

## **PUBLIC SERVICE AGREEMENT**

**THIS PUBLIC SERVICE AGREEMENT (“PSA”)**, effective as of the 1<sup>st</sup> day of September, 2025, between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia ("Lessor" or the “City”), and **ADAMS OUTDOOR ADVERTISING, LIMITED PARTNERSHIP, also known as AOA, Limited Partnership**, a Minnesota limited partnership authorized to transact business in Virginia ("Lessee"), recites and provides:

Lessor and Lessee have entered into an Agreement of Lease of even date herewith for the lease of two certain billboard structures owned by Lessee and located on certain property owned by Lessor in the City of Hampton, Virginia (**collectively, the “Lease”**), all as more particularly described in the Lease. Specifically, Section 3 of the Lease provides that the party will enter into a public service agreement to advertise certain sponsored events by the City on Lessee’s off-premise outdoor advertising signs in Hampton, Virginia.

### **WITNESSETH:**

For and in consideration of the terms hereinafter set forth, Lessee agrees to provide certain advertising space to the City, subject to and in accordance with the provisions hereof.

1. **Term**: The term of this PSA shall run concurrently with the term of the Lease, and shall be for a term of five (5) years, commencing on September 1, 2025 and expiring on August 31, 2030 (**the “Term”**). Notwithstanding the above, this PSA shall automatically terminate in the event the Lease terminates for any reason, effective as of the date of the Lease termination.

2. **Advertising**: Lessee shall provide advertising space on any digital face as selected by Lessee, on any outdoor advertising structure owned by Lessee with interstate exposure in Hampton, Virginia from the I-664 billboard nearest to the Power Plant to Settlers Landing Road, as shown on the map attached hereto as “**Exhibit “A”**” and made a part hereof, subject to the following terms and conditions:

- a. Lessee shall provide the City with one digital slot for City-sponsored events for a maximum of 36 weeks, with each exposure being no less than one week in duration, per each 12-month period commencing on the effective date of the Lease and each anniversary date thereafter during the Lease term.
- b. Lessee will waive all customary posting and installation fees for the digital format for all advertising provided under this PSA.
- c. Lessee shall place digital advertising under this PSA on a billboard structure that has no greater than seven (7) image slots.
- d. The City recognizes and agrees that any advertisement provided under this PSA will be subject to being replaced by emergency announcements, including but not limited to, severe weather alerts and Amber alerts.
- e. The City must provide Lessee art work for any digital exposure requested under this PSA no later than thirty (30) days prior to the event date to be advertised.

- f. This PSA shall not apply to any advertising currently under separate agreement with Lessee by any City department or entity.

3. **Entire Agreement.** This PSA contains all covenants, terms, provisions, and agreements between the Lessor and the Lessee, relating in any manner relating to the matters set forth in this PSA. No prior agreement or understanding with respect to the same will be valid or of any force or effect, and no covenant, term, provision or agreement of this PSA may be altered, changed, modified or deleted, except in a writing signed by the Lessor and the Lessee. In the event Lessee changes its business model during the term of this PSA, the parties agree to renegotiate the PSA in good faith with terms that are mutually acceptable. No representation, inducement, understanding or anything of any nature whatsoever made, stated or represented on behalf of either party hereto, either orally or in writing, has induced the other party to enter into this PSA, except as expressly set forth in this PSA.

4. **Governing Law; Interpretation/Venue.** This PSA shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia. The language in all parts of this PSA shall be interpreted according to its fair meaning and not more strictly for or against the City or the Lessee. The parties hereto designate the Circuit Court of the City of Hampton for purposes of all litigation and venue.

5. **Counterparts; Authorized Signatures, Binding Effect.** This PSA may be executed in counterparts, each of which may be delivered via facsimile or other electronic means and shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each person signing this PSA represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this PSA, and bind the party represented. The Parties further agree to accept electronic signatures, as authorized in Code of Virginia Title 59.1, Chapter 42.1, et. seq., the Virginia Uniform Electronic Transactions Act. The provisions of this PSA shall bind and benefit the successors and assigns of the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGES.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their respective duly authorized representatives the day and year first above written.

**CITY OF HAMPTON, VIRGINIA**

By \_\_\_\_\_  
City Manager/Authorized Designee

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, City Manager/Authorized Designee, of the City of Hampton, Virginia, on its behalf. She/He is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Marketing, Inc.**

**APPROVED AS TO  
RISK MANAGEMENT:**

\_\_\_\_\_  
**Director of Risk Management**

**APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
**City Attorney's Office**

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**ADAMS OUTDOOR  
ADVERTISING, LIMITED PARTNERSHIP  
(a/k/a AOA, Limited Partnership)**

By: Adams Outdoor GP, LLC,  
Its: Managing General Partner

By: \_\_\_\_\_  
Richard Zecchino

Its: Chief Legal Officer & Vice President of Real Estate

Date: \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_  
City/County of \_\_\_\_\_, to-wit:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_, on behalf of Adams Outdoor GP, LLC, Managing  
General Partner, of Adams Outdoor Advertising, Inc. He/She is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

[END OF SIGNATURES.]