants conspired to deliberate, in private, without appropriate public scrutiny and in violation of the Pennsylvania Sunshine Act, to file said protest appeals.

D. The joint and several acts of the Defendants referred to herein constitute a violation of Lamar's constitution rights of equal protection and due process under the Federal and Commonwealth's Constitution, as said Defendants conspired to use the color of their office to obtain special privileges and information from various City departments and agencies to use for their own personal gain.

45. As a direct and proximate result of said conduct, Lamar has suffered and will continue to suffer, irreparable harm and injury, including, but not limited to, impairment of its permits, impairment of its vested rights, damage to its reputation, and the benefit of its bargain.

46. Said actions, if not enjoined, will also have the potential of continuing to allow such irreparable harm to continue to the Plaintiff.

47. Greater injury will be inflicted on the Plaintiff by the denial of the requested relief than will be experienced by the Defendants by the granting of such relief.

WHEREFORE, Lamar respectfully requests the following relief:

(A) the issuance of a special injunction to remain in effect until a full hearing, and for preliminary and permanent injunctive relief, enjoining the Defendants from violating the Plaintiff's

rights by the Defendants using the color of their office to wrongfully obtain information, to direct City personnel to carry out unauthorized actions on their behalf, and to otherwise deliberating in private on matters of policy.

(B) the issuance of a special injunction to remain in effect until a full hearing and for preliminary and permanent injunctive relief, requiring the Defendants to serve on Plaintiff's Counsel within ten (10) days after the date of the entry of any injunction, a report indicating that they have complied and will continue to comply with the injunction.

(C) that Plaintiff be entitled to be made whole by the Defendants for any losses or damages caused by the Defendants breach of Plaintiff's rights, including reasonable attorneys' fees, costs, and the expenses of litigation incurred by the Plaintiff.

(D) Such other relief as this Court shall deem appropriate.

## COUNT II:

### VIOLATION OF THE PENNSYLVANIA SUNSHINE ACT

48. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if the same were set forth fully herein.

49. As elected officials, the Defendants are bound by the provisions of the Pennsylvania Sunshine Act, as codified at 65 Pacs §701-716.

50. On information and belief, the Plaintiff avers that the Defendants have jointly and severally engaged in the following violations of said Act.

(A) They have held meetings without public notice;

(B) They have had deliberations by a quorum of the members at a meeting which was not "open" in violation of 65 Pacs §704;

(C) They have not recorded the votes of members in violation of 65 Pacs§705;

- (D) They have not taken minutes of their meetings in violation of 65 Pacs§706;
- (E) They have held improper Executive Sessions in violation of 65 Pacs§708;
- (F) They have not allowed public participation in violation of 65 Pacs§710.1.

51. Pursuant to 65 Pacs §713, Plaintiff avers that all action which arises out of said meeting or meetings is void and of no effect. This challenge is being filed within thirty (30) days of Plaintiff's discovery that such action may have occurred.

52. Plaintiff requests that it be awarded attorneys fees and costs of litigation pursuant to 65 Pacs §714.1 of the Act.

53. As a direct and proximate result of said conduct, Lamar has suffered and will continue to suffer, irreparable harm and injury, including, but not limited to, impairment of its permits, impairment of its vested rights, damage to its reputation, and the benefit of its bargain.

54. Said actions, if not enjoined, will also have the potential of continuing to allow such irreparable harm to continue to the Plaintiff.

55. Greater injury will be inflicted on the Plaintiff by the denial of the requested relief than will be experienced by the Defendants by the granting of such relief.

WHEREFORE, Lamar respectfully requests the following relief:

(A) the issuance of a special injunction to remain in effect until a full hearing, and for preliminary and permanent injunctive relief, enjoining the Defendants from engaging in such conduct which may be in violation of the Pennsylvania Sunshine Act, as codified at 65 Pacs§701-716.

(B) the issuance of a special injunction to remain in effect until a full hearing and for preliminary and permanent injunctive relief, requiring the Defendants to serve on Plaintiff's Counsel within ten (10) days after the date of the entry of any injunction, a report indicating that they have complied and will continue to comply with the injunction.

(C) that Plaintiff be entitled to be made whole by the Defendants for any losses or damages caused by the Defendants breach of Plaintiff's rights, including reasonable attorneys' fees, costs, and the expenses of litigation incurred by the Plaintiff as set forth in 65 Pacs §714.1.

(D) Such other relief as this Court shall deem appropriate.

### COUNT III:

#### INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

56. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if the same were set forth fully herein.

57. The Defendants knew or should have known of the contractual relationship between the PPA and the Plaintiff.

58. Specifically, the Defendants knew or should have known the terms of such relationship, and that the Plaintiff would be required to spend significant funds based on said contractual relationship.

59. Nevertheless, Defendants unreasonably and intentionally interfered with said relationship, by, under the color of office, demanding such documents, details and information from the PPA and other public officials, which said Defendants would otherwise not have been able to obtain.

60. Additionally, Defendants Shields, Peduto, Kraus and Burgess used the color of office to demand that the City Zoning Office be opened after hours so that they could file their untimely protest appeal.

61. The acts taken by the Defendants were intentional, without privilege or justification.

62. The Defendants are not a party to the Agreements.

63. The Defendants have unreasonably, wrongfully and without justification interfered with Plaintiff's agreements.

64. As a direct and proximate result of said conduct, Lamar has suffered and will continue to suffer, irreparable harm and injury, including, but not limited to, impairment of its permits, impairment of its vested rights, damage to its reputation, and the benefit of its bargain.

65. Said actions, if not enjoined, will also have the potential of continuing to allow such irreparable harm to continue to the Plaintiff.

66. Greater injury will be inflicted on the Plaintiff by the denial of the requested relief than will be experienced by the Defendants by the granting of such relief.

WHEREFORE, Lamar respectfully requests the following relief:

(A) the issuance of a special injunction to remain in effect until a full hearing, and for preliminary and permanent injunctive relief, enjoining the Defendants from engaging in such conduct as set forth herein.

(B) the issuance of a special injunction to remain in effect until a full hearing and for preliminary and permanent injunctive relief, requiring the Defendants to serve on Plaintiff's Counsel within ten (10) days after the date of the entry of any injunction, a report indicating that they have complied and will continue to comply with the injunction.

(C) that Plaintiff be entitled to be made whole by the Defendants for any losses or damages caused by the Defendants breach of Plaintiff's rights, including reasonable attorneys' fees, costs, and the expenses of litigation incurred by the Plaintiff.

(D) Such other relief as this Court shall deem appropriate.

Respectfully Submitted,

GOLDBERG, KAMIN & GARVIN

By: 

SAMUEL P. KAMIN, ESQUIRE  
PA.I.D.#00707

JONATHAN M. KAMIN, ESQUIRE  
PA.I.D. #81958

GOLDBERG, KAMI & GAVIN  
1806 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219-6101  
(412) 281-1119

Attorneys for Plaintiffs,



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") made this 21<sup>st</sup> day of December, 2007, by and between PUBLIC PARKING AUTHORITY OF PITTSBURGH, a body corporate and politic organized and existing under the Parking Authority Law of June 5, 1947, P.L. 458, as amended and supplemented (the "Licensor"), and LAMAR ADVANTAGE GP, LLC, a Delaware Limited Liability Company, (the "Licensee", together with Licensor, the "Parties").

