

Project Support Agreement

This Project Support Agreement ("Support Agreement"), entered into as of October 1, 2013 ("Effective Date"), is entered into by and between CBS EcoMedia Inc., a Delaware corporation ("EcoMedia"), and the City and County of San Francisco, California, acting by and through its Recreation and Park Department ("SFRPD").

WHEREAS, EcoMedia and SFRPD entered into a separate Projects Agreement dated as of October 1, 2013 (the "Projects Agreement"), which Projects Agreement remains in full force and effect; and

WHEREAS, the Projects Agreement provides that, in the event the parties agree that Sponsor shall provide the Support to SFRPD with respect to the Project (each as defined below), the parties shall enter into this Support Agreement setting forth the applicable terms and conditions upon which such Support would be made; and

WHEREAS, SFRPD is building the Golden Gate Park Community Garden in the southeast corner of Golden Gate Park near Kezar Stadium and as part of that project, SFRPD proposes to install a vertical Garden; and

WHEREAS, EcoMedia has developed certain advertising and media programs, including, without limitation, the EcoAd, WellnessAd and EducationAd programs (each, a "Program" and collectively the "Programs"), to assist in funding Program-related projects by means of financial support provided by private business entities that elect to sponsor such projects in connection with such sponsors' advertising, promotion and sponsorship activities; and

WHEREAS, Sponsor now proposes to provide the Support to SFRPD for the Project described below, and SFRPD desires to accept such Support;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements set forth herein, the parties hereto mutually agree as follows:

1. Support. Yellow Pages, or YP ("Sponsor"), has committed to furnish the amount of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (US \$100,000) (the "Support") to support the Project referenced in paragraph 2 below. The Support shall be payable to SFRPD pursuant to the terms and conditions hereof following execution of this Support Agreement and shall be expressly conditioned upon EcoMedia's actual receipt of all committed funds from Sponsor in connection with the Support. In no event shall EcoMedia be responsible to SFRPD or any other party for any delay or failure by Sponsor to pay all or any portion of the Support. SFRPD's obligations hereunder are expressly conditioned upon approval of acceptance of the Support by the San Francisco Recreation and Park Commission and the San Francisco Board of Supervisors, and subject to the budgetary and fiscal requirements of the San Francisco City Charter. In no event shall SFRPD be responsible to EcoMedia or any other party for any delay or failure by the San Francisco Recreation and Park Commission and/or the San Francisco Board of Supervisors to accept all or any portion of the Support.

2. Project. The Support shall be used solely for the purpose of paying costs and expenses directly arising from the planning, development, implementation, operation and execution of the following project: VERTICAL GARDEN IN THE GOLDEN GATE PARK COMMUNITY GARDEN, as further described in the Statement of Work attached hereto and hereby incorporated herein as Exhibit A (the "Project"). SFRPD represents and warrants that the Project satisfies, or shall satisfy, in all material respects, all of the criteria pertaining to the Project as set forth in Exhibit A (the "Criteria").

3. Promotion and Publicity. EcoMedia and Sponsor shall have the right to advertise, publicize and promote the Support for the Project in any and all media, now known or hereafter invented, throughout the world in perpetuity subject to the conditions herein. In connection therewith, SFRPD shall provide EcoMedia with a reasonable quantity (if available, and as mutually agreed) of promotional assets (e.g., photographs, videos, pamphlets, interviews, quotes, etc.) fully cleared by SFRPD for such uses and purpose, provided that EcoMedia and Sponsor may use such assets solely for purposes relating to their involvement in the Project and not in a manner that suggests SFRPD's endorsement of EcoMedia and/or Sponsors' products. SFRPD shall also invite and permit EcoMedia's and Sponsor's representatives to attend any and all promotional events (e.g., press announcements, ground-breaking and ribbon-cutting ceremonies, fund-raising events and parties, etc.) relating to the Project. EcoMedia, on behalf of itself and/or Sponsor, must obtain SFRPD's prior written approval for the use of any images or video it produces or obtains of the Project and promotional events on City property. EcoMedia and Sponsor may not represent that the City endorses any specific media product without City's advance written authority. EcoMedia and Sponsor may not use the City's seal, or the seal of any City department or agency in any media or other materials without the City's advance written approval. EcoMedia acknowledges that the City seal may not be used for commercial purposes unrelated to official City business. EcoMedia, Sponsor and SFRPD shall also have the right to issue one or more press releases regarding the Support for the Project; provided, that the parties shall share any such press releases or public announcements with the other parties for review and comment prior to issuance, such review and comment not to be unreasonably withheld or delayed.

