

SECOND AMENDMENT TO
THE COORDINATED CITY DIGITAL SIGN PROGRAM AGREEMENT

This Second Amendment to the Coordinated City Digital Sign Program Agreement effective 1st day of January, 2013 is entered into as of May 8, 2019 (the “**Second Amendment**”), by and between **INTERSTATE JCDECAUX, LLC**, a Delaware limited liability company (the “**Contractor**”), and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, (the “**City**”), at Chicago, Illinois. Each of the Contractor and the City are a “**Party**” and together they are referred to as the “**Parties**”.

RECITALS

WHEREAS, on December 12, 2012, the City Council of the City of Chicago (“**City Council**”) enacted an ordinance published in the Journal of Proceedings of the City Council for such date at pages 44485 through 44632 (“**Original Ordinance**”) authorizing the City to enter into a Coordinated Citywide Digital Sign Program Agreement with the Contractor (the “**Program Agreement**”) to establish a City-wide coordinated sixty (60) sign face digital network (“**City Digital Network**”) on land and public way owned or controlled by the City adjacent to Interstate highways at no cost to the City in exchange for the City’s allowing the Contractor to place advertising on and share in certain revenues from such City Digital Network, subject to final permitting in accordance with the terms and conditions of the Program Agreement; and

WHEREAS, on January 1, 2013 (the “**Commencement Date**”) the City and the Contractor executed the Coordinated City Digital Sign Program Agreement, effective on the Commencement Date; and

WHEREAS, pursuant to an ordinance adopted by City Council on November 20, 2013 and published in the Journal for such date at pages 66052 – 66098 (the “**2013 Ordinance**”) the City Council authorized the replacement of the 2012 List in its entirety with the amended list of City Digital Sign Sites (the “**2013 List**”); and

WHEREAS, the Contractor represents that subsequent to the Program Agreement’s Commencement Date, it has made good faith applications for the Required Governmental Approvals for the permitting of the various City Digital Network signs; and

WHEREAS, pursuant to the Program Agreement and Exhibit 1C to the Program Agreement, the actual siting (“**Sign Siting**”) of each City Digital Network sign is dependent upon receipt, review and approval of title evidence, surveys, site plans, satisfaction of Board of Underground and utility issues, Illinois Department of Transportation Approval, and compliance with the Federal Highway Beautification Act, the State of Illinois Highway Advertising Control Act of 1971, and other applicable laws and regulations; and

WHEREAS, pursuant to Section 3.6 of the Program Agreement, the Contractor is required to apply for, pursue, and obtain all approvals and authorizations necessary for the permitting, including but not limited to, the necessary permitting from the Illinois Department of Transportation (“IDOT”) and other Required Governmental Approvals (as defined in the Program Agreement), for each of the sign faces of the City Digital Network; and

WHEREAS, the Parties entered into the First Amendment to the Coordinated City Digital Network Program Agreement, as of December 30, 2016 (“First Amendment” and together with the Program Agreement, the “Program Agreement, as amended”) to bring current and adjust the installation schedules and to update the other applicable terms and conditions of the Program Agreement; and

WHEREAS, the Contractor has certified the Capitalized Costs of each City Digital Sign for the fifty-one sign faces, a summary of which is attached as Appendix 1 of this Second Amendment;

WHEREAS, in connection with siting decisions made by the Parties, the Contractor has been able to install signs with higher Category Coefficients than originally expected and therefore, the sign faces installed and the City Digital Network, have greater value than originally calculated; and

WHEREAS, the City and the Contractor desire to amend the Program Agreement, as amended, to (i) end the installation phase of the City Digital Network by limiting the required number of sign faces to the locations which are under review by IDOT for the issuance of an Illinois state outdoor advertising permit at the date of the execution of this Second Amendment, which shall result in the City Digital Network consisting of a minimum of fifty-one (51) sign faces and a maximum of fifty-six (56) sign faces, and (ii) to acknowledge that the Contractor was unable to install a City Digital Sign at 2545 W. Diversey Avenue (referred to as 2742 N Rockwell Street and Site 52); and

WHEREAS, the Parties agree that the Program Agreement, as amended, shall be further amended, modified and supplemented as described in this Second Amendment; and