### 1. LICENSE OF PREMISES:

Subject to the terms set forth herein, including without limitation, Licensor's prior approval of Licensee's plans and specifications as set forth on Exhibit A attached hereto ("Licensee's Plans"), Licensor hereby grants a non-exclusive license to Licensee for those certain portions of Licensor's building (the "Building") as shown on the drawing attached hereto as Exhibit B (the "Premises") located on Licensor's land on the corner of Liberty Avenue and 11<sup>th</sup> Street, in the 2nd Ward of the City of Pittsburgh, Pennsylvania (the "Property"). Licensee's Plans include the construction and erection of two (2) outdoor advertising display faces which utilize L.E.D. or its successor technologies having approximate dimensions as follows: (1) one (1) L.E.D. advertising display face having a dimension of sixty (60) feet by twenty (20) feet (the "Large Display"); and (2) one (1) L.E.D. advertising display face having a dimension of four (4) feet in height to extend from trestle to trestle for an approximate length of four hundred (400) feet which shall have the ability to display both graphic and written messages (the "Ticker" and together with the Large Display, the "Displays"). The Displays are further described and shown on the drawing attached hereto as Exhibit C.

Notwithstanding the foregoing, upon the execution of this License, Licensee shall use good faith efforts to obtain the Permits, as hereinafter defined. Notwithstanding anything to the contrary contained herein, Licensee shall obtain the Large Display Permits on or prior to December 21, 2007 and the Ticker Permits on or prior to the date that is two (2) weeks prior to the Opening and the failure of Licensee to obtain the Permits pursuant to the foregoing timeframe shall be a Licensee Default hereunder. Upon the receipt of the Permits for the Large Display, Licensee shall have the right to erect a vinyl sign (the "Interim Sign") displaying off-premise advertising, as approved by Licensor in its sole discretion, on the Premises in lieu of the Large Display. Licensee shall have the right to maintain the Interim Sign on the Premises until the date that is two (2) weeks prior to the grand opening of the Property (the "Opening"), upon which date the Large Display shall be installed on the Premises and be fully functional (hereinafter referred to as "Interim Term"). Should Licensee be delayed in obtaining the Large Display Permits due to the processes involved in the permitting process ("Permit Delay"), then Licensor shall have the following options: (a) this License shall be terminated and the parties shall have no further obligation hereunder except for those that expressly survive the expiration or sooner termination of this License, including the Licensee's obligation to reimburse Licensor as set forth in Section 2 herein; or (b) this License shall continue in full force and effect and Licensee shall have the right to continue to maintain the Interim Sign on the Premises until the conclusion of the Permit Delay, however, the Interim Sign be removed from the Premises at least two (2) weeks prior to the Opening. Should Licensee successfully overcome any Permit Delay, then Licensee shall replace the Interim Sign with the Large Display within ten (10) days of the conclusion of such Permit Delay. The Parties agree that the rental paid by Licensee for the

Interim Term, as set forth herein, shall be \$1.00 per month and that the date that the Interim Term expires shall be the "**Commencement Date**".

2. TERM:

(A) Unless extended or sooner terminated, and notwithstanding the foregoing, this License shall continue in force during a period beginning on the date hereof (the "**Effective Date**") and continuing for twenty-nine (29) years and eleven (11) months (the "**Initial Term**") thereafter. Should Licensee be unable to obtain the Permits or if Licensee shall be unable to overcome a Permit Delay, and therefore be unable to install or operate the Displays on the date that is at least two (2) weeks prior to the Opening, then the Term of this License shall not commence and neither party shall have any further obligation to the other, except that Licensee shall reimburse Licensor for any and all of Licensor's costs of (x) preparing the Building for the Displays, (y) returning the Building to the condition specified in Section 18 herein, and (z) entering into and negotiating this License, including but not limited to reasonable attorneys' fees.

(B) As long as no Licensee Default (as hereinafter defined) exists, the Parties shall have the right to enter into two (2) successive renewal options of ten (10) years each (the "**First Option Term**" and the "**Second Option Term**", respectively, and collectively the "**Option Terms**" and together with the Initial Term, the "**Term**" or "**Terms**") on terms that are mutually agreeable to the Parties.

3. LICENSE FEE: ADVERTISING REVENUES:

(A) From and after the Commencement Date, Licensee shall pay to Licensor at an address designated by Licensor, without demand, deduction or offset, an annual license fee in the amount of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) (the "**License Fee**") payable in equal monthly installments on or before the first day of each calendar month ("**Monthly License Fee**"). The Monthly License Fee shall be Three Thousand and No/100 Dollars (\$3,000.00) for the first ten years of the Initial Term. Commencing on each of the eleventh (11th), sixteenth (16th), twenty-first (21st) and twenty-sixth (26th) anniversary of the Commencement Date the Annual License Fee shall increase by ten percent (10%), as set forth on the schedule attached hereto as Exhibit D. If the Commencement Date shall be any day other than the first day of any month, Licensee and Licensor agree to adjust the Monthly License Fee and any Additional Monetary Obligations (as hereinafter defined) for the first (1st) month of the Initial Term proportionately based on the number of days of the month in which the Commencement Date occurs.

(B) Licensee shall be responsible for selling sponsorships for the Ticker (the "**Ticker Sponsorships**"). The Ticker Sponsorships shall be subject to Licensor's approval as set forth in Section 7(D). Licensee shall pay Licensor fifteen percent (15%) of the net sales (which shall be the actual funds received by Licensee less agency fees and/or commissions) from the Ticker Sponsorships (the "**Ticker Sales**"). The Ticker Sales shall be paid quarterly together with documentation verifying the Ticker Sales. Licensee shall annually provide to Licensor a copy of Licensee's Financial Statements, as hereinafter defined. The Ticker Sales shall be considered Additional Monetary Obligations hereunder, as hereinafter defined.

(C) Licensee shall be responsible for procuring all advertisement contracts for the Large Display (the "**Large Display Advertisements**") which shall be subject to the content guidelines agreed to by Licenser and Licensee, which are attached hereto as Exhibit E and are incorporated by reference herein. Licensee shall be entitled to the revenues associated therewith.

(D) Within seventy-five days after the end of each of Licensee's fiscal years, Licensee shall provide Licenser with a list of all Large Display Advertisements and Ticker Sponsorships together with (i) a statement of revenues and expenses pertaining to the Large Display, (ii) a statement of revenues and expenses pertaining to the Ticker and (iii) a consolidated statement of revenues and expenses for the Large Display and Ticker (collectively, the "**Financial Statements**"). The Financial Statements shall be prepared using generally accepted accounting principles ("**GAAP**").

(E) Within seventy-five days after the end of each of Licensee's fiscal years, Licensee shall provide Licenser with a consolidated statement of net assets and statements of revenues, expenses and changes in net assets, prepared using GAAP related to the Ticker, which statement shall be certified by Licensee's authorized representative who is normally used in providing such certifications.

(F) At any time during the Term, Licenser shall have the right, after twenty (20) days' written notice to Licensee, to audit Licensee's books and records pertaining to the Displays for any or all of the preceding seven (7) years at Licenser's sole cost and expense. In the event Licenser's audit reveals that the Ticker Sales are more than previously reported to Licenser by five percent (5%) then Licensee shall, within five (5) days written notice, pay to Licenser one-hundred and fifteen percent (115%) of such discrepancy together with the costs and expenses incurred by Licenser for such audit.