4. Support Conditions. The furnishing of the Support to SFRPD is expressly subject to SFRPD's satisfaction of all of the following conditions (the "Conditions"): (i) the Support shall be used solely for the purpose of paying costs and expenses directly arising from the planning, development, implementation, operation and execution of the Project, and for no other purpose(s); (ii) SFRPD shall segregate the Support funds from City's other general funds; (iii) upon request, SFRPD shall provide EcoMedia with detailed written reports setting forth all uses and expenditures of the Support ; (iv) SFRPD shall utilize the entirety of the Support funds, subject to and in accordance with all of the terms and conditions hereof, no later than the Estimated Project End Date set forth on Exhibit A or such other end date as the parties shall subsequently agree upon in writing (the period from the Effective Date to such date, the "Project Term"); (v) the Project shall materially satisfy and fulfill all of the Criteria, and, upon request, SFRPD shall provide EcoMedia (and/or its designee) with written reports confirming the Project satisfies (or shall satisfy, as reasonably determined by SFRPD after conducting good faith inquiry and reasonable due diligence) all of the Criteria in all material respects; and (vi) SFRPD shall comply, and shall require its employees, agents and contractors to comply, with all applicable laws, rules, regulations and industry "best practices" relating to the planning, development, implementation, operation and execution of the Project.

5. Repayment of Support. SFRPD shall be required to repay the Support (either in full or in part, as set forth below) to EcoMedia in any of the following circumstances, as follows:

(a) In the event work on the Project is terminated or discontinued for any reason, or in the event work on the Project is suspended for a period of thirty (30) consecutive days or more, except when such suspension is due to causes beyond SFRPD's control and SFRPD intends to recommence work as soon as reasonably possible, then SFRPD shall promptly repay to EcoMedia any portion of the Support not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination, discontinuance or suspension.

(b) In the event any portion of the Support is not spent by SFRPD in accordance with the terms and conditions hereof during, or remains unspent as of the expiration of the Project Term, SFRPD

shall repay such amounts to EcoMedia within thirty (30) days following the expiration of the Project Term.

(c) In the event SFRPD fails to satisfy, or materially breaches, any of the terms and conditions of this Support Agreement (including, without limitation, the Criteria and Conditions set forth above), EcoMedia shall issue a written notice of default to SFRPD identifying the ground(s) for default and provide SFRPD with a 14-day cure period to complete necessary corrective work and/or actions. In the event that necessary corrective work and/or actions cannot be completed within the 14-day cure period through no fault of SFRPD, SFRPD shall, within the 14-day cure period, (i) provide EcoMedia with a schedule, acceptable to EcoMedia, for completing the corrective work and/or actions; and (ii) commence diligently the corrective work and/or actions. EcoMedia, after accepting SFRPD's proposed schedule, will amend the notice of default in writing to set forth the agreed-upon cure period. If SFRPD fails to completely cure the default either (i) within the 14-day cure period set forth in the notice of default; or (ii) within the agreed-upon cure period set forth in an amended notice of default, EcoMedia may immediately terminate this Agreement and SFRPD shall promptly repay to EcoMedia any portion of the Support not already spent.

