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FIRST AMENDMENT

BILLBOARD RELOCATION AGREEMENT BETWEEN THE CITY OF UPLAND AND LAMAR CENTRAL OUTDOOR, LLC

This First Amendment to Billboard Relocation Agreement ("First Amendment") is entered into and effective as of November 9, 2026 (the "Amendment Effective Date"), by and between the **CITY OF UPLAND**, A California Municipal Corporation ("The City"), And **LAMAR CENTRAL OUTDOOR, LLC**, A Delaware limited liability company ("the Company") (collectively, the "Parties").

RECITALS

WHEREAS, on March 23, 2026, the City and the Company entered into that certain Billboard Relocation Agreement (the "Relocation Agreement"), pursuant to which the Company was authorized to construct and erect two (2) new high resolution digital billboards within the Colonies at San Antonio Specific Plan area, one on the south side of the 210 Freeway, west of the Campus Avenue eastbound off-ramp, and one on the north side of the 210 Freeway, east of the Campus Avenue westbound off-ramp (collectively, the "Campus Avenue Sites"), as more particularly described in Exhibits "B," "B-1," and "B-2" to the Relocation Agreement; and

WHEREAS, the segment of the Interstate 210 Freeway adjacent to the Campus Avenue Sites is designated by the California Department of Transportation ("Caltrans") as a "Landscaped Freeway" within the meaning of California Business and Professions Code section 5216, and the Company's construction of digital billboards at the Campus Avenue Sites is subject to the restrictions of the California Outdoor Advertising Act (Business and Professions Code section 5200 et seq., the "Outdoor Advertising Act") applicable to displays adjacent to Landscaped Freeway segments; and

WHEREAS, Section 5412 of the Outdoor Advertising Act establishes a relocation pathway for displays adjacent to Landscaped Freeway segments, and Caltrans's current practice is to look to an agreement between the display owner and the local agency with jurisdiction over the receiving site as the authorizing instrument for Landscaped Freeway relocations; and

WHEREAS, the Company has dismantled and removed a legal non-conforming static billboard structure formerly located on State Highway 60, approximately 0.4 miles west of Etiwanda Avenue, in Riverside County, California, which structure had two (2) faces operated under California Department of Transportation State Outdoor Advertising Permit Nos. 36353 and 36354 (one permit per face) (collectively, the "Surrendered Permits"), and which structure was located along a segment of State Highway 60 that is also designated by Caltrans as a "Landscaped Freeway" within the meaning of Business and Professions Code section 5216; and

WHEREAS, the Company intends to surrender the Surrendered Permits to Caltrans in connection with Caltrans's processing of the Company's state outdoor advertising permit applications for the Campus Avenue Sites, and the Caltrans permit file

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for the Campus Avenue Sites requires documentation connecting the Surrendered Permits to the local agency's approval of the receiving locations; and

WHEREAS, pursuant to Section 13.F of the Relocation Agreement, any supplement, modification, or amendment of the Relocation Agreement must be in writing and executed by the Parties; and

WHEREAS, the Parties now wish to enter into this First Amendment solely to acknowledge, for Caltrans permitting purposes under Business and Professions Code sections 5216 and 5412, the Landscaped Freeway designations on both the surrendered Highway 60 segment and the receiving 210 Freeway segment, and the Company's surrender of the Surrendered Permits in connection with its state permit applications for the Campus Avenue Sites.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals.

The Recitals set forth above are true and correct and are incorporated into this First Amendment by this reference as though fully set forth herein. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Relocation Agreement.

2. Landscaped Freeway Acknowledgment for Caltrans Permitting Purposes.

The Parties acknowledge and agree, solely for Caltrans permitting purposes under Business and Professions Code sections 5216 and 5412, that:

A. The Campus Avenue Sites previously approved under Exhibits "B," "B-1," and "B-2" of the Relocation Agreement are located adjacent to a segment of the Interstate 210 Freeway designated by Caltrans as a Landscaped Freeway within the meaning of Business and Professions Code section 5216;

B. The Company has dismantled and removed a two-faced legal non-conforming static billboard structure formerly located on State Highway 60, approximately 0.4 miles west of Etiwanda Avenue, in Riverside County, California, which structure was located adjacent to a segment of State Highway 60 also designated by Caltrans as a Landscaped Freeway within the meaning of Business and Professions Code section 5216;

C. The Company has surrendered, or will surrender, to Caltrans California Department of Transportation State Outdoor Advertising Permit Nos. 36353 and 36354 (one permit per face) in connection with Caltrans's processing

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of the Company's state outdoor advertising permit applications for the Campus Avenue Sites; and

D. The City's execution of this First Amendment is intended to provide Caltrans with documentation of the local agency's approval of the Campus Avenue Sites as the receiving locations for the Company's Landscaped Freeway relocation under Business and Professions Code section 5412.

3. Scope of Acknowledgment; No Credit; No Precedent.

Notwithstanding anything in this First Amendment or in the Relocation Agreement to the contrary, the Parties expressly acknowledge and agree that:

A. This First Amendment does not add any site to Exhibit "B," "B-1," or "B-2" of the Relocation Agreement and does not authorize the construction of any billboard at any location other than the Campus Avenue Sites previously approved under the Relocation Agreement;

B. The dismantled Highway 60 structure and the Surrendered Permits are not added to Exhibit "A" of the Relocation Agreement, are not counted toward the removal ratio established under Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, and are not credited or offset against any removal requirement under the Upland Municipal Code, the Colonies at San Antonio Specific Plan, or any other City ordinance or regulation, now or in the future;

C. The acknowledgment set forth in Section 2 is provided solely for Caltrans permitting purposes under the Outdoor Advertising Act, and shall not be construed as, and shall not establish, any precedent, course of dealing, or agreement that the City accepts, or is willing to accept, the removal of billboards located outside the corporate limits of the City of Upland as consideration for the construction, relocation, or continued operation of any billboard within the City; and

D. Nothing in this First Amendment shall limit the City's authority to enforce the removal, relocation, or conversion ratios set forth in the Upland Municipal Code, the Colonies at San Antonio Specific Plan, or any other City ordinance or regulation with respect to any future billboard relocation, conversion, or construction within the City.

4. No Other Modifications.

Except as expressly set forth in this First Amendment, all terms, covenants, and conditions of the Relocation Agreement shall remain in full force and effect and are hereby ratified and confirmed by the Parties. To the extent of any conflict or inconsistency between the terms of this First Amendment and the terms of the Relocation Agreement, the terms of this First Amendment shall control.

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5. Integration.

This First Amendment, together with the Relocation Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings between the Parties relating thereto.

6. Counterparts; Electronic Signatures.

This First Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures shall have the same force and effect as original wet signatures.

7. Authority.

Each Party represents and warrants that the individual executing this First Amendment on its behalf has the full legal power, right, and authority to execute this First Amendment and to bind such Party to its terms.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date set forth above.

CITY OF UPLAND,
a California municipal corporation

By: DocuSigned by: Michael Blay ED26F9DCC3FF48A...
Michael Blay, City Manager

"THE COMPANY"
LAMAR CENTRAL OUTDOOR, LLC,
a Delaware limited liability company

By: Signed by: C. T DC5448E2636E43D...
C. Todd Porter, Vice President

ATTEST:

By: DocuSigned by: Keri Johnson F421A8F85BE347A...
Keri Johnson, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: FB51DD8698354E0...
Theodore K. Stream, Attorney for Lamar

APPROVED AS TO FORM:

By: Signed by: Thomas Rice 0A08505EF9C842A...
Best Best & Krieger LLP, City Attorney