4. SECURITY DEPOSIT: Intentionally Omitted.

5. ADDITIONAL MONETARY OBLIGATIONS:

Any amount required to be paid by Licensee hereunder, in addition to the Annual License Fee, and any charges or expenses incurred by Licenser on behalf of Licensee under the terms of this License shall be considered "**Additional Monetary Obligations**" payable in the same manner and upon the same terms and conditions as the Annual License Fee reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Licensee to pay such Additional Monetary Obligations when and as the same shall become due shall entitle Licenser to the remedies available to Licenser for non-payment of the Annual License Fee.

6. LATE CHARGES:

In the event that any payment of the Annual License Fee, Additional Monetary Obligations or any other payment required to be made by Licensee hereunder shall not be paid within ten (10) days of when due, Licenser may assess a late payment charge of ten (10%) percent of the amount due. Interest will begin to accrue on late payments thirty (30) days following the due date at a rate equal to the then-current prime rate announced from time to time

as the prime rate of the PNC Bank ("PNC") or any successor rate thereto (which shall be the interest rate announced by PNC from time to time as its "**Prime Rate**") plus three percent (3%), but in no event shall such rate be in excess of the maximum lawful rate of interest allowable by law. Said late payment charge and interest shall be treated as Additional Monetary Obligations hereunder.

7. ACCESS; USE OF PREMISES; OPERATIONS:

(A) Subject to the terms and conditions set forth herein, Licensee's non-exclusive license shall include access to the Premises for the construction, installation, maintenance, repair, connection, disconnection, operation, replacement and removal of the Displays and Licensee shall not use the same for any other purpose. Provided no Licensee Default exists, Licensee shall have the right to continuously operate the Displays and shall be responsible for the programming and operation of the Displays. Upon prior notice to Licensor (except in the case of an emergency under such circumstances prior notice will not be required), Licensee, and Licensee's Authorized Personnel, as hereinafter defined, shall be granted access to the Premises and, if necessary, the Building in areas designated by Licensor, during reasonable times as specified by Licensor for the purpose of installing, examining, maintaining, repairing, and/or inspecting the Displays. Licensor shall have the right to have a representative present during any such access by Licensee. Licensee shall exercise the foregoing rights in such a manner that shall not interfere with Licensor's construction, business, and patrons' use and enjoyment of the Building and/or the Premises. "**Authorized Personnel**" shall mean only authorized employees, engineers, technicians or properly authorized Contractors (as hereinafter defined) of Licensee.

(B) Licensor agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by Licensor within five-hundred (500) feet of the Displays. Licensor agrees that Licensor shall not erect any structure or create an obstruction which would materially impair the view of the Displays from either 11<sup>th</sup> Street, Grant Street or Liberty Avenue.

(C) Except as otherwise set forth herein, upon Licensee's completion and installation of the Ticker, Licensor shall have control and use of the Ticker for Licensor's advertisements and public service announcements including but not limited to news headlines, time, date, temperature, stock market and events relating to Licensor and/or the David L. Lawrence Convention Center. Licensor shall submit Licensor's content for display in the Ticker to Licensee and Licensee shall arrange for such content to be displayed on the Ticker within three (3) days of such submission.

(D) Licensee shall submit to Licensor all content that Licensee proposes to show on the Large Display and Ticker, including but not limited to the Large Display Advertisements and Ticker Advertisements. Licensee agrees that no content relating to the issues set forth on Exhibit E shall be displayed on the Displays. In the event that Licensee displays content that violates the restrictions set forth on Exhibit E, Licensor shall so notify Licensee in writing and Licensee shall have five (5) business days to remedy such condition. The failure of Licensee to remedy such violation within the afore-mentioned five (5) day time period shall constitute a Licensee Default hereunder.

(E) Licensee shall have at least three (3) rotating advertisements or other programmed content on the Large Display that shall be displayed twenty-four (24) hours a day, seven (7) days a week. In the event Licensee does not maintain the foregoing operation and programming, in whole or in part, for more than three (3) days, the foregoing shall be considered a Licensee Default hereunder, unless such failure is due to a mechanical or maintenance issue that takes longer than three (3) days to repair and Licensee has commenced a good faith repair of such condition and is actively pursuing such repair, but in no event shall such timeframe be extended past fifteen (15) days.

(F) Notwithstanding anything to the contrary conducted herein, Licensor shall have exclusive use of at least five (5) out of six (6) advertising slots to be displayed on the Large Display for the first (1st) week that the Property opens for business. Licensor shall provide Licensee with the content to be shown on the Large Display at least three (3) days in advance of such opening for Licensee to prepare on the Large Display.

8. FABRICATION; INSTALLATION:

(A) Licensee shall be responsible for all costs related to the Displays, including all costs incurred by Licensor, including but not limited to fabrication, installation, construction (including change orders), architectural and engineering fees and legal costs and fees (the "Costs"). Licensee shall submit copies of all invoices pertaining to the Costs within five (5) days of Licensee's receipt of such invoices.

(B) Licensor acknowledges that the Licensee will have to make certain alterations to the Building in accordance with Licensee's Plans in order to allow for the Displays to be properly installed and erected on the Premises (the "Installation"). Licensee shall, prior to the Installation or the preparation thereof, provide Licensor with Licensee's Plans for Licensor's review and approval, which shall be in Licensor's commercially reasonable discretion, and may be withheld due to the fact that the Licensee's Plans negatively affect (i) the aesthetics of the Building, (ii) the Building's systems, (iii) the structural integrity of the Building or (iv) Licensor's ability to operate the Building. Licensor shall review Licensee's Plans and shall provide Licensee with any revisions within ten (10) days of Licensor's receipt of Licensee's Plans. Licensee shall make such changes to the Licensee's Plans within five (5) days of Licensee's receipt of Licensor's requested changes. Licensee shall then submit the revised Licensee's Plans to Licensor for Licensor's final review and approval, which shall be completed within five (5) days of Licensor's receipt of the revised Licensee's Plans. Licensor's final approval of Licensee's Plans shall be granted in Licensor's sole discretion. Licensee shall complete the Installation in accordance with the terms and conditions set forth in Section 9 below.

(C) After Licensee has completed the Installation and provided written notice of such completion to Licensor, Licensor shall, at Licensee's cost and expense, inspect the Installation within fifteen (15) days and either (i) approve the Installation or (ii) provide Licensee in writing a "punch list" setting forth those items which are not in compliance with Licensee's Plans or otherwise unacceptable to Licensor. Licensee shall have a reasonable time not to exceed thirty (30) days to remedy such items contained on the "punch list". In the event Licensee does not remedy the punch list within such thirty (30) day period, Licensor shall have the right to remedy

such items and Licensee shall pay Licensor such amounts expended by Licensor within ten (10) days after written demand by Licensor, which shall include an accounting of all costs expended by Licensor. At all times throughout the Term, the Displays shall be air and water tight. Except as expressly set forth herein, the Parties further agree that the Displays shall remain as the personal property of Licensee and shall not become part of the Building or the property of Licensor.