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

TERMS AND CONDITIONS

1. Reduction in Sign Faces

a. The City Digital Network shall be reduced from sixty (60) sign faces to a minimum of fifty-one (51) sign faces and a maximum of fifty-six (56) signs faces. The only sign faces not yet installed and which may increase the number of installed sign faces above fifty-one (51) are limited to the locations under IDOT review as of the date of this Second Amendment (“IDOT Review Signs”). Such IDOT Review Signs are at the following, and only the following, locations:

735 West Harrison, Chicago, Illinois (referred to as Site 3);
1802 West Bloomingdale, Chicago Illinois (referred to as Site 8);
4114 West Irving Park Road, Chicago, Illinois (referred to as Site 63); and
971 North Milwaukee, Chicago, Illinois (referred to as Site 69).

The calculation for determining the dollar amount of the Guaranteed Initial Fee and the Guaranteed Annual Fees to be paid to the City on or after the date of this Second Amendment and the aggregate of the Category Coefficients assigned to the value of each IDOT Review Sign, and the amount to calculate Satisfactory Performance, shall be as set forth in this Second Amendment. In no event will any prior payments from the Contractor to the City be adjusted or in any manner reconciled based on the revised Category Coefficients set forth in this Second Amendment.

b. The date and approval decision of the conclusion of the IDOT review for the IDOT Review Signs is unknown and, notwithstanding the IDOT review process, the City shall also review the IDOT Review Signs in connection with issuing permits required for the installation of a City Digital Sign at such locations after permits (if any) are received by the Contractor from IDOT and the date and issuance of permits (if any) at the conclusion of the City review for the then-IDOT approved IDOT Review Signs is unknown. The Parties agree in this Second Amendment (i) that the City Digital Network shall be deemed completed with fewer than 60 display faces, as specified in, and pursuant to, the terms and conditions of this Second Amendment and (ii) the Contractor shall work in good faith to complete the City Digital Network in accordance with the terms and conditions of the Program Agreement, as amended, and this Second Amendment.

c. The Contractor shall continue to pursue all Required Governmental Approvals for any IDOT Review Signs that have received all permits and approvals as required under law from IDOT by May 30, 2019. Any IDOT Review Signs that have not received such permits and approvals as required under law from IDOT by May 30, 2019 shall be deemed denied by IDOT and excluded from the final number of signs of the City Digital Network and no further action by the Contractor or the City shall be required for such location. The Contractor shall pay the Guaranteed Initial Fee for any IDOT Review Signs that have received all Required Governmental Approvals prior to December 31, 2019, regardless of whether the Contractor installs such IDOT Review Signs; provided however, if through no action of the Contractor (e.g., the Contractor has obtained all Required Governmental Approvals, including permits and approvals to be issued by the City), should the City determine that any such IDOT Review Sign shall not be installed, any amounts paid by the Contractor as a Guaranteed Initial Fee for such IDOT Review Sign shall be allocated to amounts due as payment by the Contractor to the City for Guaranteed Annual Fees.

d. The Contractor shall install by September 30, 2020, any IDOT Review Signs that have received the Required Governmental Approvals by December 31, 2019. The Contractor shall not install any IDOT Review Signs that have not received the Required Governmental Approvals by December 31, 2019.

e. The Contractor has paid Guaranteed Initial Fees totaling twenty-two million, six hundred and sixty-four thousand and eight hundred and forty-five dollars and sixty cents (\$22,664,845.60) which includes amounts for sign faces that will not be installed. The Contractor and the City agree that amounts due for Guaranteed Initial Fees for the City Digital

Sign located at 3158 N Sawyer (known as Site 40) and the City Digital Sign located at 4860 N Lamon Avenue (known as Site 20) shall be deducted from the amounts paid for sign faces that will not be installed. The Parties agree that leaves a total amount of six hundred and eighty-six thousand eight hundred and thirteen dollars and twenty cents (\$686,813.20) (the "Guaranteed Initial Fee Credit") in overpayment to the City of Guaranteed Initial Fees by the Contractor.

f. The amounts payable to the City for Guaranteed Initial Fees for any IDOT Review Signs which receive all of the Required Governmental Approvals by, or before December 31, 2019, shall be paid by the Contractor utilizing a Category Coefficient of \$100,732.25 per point in place of the initial Category Coefficient set forth in Exhibit 2 of the Program Agreement recognizing that the City Digital Network value has increased due to siting changes.