6. Books and Records / Audit. SFRPD shall keep and maintain detailed books and records relating to the Project and the Support (including, without limitation, all uses and expenditures thereof) (collectively, the "Records") during the Project Term and for a period of two (2) years thereafter (the "Audit Period"). Upon not less than ten (10) business days' advance written notice to SFRPD by EcoMedia at any time during the Audit Period, EcoMedia and/or its designees shall be entitled to inspect, review, audit and copy such Records, at EcoMedia's sole expense, during SFRPD's normal business hours. In the event any such audit reveals any use of the Support in a manner contrary to the requirements of this Support Agreement, SFRPD shall promptly: (i) repay to EcoMedia the full amount of all Support monies determined to have been used in a manner contrary to the terms and conditions of this Support Agreement; and (ii) reimburse EcoMedia for all reasonable and verifiable third party costs and expenses incurred in connection with such audit up to, but not exceeding, the amount of the Support.

7. Release and Waiver. Except as otherwise set forth herein with respect to indemnification, to the fullest extent permitted by applicable law, Project Manager hereby releases EcoMedia, Sponsor, and their respective parent, subsidiary and affiliated entities, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively, the "Support Parties"), from any liability whatsoever relating to or arising out of the Projects or the use of the Support. Project Manager further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Projects or the use of the Support. In that regard, Project Manager expressly and voluntarily waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED THE HIS OR HER SETTLEMENT WITH THE DEBTOR.

8. Indemnification. To the extent permitted by applicable law, SFRPD shall indemnify, defend, and hold harmless the Support Parties from and against any claim, loss, damage, suit, expense or other liability, including attorneys' fees, arising out of or relating to the Project (including, without limitation, the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management thereof) or the use of the Support.

To the extent permitted by applicable law, EcoMedia shall indemnify, defend and hold harmless City and SFRPD from all loss and liability, including reasonable attorney's fees, court costs and other litigation expenses, for any infringement by EcoMedia of the proprietary right or trademark or other intellectual property of any third parties in connection with any Projects, Programs, or Support, except to the extent such infringement is a result of EcoMedia's use of materials approved and/or provided by SFRPD in accordance with any terms of use delivered to EcoMedia in writing by SFRPD.

9. Notices. All notices, requests, demands and other communications required or permitted under this Support Agreement must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile with answer back receipt, with a hard copy sent in a manner set forth in (a) or (b) above, or (d) if delivered via email with read receipt requested, as of the time such read receipt is confirmed, with a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to EcoMedia, to:

CBS EcoMedia, Inc.
919 Manhattan Avenue, Suite 100
Manhattan Beach, CA 90266
Attn: Taylor Tomczyszyn, Director, National Programs
Fax: (310) 374-2213
Email: taylor.tomczyszyn@ecomediabcbs.com

With a copy, not itself constituting notice, to:
CBS Law Department
4024 Radford Avenue
Studio City, CA 91604
Attn: James HuYoung, Esq.
Fax: (818) 760-9548

If to SFRPD, to:


San Francisco Recreation and Park Department
McLaren Lodge
501 Stanyan Street
San Francisco, CA 94117
Attn: Daliah Khoury, Deputy Director of Development
Fax: (415) 831-2099
Email: daliah.khoury@sfgov.org

10. Miscellaneous. This Support Agreement and the related Projects Agreements, together, comprise the entire agreement regarding the subject matter hereof, and in the event of any conflict between the terms of this Support Agreement and the Projects Agreement, on the one hand, and the terms of any Exhibit or attachment hereto, on the other, it is understood that the terms of this Support Agreement and the Projects Agreement shall control with respect to any interpretation of the meaning and intent of the parties. This Support Agreement may be modified only by a written agreement executed by both parties. Each party and its officers, employees, agents, contractors and/or consultants are independent contractors

and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein or in the Projects Agreement. This Support Agreement is binding upon, and will inure to the benefit of, each party and their successors and assigns; provided, however, that SFRPD may not transfer, assign, pledge or collateralize its rights hereunder (including, without limitation, its rights in and to the Support) to any third party without EcoMedia's prior written approval, and any such transfer, assignment, pledge or collateralization shall be null and void. Should any provision of this Support Agreement be found invalid or unenforceable as written, such provision shall be reduced, limited or severed only to the minimum extent necessary to make it valid and enforceable, and the parties shall adhere to such provision as so reduced or limited in a manner as consistent with the language and intent of the original provision as possible, and all remaining provisions shall remain enforceable upon their terms. This Support Agreement shall be construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. The provisions of this Support Agreement shall survive for a period of two (2) years following the expiration of the Project Term, except that Sections 7 and 8 of this Support Agreement shall survive indefinitely. Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