9. ALTERATIONS; MAINTENANCE:

(A) Licensee shall maintain the operation and appearance of the Displays in a first-class condition and in accordance with customary industry standards throughout the Term of this License and shall, at Licensee's sole cost and expense, make all repairs, replacements or updates to the Displays, including but not limited to conditions necessitating repairs, replacements or updates caused by obsolescence, normal wear and tear, casualty or otherwise. Licensee's foregoing responsibilities shall also be completed upon Licensor's reasonable request. Licensee shall make no alteration, addition, erection or improvement to the Premises or the Building (collectively, "**Alterations**") without the prior written consent of Licensor in each instance; which consent shall be in Licensor's sole discretion. All Alterations shall be performed in accordance with all applicable laws and requirements of public authorities, and with all applicable requirements of insurance bodies, and in good and workmanlike manner. Licensee shall be responsible for any damage Licensee or its Authorized Personnel causes to the Premises or the Building in the course of Licensee's repairs or other activities at the Premises or the Building. Prior to Licensee performing the Installation, Alterations, construction or any other work on or about the Premises and/or Building for which a lien could be filed against the Premises and/or the Building, Licensee shall enter into a written contract ("**Construction Contract**") with the contractor who is to perform such work, or materialman providing materials (each a "**Contractor**"), requiring that Contractor deliver to Licensee and Licensor, as a condition to Contractor's receipt of any payment under the Contract, current unconditional lien waivers from Contractor and all subcontractors, sub-subcontractors and materialmen (as appropriate) for any prior payment and current conditional lien waivers from Contractor and all subcontractors, sub-subcontractors and materialmen for the payments to be paid in connection with such current payment to the Contractor. In addition, Contractor shall, at the request of Licensor or Licensee, to verify in an affidavit in a form approved by Licensor that all labor and materials furnished by Contractor, including all applicable taxes, have been paid by it up to the date of such requested affidavit. Notwithstanding the foregoing, if the mechanics' or other lien shall be filed against the Premises and/or the Building purporting to be for labor or material furnished or to be furnished on behalf of Licensee, or for any other reason relating to the acts or omissions of Licensee, then Licensee shall at its expense, cause such lien to be discharged of record by payment, bond or otherwise within fifteen (15) days after the filing thereof. If Licensee shall fail to cause such lien to be discharged of record within the fifteen (15) day period, Licensor may cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and Licensee shall, upon demand, reimburse Licensor for all amounts paid and costs incurred in connection therewith including, without limitation, attorneys' fees and disbursements.

(B) Notwithstanding anything contained herein to the contrary, Licensee shall replace the Large Display ("New Display") in accordance with customary industry standards, including but not limited to the Large Display (i) becoming obsolete, (ii) existing in a state of constant disrepair; (iii) being unable to maintain acceptable resolution standards; or (iv) experiencing a non-reparable mechanical malfunction, all as in Licensor's commercially reasonable determination. Licensee shall deliver Licensee's plans and specifications for the New Display to Licensor for Licensor's approval, which shall be in Licensor's commercially reasonable discretion. Licensor shall notify Licensee of Licensor's approval of such plans within thirty (30) days of Licensor's receipt thereof. In the event Licensor notifies Licensee that Licensor disagrees with such plans, Licensee shall comply with any and all requests by Licensor in order for the plans to be satisfactory to Licensor. All terms and conditions of this License shall apply to the New Display(s). Licensee shall replace the Ticker on an as needed basis, as determined in Licensor's reasonable discretion.

10. COMPLIANCE WITH LAWS; PERMITS:

Licensee shall, at Licensee's expense, comply with all rules, regulations, requirements and ordinances existing or hereinafter enacted or imposed by any governmental authority having jurisdiction over the Premises applicable to Licensee's particular use of the Premises, including, without limitation, zoning ordinances, and Licensee, at Licensee's sole cost and expense, shall obtain all necessary governmental permits and certificates relative to the construction, installation, operation, zoning, inspection and maintenance of the Displays and all Alterations (the "Permits"). Applicable Permits shall be obtained by Licensee prior to the Installation or any subsequent Alterations and, except as otherwise required herein, all Permits shall remain as the sole and exclusive property of Licensee. Licensor hereby authorizes Licensee to make such applications that are necessary to acquire the Permits and Licensee shall copy Licensor on each Permit application. Licensee shall furnish copies of all Permits to Licensor within three (3) business days of Licensee's receipt of the same. In addition to Licensee's indemnification provisions set forth below, Licensee shall indemnify and hold Licensor harmless from any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Licensor in connection with or arising from any violation of the Permits or any applicable laws as a result of Licensee's use of the Premises, including but not limited to the erection, installation, operation and maintenance of the Displays. Licensee shall provide Licensor, upon request, written evidence reasonably satisfactory to Licensor that Licensee is in compliance with any and all governmental requirements. No review by Licensor shall be deemed a representation or warranty that Licensee's activities or installations are in compliance with such governmental requirements. Licensee acknowledges and agrees that Licensor has made no representations or warranties regarding the legality of Licensee's erection, installation, operation or maintenance of the Displays including but not limited to the legality of the Displays under applicable local zoning laws and/or ordinances.

11. UTILITIES; TAXES:

(A) Utilities. The Displays shall be separately metered for electric service and Licensee shall pay all utility charges for electricity, cable, or other services or utilities (the

"Utilities") used in support of the Displays and Licensee's operations on the Premises (collectively, the "Utility Charges"). Licensee shall pay the Utility Charges directly to the utility company or municipality furnishing the service before such Utility Charges shall become delinquent. In some cases, Licenser reserves the right to make payments of such Utilities directly to the utility company or municipality furnishing the service. If Licenser chooses to make these payments, then Licenser will submit an invoice to Licensee within thirty (30) days of Licenser's payment. Licensee shall fully reimburse Licenser for any payments which Licenser made on behalf of Licensee. The Utility Charges payments shall constitute Additional Monetary Obligations under this License. Furthermore, Licensee's failure to promptly pay such Additional Monetary Obligations, to either Licenser or the utility company, within ten (10) days of receipt of an invoice shall constitute a Licensee Default under this License. In the event of any interruption, suspension, surge or other condition relating to the Utilities, Licenser shall have no liability to Licensee associated therewith, including but not limited to, any injury or damage to persons or property.

(B) Taxes. Licensee shall also pay when due all real estate taxes and special assessments specifically levied against the Displays during the Term (the "Taxes"). Licensee's failure to promptly pay such Taxes, within five (5) days of the same being due, shall constitute a Licensee Default, as hereinafter defined. These payments shall constitute Additional Monetary Obligations under this License.

## 12. LICENSEE'S INSURANCE.

(A) Licensee, at its expense, shall maintain with insurers licensed to do business within the Commonwealth of Pennsylvania the following insurance coverages during the Term of this License:

(i) public liability and personal injury in amounts of coverage not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability, include broad form property damage and a blanket contractual liability endorsement;

(ii) property damage insurance with broad form coverage applicable to the Displays, Licensee's other property, if any, in and about the Premises in an amount equal to the full replacement cost thereof; and

(iii) Worker's Compensation insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000.00 in respect of any work on the Premises by employees of Licensee.

(B) Licensee shall require that all Contractors produce, prior to commencing any testing, installation, repair or maintenance work on the Premises, a certificate of insurance evidencing that the following insurances are maintained:

(i) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$3,000,000 combined single limit; and



(ii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000.

(C) Licensee shall submit evidence of the types and amounts of insurance maintained on the Premises to Licensors by providing certificates of insurance evidencing the coverages required under this License.

(D) The insurance policies maintained by Licensee shall name Licensors as an additional insured and loss payee, as appropriate.

(E) All insurance policies maintained by Licensee pursuant to this Paragraph shall provide that no cancellations thereof shall be effective until at least ten (10) days after receipt by Licensors and Licensors's mortgagee, if any, of written notice thereof.

(F) Each party hereby releases the other party (including the employees, agents, officers and directors of the other party) from all liability, whether for negligence or otherwise, in connection with loss covered by any fire and/or extended coverage insurance policies, which the releasing party carries with respect to the Premises, the Displays, the Building, or any interest or property therein or thereon (whether or not such insurance is required to be carried under this License); provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued.