The calculation of amounts due for Guaranteed Initial Fees shall take in account the Guaranteed Initial Fee Credit such that the City shall first deduct amounts due for payment from the Guaranteed Initial Fee Credit until such Guaranteed Initial Fee Credit is fully utilized and equals zero, prior to the Contractor paying additional amounts to the City. If amounts due in connection with payment of Guaranteed Initial Fees for IDOT Review Signs do not equal or exceed the Guaranteed Initial Fee Credit, such Guaranteed Initial Fee Credit remainder shall be allocated to Guaranteed Annual Fees due following the delivery of the Final Certificate (as defined below).

Any amounts due to the City for Guaranteed Initial Fees for IDOT Review Sites after the Guaranteed Initial Fee Credit is zero shall be paid within thirty (30) days of such IDOT Review Site receiving its final Required Governmental Approval, as specified in Section 6.1(a)(iii) of the Program Agreement, as amended.

g. The aggregate value of the City Digital Network which serves as the denominator for the calculation of Guaranteed Annual Fees in the Program Agreement, as amended, and was initially specified as one-hundred and eighty-two (182) points shall be revised and the aggregate value used as the denominator for calculating amounts due and pay to the City for Guaranteed Annual Fees by the Contractor due after the date of this Second Amendment shall be one-hundred and ninety (190) points.

h. Attached as Annex A to the Second Amendment is a form of certification of I/JCD ("First Certificate") which shall be provided to the City by an authorized representative of the Contractor on or about May 30, 2019, specifying the details of any permits approved or denied by IDOT as of May 30, 2019 in connection with each of the IDOT Review Signs, including:

- i. the approval/denial status of each sign face of the IDOT Review Signs;
- ii. the final number of signs approved by IDOT in connection with the City Digital Network;
- iii. the aggregate Categorical Coefficient of the IDOT Review Signs approved for installation; and

- iv. information regarding the Capitalized Costs recovered in accordance with the terms and conditions of the Program Agreement, as amended, as of such date; and

i. In accordance with Section 3.6 of the Agreement, as amended, the Contractor shall diligently pursue all additional permitting/approval in order to install any IDOT Review Sign that has been approved/permitted by IDOT by May 30, 2019; provided however, notwithstanding, the Parties agree that Contractor may discontinue pursuit of the permitting of any IDOT Review Sign that is not fully permitted/approved by any City department and any other Governmental Authority required to permit/approve such IDOT Review Sign for its inclusion as a City Digital Sign in the City Digital Network by December 31, 2019; and provided further, that the City and the Contractor agree that (i) any IDOT Review Sign that has received IDOT approval by May 30, 2019 and all Required Governmental Approvals by December 31, 2019 shall be installed by Contractor, and (ii) any IDOT Review Sign that has not received IDOT approval by May 30, 2019 and all Required Governmental Approvals by December 31, 2019 shall not be installed by Contractor.

j. Attached as Annex B to this Second Amendment is a form of certification of I/JCD ("Final Certificate") which shall be provided to the City and executed by all of the Managers of the Board of Managers of the Contractor within thirty (30) days of the receipt by the Contractor of the final permit/approval of any City department and any other Governmental Authority required to permit/approve the IDOT Review Sign in connection with the installation of the final sign of the IDOT Review Signs and in no event, later than January 10, 2020, as a confirmation of the final number of IDOT Review Signs that have been fully permitted/approval processed and shall be installed, and the related information based upon the approvals, including

- i. the specific signs faces of the IDOT Review Signs that were approved and permitted;
- ii. the final number of signs in the City Digital Network, including a list of such City Digital Signs;
- iii. the aggregate Categorical Coefficient of the IDOT Review Signs approved for installation;
- iv. the aggregate Categorical Coefficient of the City Digital Network;
- v. the final amount that shall be included for confirming Satisfactory Performance of the Contractor; and
- vi. a reconciliation of amounts due and payable (if any) to the City for Guaranteed Initial Fees, taking into account the Guaranteed Initial Fee Credit (if any amounts then remain).

k. The City and the Contractor acknowledge that the Contractor did not install a City Digital Sign at 2545 W. Diversey Avenue (referred to as 2742 N Rockwell Street and Site 52), in part, because the City does not own that property. The Contractor, on its own behalf and on behalf of its respective future, current, or former officers, directors, employees,

agents, attorneys, contractors, subcontractors of whatever tier, representatives, shareholders, parents, subsidiaries, affiliates, predecessor and/or successor entities, hereby waives, discharges, and releases the City, and its future, current, and former officers, employees, agents, representatives, and attorneys, from all claims, demands, disputes, causes of action, and requests for additional compensation, monetary damages, or any other relief relating to the Contractor's failure to install a City Digital Sign at Site 52. This subsection k. shall not in any way be construed as an admission of fault or liability on the part of either of the Parties, which expressly deny any fault or wrongdoing with respect to Site 52.