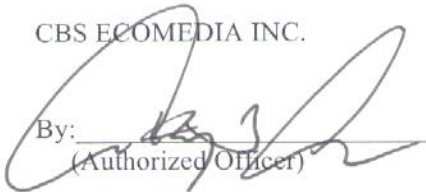
IN WITNESS WHEREOF, the parties hereto have duly executed this Support Agreement as of the Effective Date.

CITY AND COUNTY OF SAN FRANCISCO
RECREATION AND PARK DEPARTMENT

By:  _____
Name:
Title:

Date: 5-10-14

CBS ECOMEDIA INC.

By:  _____
(Authorized Officer)

Date: 06/09/14

Exhibit "A"
Statement of Work

Project:	Vertical Garden in Golden Gate Park Community Garden
Advertising Client:	YP (Yellow Pages)
Support Amount:	\$100,000
Project Manager (Support Recipient):	San Francisco Recreation and Parks Department (SRPD)
Project Location:	Golden Gate Park – San Francisco, CA
Project Start Date:	August 2013
Estimated Project End Date:	November 2013

Project Description:

Background:

This .66 acre piece of land in the southeast corner of Golden Gate Park near Kezar Stadium is set to become a hub of urban agriculture for the entire city called the "Golden Gate Park Community Garden." SRPD will develop the garden in two separate phases with Phase I comprising the construction of large garden beds designed for the communal farming of plants and produce and Phase II adding components such as an educational area, demonstration garden, and tool lending library.

The overall cost of the Golden Gate Park Community Garden is estimated to be approximately \$1.6 million for both phases. Phase I includes construction of large gardening beds, a nursery and a small greenhouse and will cost approximately \$250,000. In addition, Phase I includes installation of a vertical garden costing \$100,000 as discussed below. Phase II will include a tool lending library, an education pavilion, and a large demonstration garden and is expected to cost approximately \$1.3 million.

Yellow Pages Sponsored Project:

EcoMedia, through Sponsor (Yellow Pages), is providing \$100,000 to construct a vertical gardening space in the Golden Gate Park Community Garden. The \$100,000 of Support will fund the entirety of the vertical garden installation and include the specific components listed below:

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Specific Upgrades Supported with Sponsor (YP)'s Support Funds:

Item	Estimated Cost
Vertical Garden System	\$35,000
Installation of System	\$10,000
Tack Weld Fence	\$5,000
Potting Soil Mix (5 CY)	\$500
Plants (900 total)	\$2,000
Drip Irrigation and Moisture Sensor	\$1,000
Signage	\$500
Labor	\$20,000
Vertical Wall Consultant/Design	\$10,000
Maintenance and Upkeep (5 years)	\$10,000
Contingency	\$6,000
TOTAL COST OF VERTICAL GARDEN	\$100,000
Total Cost of Golden Gate Park Community Garden Project (All phases)	\$1,600,000

Project Impacts:

Number of people served:	220 per week
Square footage added:	1,000
New service hours added:	208 per year
New Educational Programming hours added:	208 per year

Project Reporting Requirements:

Project Status Reports will be provided to EcoMedia on the following basis:

- A Statement of Work which will identify all project specifics and timeline for completion at the time work is begun;
- A Mid-Term Report six months after the project is complete.
- Performance Reports will be submitted on an annual basis through the first two years following the project's completion date. All forms to be used for the aforementioned reports will be provided by EcoMedia.