13. INDEMNIFICATION AND LIABILITY:

Licensee shall neither hold nor attempt to hold Licensors or its employees, agents and contractors liable for, and Licensee shall indemnify, defend and hold harmless Licensors, its employees, agents and contractors from and against, and reimburse Licensors, its employees, agents and contractors for, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by any party, person or entity in connection with or arising from bodily injury or damage to tangible property caused by, attributable to or resulting from Licensee's acts or omissions, or the exercise of any privileges granted under this License, including but not limited to: (a) the negligent use or occupancy of the Displays, Premises and/or the Building by Licensee or any person claiming by, through or under Licensee, (b) any negligent activity, work or thing done or permitted by Licensee in, on, or about the Displays, Premises and/or the Building; or (c) any material breach, violation or non-performance by Licensee or its employees, agents or contractors of any term, covenant or provision of this License or any law, ordinance or governmental requirement applicable to the Displays, Premises and/or the Building. If any action or proceeding is brought against Licensors or its employees or agents by reason of any such claim for which Licensee has agreed to indemnify Licensors hereunder, upon written notice from Licensors, Licensee shall defend the same at Licensee's expense.

14. DEFAULT:

(A) The occurrence of any of the following shall constitute a default and breach of this License by Licensee (each a "Licensee Default"):

(i) A failure by Licensee to pay, within ten (10) days when due, any installment of Monthly License Fee, Additional Monetary Obligations or any other such sum herein required to be paid by Licensee;

(ii) A failure by Licensee to observe and perform any other material provision or covenant of this License to be observed or performed by Licensee, where such failure continues for twenty (20) days after written notice thereof from Licensors to Licensee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such twenty (20) day period, a failure by Licensee to commence such cure within said twenty (20) day period and thereafter diligently prosecute the same to completion; or

(iii) The making by Licensee of any assignment for the benefit of creditors; the adjudication that Licensee is bankrupt, insolvent or unable to pay its debts; the filing by or against Licensee of a petition to have Licensee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days after the filing thereof); the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License (unless possession is restored to Licensee within sixty (60) days after such an appointment); or the attachment, execution or levy against, or other judicial seizure of, the Displays and/or any other property of Licensee located in the Premises or of Licensee's interest in this License (unless the same is discharged within sixty (60) days after issuance thereof); or

(iv) Licensee fails to comply with Section 7(E) or otherwise abandons the Displays, either physically or otherwise and such failure remains uncured after ten (10) days written notice by Licensors.

#### 15. REMEDIES:

Upon the occurrence of a Licensee Default, which remains uncured as provided in Paragraph 14 above, Licensors shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(i) upon ten (10) days' notice to Licensee, declare to be immediately due and payable, on account of the Annual License Fee, Additional Monetary Obligations and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Licensee Default or other right to terminate this License), a sum equal to (y) all Annual License Fees, Additional Monetary Obligations and other charges, payments, costs and expenses due from Licensee to Licensors and in arrears at the time of the Licensee Default, plus (z) the present value of the Annual License Fees set forth in this License reserved for the then entire unexpired balance of the term of this License (taken without regard to any early termination of the term by virtue of an Licensee Default) computed by utilizing an interest rate equal to the prime rate of interest (set forth in Section 6) in effect at the time such computation is made, plus all other charges, payments, costs and expenses therein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Licensee Default.

(ii) whether or not Licensor has elected to recover the sums set forth in (i) above, terminate this License on at least ten (10) days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate, and Licensee shall thereupon quit and surrender possession of the Premises to Licensor in the condition elsewhere herein required and Licensee shall remain liable to Licensor as herein provided. In the event Licensee is required to and does not remove the Displays upon the expiration or sooner termination of this License, at Licensor's sole discretion, the Displays shall become Licensor's property, together with the right to obtain an assignment of the Permits, to do with as Licensor deems appropriate, including the sale or other disposition thereof, without any liability or payment therefor.

16. FIRE OR OTHER CASUALTY:

If the Building is damaged by fire or other casualty, Licensor, in its sole discretion, shall have the option to repair or rebuild the Building. In the event Licensor opts to undertake such repair, Licensee shall within sixty (60) days of the completion of Licensor's work, repair the Premises and the Displays with reasonable diligence by and at the expense of Licensee to the condition existing on the date of casualty. In the event Licensor opts not to repair or rebuild the Building, this License shall terminate as of the date of such casualty and this License shall be of no further force or effect. In the event the Displays or the Premises are damaged by fire or other casualty and the Building is not affected, Licensee shall within sixty (60) days, repair the Premises and Displays with reasonable diligence by and at the expense of Licensee to the condition existing on the date of such casualty. In the event Licensee does not comply with this Section 16, such failure shall be considered a Licensee Default and Licensor shall be entitled to all of Licensor's remedies hereunder.

17. CONDEMNATION:

(A) If the whole of Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose, under any statute or by right or eminent domain or transferred by agreement in-lieu-of condemnation is peacefully tendered to the public agency, then and in that event, the term of this License shall cease and terminate from the date of possession of Premises by such condemning authority, and Licensee shall have no claims against Licensor for the value of any unexpired term of said License. Provided however, that Licensee shall have the right to make a separate claim for all of its damages to which it is entitled under the law against the condemning authority. In the event that only a portion of the Premises be so taken, such that the Premises cannot reasonably be used the continued operation of the Displays, then either party, by written notice to the other, may terminate this License from the date of title vesting in such proceeding. In the event a portion only of the Premises be so taken, and the taking does not substantially interfere with the continued operation of the Displays, then Licensor may elect to repair and restore, at its own expense, the portion of the Premises not taken whereupon Licensee shall promptly restore the Displays to operating condition as required by this License and thereafter the Annual License Fee shall be reduced in an equitable manner to reflect the space no longer available for Licensee's use.

(B) In the event the Premises or any part thereof, shall be permanently taken or condemned or transferred by agreement in lieu of condemnation for any public or quasi-public use or purpose by any competent authority, whether or not this License shall be terminated, the entire compensation award for Licensor's fee interest in the Property shall belong to Licensor. Licensee shall execute all documents required to evidence such result. Licensee shall have the right to make a separate claim for damages for any damages to the Displays. Licensee shall also be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed at law for Licensee's relocation expenses, and for fixtures and other equipment and improvements installed by it and forming part of the Premises.

18. SURRENDER OF PREMISES:

Following any termination or expiration of this License, including by reason of a Licensee Default, at Licensor's option and upon written notice, Licensee shall remove the Displays. In performing such removal, Licensee shall rebuild and restore the Premises and the Building to as good a condition as they would be, had the installation or placement of the Displays not occurred, as such condition is depicted on the drawing attached hereto as Exhibit F. If Licensee fails to remove such Displays and/or commence the rebuild or restoration as described in the foregoing sentence within thirty (30) days after such expiration or earlier termination of this License, Licensor, in addition to all of Licensor's remedies for a Licensee Default set forth in Section 16 herein, may remove and, at Licensor's option, dispose of the Displays and Licensee shall reimburse Licensor for the costs of such removal and restoration and/or rebuild of the Premises and Building.

19. NON-RECOURSE:

Licensor's liability hereunder shall be limited to its interest in the Property and in no event shall Licensor, its affiliates or any entity owning an interest in Licensor have any liability hereunder. Provided however, that the Parties agree that any successor shall take title to the Building subject to this License.

20. ASSIGNMENT AND SUBLETTING:

Licensee may not, without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion, assign, transfer, sublicense, convey, mortgage, pledge, hypothecate or encumber Licensee's interest hereunder or grant any license or concession or other right to use the Premises or the Building. A public offering of Licensee's shares or a recapitalization of, reorganization of or sale of Licensee, whether direct or indirect, shall not require Licensor's consent or approval, so long as such surviving entity shall be comparable to Licensee, as Licensee exists as of the date hereof, in all material respects. Licensee shall reimburse Licensor for all of Licensor's reasonable costs and expenses, including, but not limited to, attorneys' fees and costs, incurred in connection with reviewing or approving any assignment requested by Licensee. Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building, and in such event and upon such transfer, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to such successor-in-interest of Licensor for the performance of such obligations.

21. SUBORDINATION AND ATTORNMENT:

(A) This License is subject and subordinate to any mortgage (including, without limitation, the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements or extensions thereof) in existence as of the first day after the Effective Date, or hereinafter made from time to time, affecting the Building or the Property (or any part thereof); provided that Licenser, shall use commercially reasonable efforts to obtain a non-disturbance agreement for Licensee, providing that so long as no Licensee Default exists under this License such mortgage holder shall not disturb Licensee in its possession of the Premises. Licensee shall execute, acknowledge and deliver to the holder of any such mortgage or instrument, within fifteen (15) days after written demand by Licenser, any documentation in a form reasonably acceptable to Licensee that may be reasonably required by such holder or by any such party for the purpose of evidencing the subordination of this License to such mortgages or to any renewals, modifications, consolidations, replacements or extensions thereof.

(B) If the holder of a mortgage or a purchaser of the Building and the Property at sheriff sale shall succeed to the rights of Licenser under this License, whether through possession or foreclosure action or delivery of a deed, then, at the request of a party so succeeding to Licenser's rights (herein sometimes called the "**Successor Licenser**"), Licensee shall attorn to and recognize such Successor Licenser as Licensee's Licenser under this License, and shall promptly execute and deliver any instrument with such form and content as shall be reasonably acceptable to Licensee that such Successor Licenser may reasonably request to evidence such attornment. Upon such attornment, this License shall continue in full force and effect as or as if it were a direct license between the Successor Licenser and Licensee, upon all of the terms, conditions and covenants as are set forth in this License and shall be applicable after such attornment.

(C) Licenser agrees to use reasonable efforts to secure from any mortgagee an agreement whereby the mortgagee agrees that, if the mortgagee or a purchaser of the Building and the Property at sheriff sale shall succeed to the rights of Licenser under this License, whether through possession or foreclosure action or delivery of a deed, Licensee's rights under this License will not be disturbed so long as no Licensee Default exists.

22. ESTOPPEL CERTIFICATES:

Licensee shall, at any time and from time to time within fifteen (15) days following written request from Licenser, execute, acknowledge and deliver to Licenser and/or any other person, firm or entity specified by Licenser ("**Recipient**") a statement certifying that this License is in full force and effect and unmodified (or, if modified, stating the nature of such modification), the date to which the Annual License Fee reserved hereunder has been paid, that the Licensee is in occupancy and that there are not, to Licensee's knowledge, any uncured defaults on the part of the Licenser hereunder, or specifying such defaults if any are claimed and any other matter reasonably requested by Licenser or the Recipient. Any such statement may be relied upon by Licenser, the Recipient and any prospective purchaser or mortgagee of all or any part of the Building or the Land.

23. WAIVER:

The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this License shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this License or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any rights or remedies or any part or parts of this License shall be a waiver or construed to be a waiver of any other rights or remedies of any other part or parts of this License or subsequent breach thereof.

24. QUIET ENJOYMENT:

If and so long as Licensee pays the Annual License Fee reserved hereunder and observes and performs all of the covenants, conditions and provisions on Licensee's part to be observed and performed hereunder, Licensee shall and may peaceably and quietly have, hold and enjoy the Premises for the entire term hereof, subject to all of the provisions of this License.

25. FORCE MAJEURE:

The provisions of this paragraph shall be applicable if there shall occur, during the term hereof, or any renewal or extension thereof, any strike, lockout, or labor dispute; inability to obtain labor or materials or reasonable substitutes therefore, or act of God, governmental restriction, regulation, or control, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty or other similar condition beyond the reasonable control of either party including, without limitation, fuel shortages. Excepting Licensee's payment of the Annual License Fee and Additional Monetary Obligations, if either party shall, as the result of such event, fail to punctually perform any obligation required hereunder, then such obligation shall be punctually performed as soon as practicable after such event shall abate. If either party shall, as a result of such event, be unable to exercise any right or option within any time limit provided therefore in this License, such time limit shall be deemed extended for a period equal to the duration of such event.

26. HOLDING OVER:

Licensee will have absolutely no right to continue to occupy the Premises following the expiration or sooner termination of this License without Licensor's prior written consent, which consent may be given or withheld at Licensor's sole option for any reason or no reason. No receipt of money by Licensor from Licensee after expiration or termination of this License shall reinstate or extend this License or affect any prior notice given by Licensor to Licensee. In the event that Licensee does holdover, then the Licensee shall pay to Licensor, as its monthly license fee, an amount equal to one-hundred and fifty percent the Annual License Fee, plus all other sums due hereunder.

27. BROKERAGE COMMISSIONS:

Licensor and Licensee hereby represent to each other that no real estate broker has been involved in this transaction on its behalf and that no fees or real estate commissions have been earned by any party. Licensee hereby agrees to indemnify Licensor and Licensor hereby agrees to indemnify Licensee for any liability or claims for commissions or fees arising from a breach of this representation.

28. ENVIRONMENTAL COMPLIANCE:

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Premises or the Building in violation of any Environmental Law or regulation.

29. MERGER OF ESTATES.

This instrument grants a license, not a lease. The voluntary or other surrender of this License by Licensee or a mutual cancellation thereof, shall not constitute a merger of the license and fee estates; and upon such surrender or cancellation of this License, Licensor shall have the option, in Licensor's sole discretion, and if applicable to (i) either terminate all or any existing sublicenses, or (ii) assume Licensee's interest in any or all sublicenses.

30. SUCCESSORS:

The respective rights and obligations provided in this License shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns; provided, however, that no rights shall inure to the benefit of any successor Licensee, unless otherwise permitted pursuant to Section 20 hereof.

31. GOVERNING LAW:

This License shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

32. SEPARABILITY:

If any provisions of this License shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

33. CAPTIONS:

Marginal captions and titles to this License are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope of intent of the various provisions of this License.

34. NOTICES/PAYMENTS:

All notices required or permitted hereunder shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested or by a recognized overnight courier service, addressed to the Licenser or Licensee, as the case may be, as follows:

If to Licensee: Stan Geier, General Manager

LAMAR ADVANTAGE GP COMPANY  
2610 Fifth Avenue  
Pittsburgh, PA 15213

With copy to: Jonathan M. Kamin, Esquire

Goldberg, Kamin and Garvin  
1806 Frick Building  
Pittsburgh, PA 15219

If to Licenser: David Onorato, Executive Director

Pittsburgh Parking Authority  
232 Boulevard of the Allies  
Pittsburgh, PA 15222

With copy to: Jacqui Fiske Lazo, Esquire

Buchanan, Ingersoll & Rooney, PC  
20th Floor, One Oxford Centre  
Pittsburgh, PA 15219

Either party may change its address by written notice so given to the other. Notice shall be deemed given three (3) business days after mailed when mailed and the next business day after delivery to overnight courier service, except that a notice of change of address shall be deemed effective when received.

35. RECORDATION:

Licensee shall not record this License or a memorandum hereof without the prior written consent of Licenser.

36. EXECUTION:

This License shall become effective when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party. This License may be executed simultaneously in counterparts, each of which shall be deemed original and it shall not



be necessary in making proof of this License to produce or account for more than one such counterpart.

37. ENTIRE AGREEMENT:

This License, including the exhibits hereto, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective successors in interest.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

**LICENSOR:**

**ATTEST:**

Anthony Boule

**PUBLIC PARKING AUTHORITY OF  
PITTSBURGH**

By: David Orsato

Name: David Orsato

Title: Executive Director

**LICENSEE:**

**ATTEST:**

Jon A. Vlcek

**LAMAR ADVANTAGE GP COMPANY**

By: Stan Geier

Name: STAN GEIER

Title: VICE PRESIDENT

**EXHIBIT A**

**LICENSEE'S PLANS AND SPECIFICATIONS**

**TO BE PROVIDED**

**EXHIBIT A - 1**

**EXHIBIT B**  
**PREMISES DRAWING**  
**TO BE PROVIDED**

EXHIBIT B - 1

**EXHIBIT C**

**DISPLAYS**

**TO BE PROVIDED**

**EXHIBIT C - 1**

PGH1\_GENERAL-#4138150-v15-License\_Agreement\_for\_LED\_Billboard\_Lease\_for\_Greyhound\_Bus\_Terminal -  
\_Pittsburgh\_Public\_Parking\_Authority\_DOC

**EXHIBIT D**

**SCHEDULE OF ANNUAL LICENSE FEE**

	<b>Monthly License Fee</b>	<b>Annual License Fee</b>
<b>Years 1-10</b>	\$3,000.00	\$36,000.00
<b>Years 11-15</b>	\$3,300.00	\$39,600.00
<b>Years 16-20</b>	\$3,630.00	\$43,560.00
<b>Years 21-25</b>	\$3,993.00	\$47,916.00
<b>Years 26-29, 11 months</b>	\$4,392.30	\$52,707.60

## EXHIBIT E

### CONTENT RESTRICTIONS

- Immoral or indecent acts;
- Nudity;
- Violence;
- Tobacco products
- Politically sensitive issues;
- Illegal acts;
- Firearms; and
- Any other content reasonably deemed by Licensor to violate community standards of decency or damage Licensor's reputation, all in Licensor's sole discretion.

EXHIBIT E - 1

**EXHIBIT F**

**DEPICTION OF PREMISES WITHOUT DISPLAYS**

**TO BE PROVIDED**

**EXHIBIT F - 1**



55 11TH ST  
Ed McAllister at 255-8904  
Ward: 2

**CITY OF PITTSBURGH**  
**BUREAU OF BUILDING INSPECTION**  
Luke Ravenstahl - Mayor

**SIGN PERMIT 07-08817**

**JOB ADDRESS: 55 11TH ST PITT**

Location: VARIOUS MESSAGES  
Description: ONE LED ADVERTISING SIGN, 20FT. ON WESTERLY CORNER  
Owner: PUBLIC PARKING AUTHORITY OF PITTSBURGH  
Contractor: LAMAR OUTDOOR ADVERTISING 412-681-8311

**NOTICE:** A final inspection and, when applicable, a foundation inspection are required.  
Failure to call in for required inspections may result in suspension of license.  
Call inspector Ed McAllister at 255-8904. Approved by: JSJ.

**DETAIL**

Estimated Cost of Sign: \$5,000.00  
Signs Repaired or Altered: 0  
Christmas or Seasonal?: N

I.D.# if Billboard: 1, Electrical Permit Required? Y, Plans Attached? Y

**NEW SIGNS Area (sq. ft.)**

New Sign #1: 1200  
New Sign #2: 0  
New Sign #3: 0  
New Sign #4: 0

**FEE SUMMARY**

New Sign Fee.....	\$1,728.00
Rep./Alt. Fee.....	\$0.00
Seasonal.....	\$0.00
Other Fee.....	\$0.00
Plan Fee.....	\$0.00
Penalty Fee.....	\$0.00
SETF.....	\$4.00
Occupancy Fee.....	\$40.00
<u>Zoning Filing Fee..</u>	<u>\$0.00</u>
<b>Total Fees.....</b>	<b>\$1,772.00</b>

RECEIPT 12/19/07

CITY OF PITTSBURGH  
BUREAU OF BUILDING INSPECTION

Occupancy Applic.	1	\$40.00
SETF Fee	1	\$4.00
Sign Permit	1	\$1,728.00
<b>Total:</b>		<b>\$1,772.00</b>

Project Number: 200704126

**EXHIBIT**

**"B"**

**Tymoczko, Susan**

---

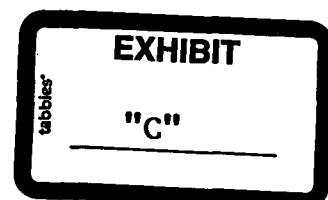
**From:** Klingensmith, Cleda  
**Sent:** Friday, March 14, 2008 5:11 PM  
**To:** Tymoczko, Susan  
**Subject:** ZBA Case 63 of 2008

Susan:

As you know, Council President Doug Shields and Councilmen Bill Peduto, Ricky Burgess, and Bruce Kraus filed a protest appeal application with this office on Wednesday, March 12, 2008 wishing to add their support to ZBA Case 63 of 2008 filed several days earlier by Councilman Dowd. I was asked to witness and notarize their signatures at 4:30 pm.

***Cleda Klingensmith***  
*Zoning Case Review Specialist*  
*3rd Floor - 200 Ross Street*  
*Pittsburgh, PA 15219*  
*412-255-2231*  
*412-255-2838 Fax*

03/14/2008



**Tymoczko, Susan**

---

**From:** Schubert, Brendan  
**Sent:** Friday, March 14, 2008 10:50 AM  
**To:** Tymoczko, Susan  
**Subject:** re:Council's Appeal

Susan,

I just wanted to let you know that I accepted an application to join Councilman Patrick Dowd's protest appeal from Council President Doug Shields, Councilman Bill Peduto, Councilman Bruce Kraus and Councilman Rev. Ricky Burgess at 4:15pm on Wednesday March 12, 2008.

Thanks,

**Brendan Rodgers Schubert**  
**Zoning Code Administrative Officer**  
**City of Pittsburgh**  
**Department of Zoning**  
**Civic Building 200 Ross Street**  
**Pittsburgh, PA 15220**  
**(412) 255-2214 (phone)**  
**(412) 255-2838 (fax)**  
**[brendan.schubert@city.pittsburgh.pa.us](mailto:brendan.schubert@city.pittsburgh.pa.us)**

## WARD MCGOUGH, LLC

ATTORNEYS AT LAW

SUITE 2312

KOPPERS BUILDING

436 SEVENTH AVENUE

PITTSBURGH, PA 15219

PHONE: 412-395-1245 • FAX: 412-395-1246

April 4, 2008

Jonathan M. Kamin, Esquire  
Goldberg Kamin and Garvin  
1806 Frick Building  
Pittsburgh, PA 15219

Re: *"Subpoenas" and Notices of Deposition Served on Pittsburgh City Council  
President Doug Shields and Council Members Bill Peduto, Bruce Kraus and  
Rev. Ricky Burgess*

Dear Mr. Kamin:

This office represents the four above-named elected officials, members of Pittsburgh City Council. Yesterday afternoon they received several documents purporting to be "subpocnas" and deposition notices pertaining to the Grant Street Transportation Center or Lamar Advertising Company.

~~The purported subpoenas and deposition notices are not valid. Therefore, my clients do not intend to comply with them. Only a member of the Zoning Board of Adjustment ("ZBA") is authorized to issue subpoenas. The ZBA's Bylaws do not include the power to subpoena documents or to compel attendance at a deposition. Given the invalidity of the subpoenas and notices, I decline at this point to assert appropriate objections, including overbreadth and relevance, or to assert privileges, including those unique to elected officials.~~

Please be advised that if Lamar persists with this tactic, my clients will pursue all available remedies to protect the public's absolute right to due process and equal protection as guaranteed by the Zoning Code. Those remedies will include the use of valid subpoena power to obtain Lamar Advertising Co.'s records (including but not limited to, "correspondence, notes, letters, documents, receipts, emails, text messages, voice mails, cell phone records and calendars") pertaining to the Grant Street Transportation Center.

Please contact me with any comments or questions about this matter.

Very truly yours,

  
Hugh F. McGough

cc: Doug Shields, Council President  
Bill Peduto, Councilman  
Bruce Kraus, Councilman  
Ricky Burgess, Councilman  
William F. Ward, Esquire

EXHIBIT

"D"

LAW OFFICES OF PATRICIA L. McGRAIL, LLC  
1714 LINCOLN WAY • WHITE OAK, PA 15131  
PHONE (412) 664-4433  
FACSIMILE (412) 664-4525  
EMAIL pmcgrail@plmoffice.com

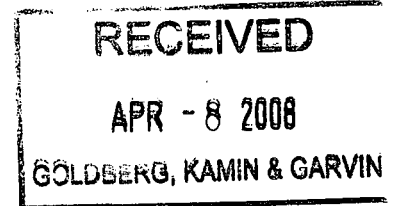
PATRICIA L. McGRAIL, ESQUIRE  
ISOBEL STORCH, ESQUIRE

REBECCA SHAW McHOLME, ESQUIRE  
OF COUNSEL

April 7, 2008

*Via facsimile to 412-255-2561 and U.S. Mail*

Cleda Klingensmith  
Zoning Case Review Specialist  
City of Pittsburgh  
3<sup>rd</sup> Floor – 200 Ross Street  
Pittsburgh, PA 15219



RE: Appeal of Zoning Case No. 200704126  
Our File No. 900.106

Dear Ms. Klingensmith:

Please be advised that this office represents Patrick Dowd in the appeal filed on March 12, 2008 in Zoning Case No. 200704126.

On this date, I received a copy of correspondence to you from Samuel P. Kamin requesting a ninety day extension of the zoning hearing scheduled for April 10, 2008. A representative of my office had contacted Zoning Administrator Susan Tymoczko on Friday, April 4, 2008 to request that the hearing scheduled for 10:00 a.m. be moved to later in the day and was denied that request on the basis of procedure. My office was informed that a party requesting a continuance in a zoning matter must appear at the time of the scheduled hearing and make the request to the Zoning Hearing Board. As a result, Mr. Kamin's request is out of order and must be made at the time of the hearing on April 10, 2008.

Please consider this correspondence as a formal objection to the request by Mr. Kamin for a ninety day continuance "for the purpose of allowing us to develop the information necessary to establish an appropriate record." On this date, I am also in receipt of a Subpoena to Produce Documents or Things for Discovery directed to Patrick Dowd. This subpoena, as well as the request for Mr. Dowd's deposition, has been made pursuant to subpoenas not issued by the Zoning Board of Adjustment of the City of Pittsburgh. Consequently, these requests for discovery are without authority in a matter which is under the jurisdiction of the Zoning Board of Adjustment of the City of Pittsburgh. If my understanding is correct that your office did not issue the subpoenas nor did not authorize the Notice of Deposition/Subpoena Duces Tacem and Subpoena to Produce Documents and Things for Discovery, please advise immediately. In that case, I will file a Motion for a Protective Order or Motion to Quash in the Court of Common

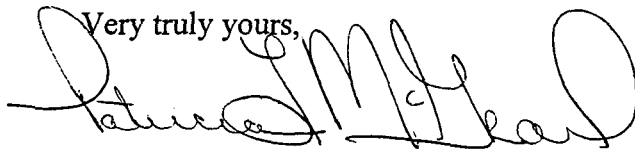
Page 2  
April 7, 2008  
Zoning Case No. 200704126

Pleas of Allegheny County to be heard by that Court as soon as conveniently possible. Otherwise, in the event that your office did authorize the issuance of these subpoenas and notices of deposition, please consider this correspondence as a request for a hearing on the propriety of these discovery requests.

Finally, please consider this correspondence as an objection to the request by Mr. Kamin of a ninety day continuance of the hearing scheduled for April 10, 2008. This is an appeal based on the failure of the Zoning Administrator to follow the procedure prescribed by the City's Zoning Ordinance. Lamar Advertising Company was issued its permit in late December, 2007 and has had more than two months to proceed with regard to its permit since there had been no hearing or disclosure to the public with regard to issuance of the permit. The only party to be prejudiced by a continuance in this case is my client, Patrick Dowd, who has filed this appeal to require the Zoning Board of Adjustment of the City of Pittsburgh to follow the procedure for the issuance of a sign permit as provided for by the City of Pittsburgh Zoning Ordinance. There is no discovery necessary and the request made by Mr. Kamin by virtue of a Subpoena to Produce Documents or Things for Discovery is irrelevant and is the only matter which would require a continuance in this instance.

Please direct all communication with regard to the request of Samuel Kamin for a continuance to my attention at the above address. In addition, please contact my office in the event that my understanding with regard to the procedure to obtain a continuance is different from the procedure provided in a telephone conversation between Susan Tymoczko and Isobel Storch, Esquire of my office on Friday, April 4, 2008.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Patricia L. McGrail', written in a cursive style.

PATRICIA L. McGRAIL

PLM/lmk

cc: George Specter, Esquire  
Hugh McGough, Esquire  
✓ Samuel P. Kamin, Esquire

**VERIFICATION**

I, STAN GEIGER, Vice- President and General Manager of Lamar Advantage GP Company, LLC and Lamar Advertising Company, hereby certify that the averments set forth in the foregoing Verified Complaint In Equity are true and correct to the best of our knowledge, information and belief. I am authorized to make this Verification on behalf of my employer because of my position as Vice-President and General Manager of the same.

I understand that this Verification is made subject to the penalties of 18 Packs §4904 relating to unsworn fabrication to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Date: April 8, 2008

  
\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing pleading has been served in the manner designated below on this 8 day of April, 2008, on the following parties:

**VIA HAND DELIVERY:**


Councilman Doug Shields  
Councilman William Peduto  
Councilman Bruce A. Kraus  
Councilman Ricky V. Burgess  
Councilman Patrick Dowd  
510 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

George Specter, Esquire  
City of Pittsburgh, Law Department  
313 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

Hugh F. McGough, Esquire  
Ward McGough, LLC  
Suite 2312 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

**VIA FAX AND FIRST-CLASS MAIL:**

Patricia L. McGrail, Esquire  
1714 Lincoln Way  
White Oak, PA 15131  
Fax: 412-664-4525

  
SAMUEL P. KAMIN  
JONATHAN M. KAMIN  
Attorney for Plaintiffs