2. The IDOT Review Signs are detailed as follows:

a. Single-faced sign face for 735 West Harrison (referred to as Site 3), in connection with access to the Polk Street Accident Investigation Site for construction;

b. Single-faced sign face for 1802 West Bloomingdale (referred to as Site 8), in connection with an outdoor advertising permit;

c. Double-faced sign at 4114 West Irving Park Road (referred to as Site 63), in connection with an outdoor advertising permit; and

d. Single-faced sign at 971 North Milwaukee (referred to as Site 69), in connection with an outdoor advertising permit.

3. Section 2.1 "Definitions" of the Program Agreement, as amended, shall be further amended as follows:

a. The definition of "**Aggregate Capitalized Costs Cap**" shall be amended and restated as follows:

"Aggregate Capitalized Costs Cap" means not to exceed Forty Million and No/100 Dollars (\$40,000,000) in the aggregate as Capitalized Costs for the ~~60 sign face~~ network contemplated in this agreement."

b. The definition of "**Capitalized Costs**" shall be amended and restated as follows:

"Capitalized Costs" means, as to each City Digital Sign, the costs directly and specifically attributable to both (a) purchasing, manufacturing, assembling and installing the sub-surface foundation, steel columns and structural supports, scaffolding and additional infrastructure necessary to support such City Digital Sign, and (b) purchasing, manufacturing, assembling and installing such Ad Panel sign face, including, without limitation, the LED lights included in such sign face, the internal mechanical, electrical and digital technology and components, and the design, software, programming and digital technology necessary to such sign's operation, which costs must, under GAAP, be accounted for as capital costs, and not as expenses. In determining such costs, the Contractor shall elect, when permissible, to expense rather than to capitalize costs. The Contractor shall certify to the City under oath as to the Capitalized

Costs attributable to each City Digital Sign reasonably promptly after installation of such City Digital Sign. No such Capitalized Costs shall be included in any calculation provided for in Exhibit 2 until such certification has been made and delivered to the City. In no event shall the Capitalized Costs for the ~~60 sign face network~~ City Digital Network contemplated in this Agreement exceed ~~Forty Million and No/100 Dollars (\$40,000,000) in the aggregate~~ (“the Aggregate Capitalized Costs Cap”). The aggregate Capitalized Costs for the City Digital Signs are subject to recovery in accordance with Exhibit 2 to this Agreement and the other terms and conditions hereof. Subject to the foregoing, a portion of the design, software, programming and other costs not directly and specifically attributable to a single City Digital Sign, but directly and specifically attributable to the City Digital Network as a whole, shall be ratably allocated to a City Digital Sign for purposes of such Capitalized Cost certifications and recovery under Exhibit 2. For illustrative purposes, if there are One Million Two Hundred Dollars (\$1,200,000) of such costs attributable to the City Digital Network as a whole, and sixty (60) sign faces, then Twenty Thousand Dollars (\$20,000) of such system-wide costs shall be allocated to each City Digital Sign for purposes of the Contractor's cost certification for each such City Digital Sign. Capitalized Costs shall also include costs incurred with respect to the refurbishment(s) and upgrade(s) required pursuant to Section 3.21, Section 5.3, and Exhibit 1E of this Agreement, to the extent provided for in Exhibit 2. Capitalized Costs shall also include property acquisition costs described in Section 4.3(a)(iii). Capitalized Costs shall also include costs of installing back-up power sources described in Section 4.4(a) and such costs shall be included in Capitalized Costs even if such inclusion causes the applicable aggregate Capitalized Costs cap set forth above to be exceeded.”

c. To amend the definition of “**City Digital Sign Sites**” to provide for the number of sign faces in the City Digital Network to be reduced from sixty (60) sign faces to a minimum of fifty-one (51) sign faces and a maximum of fifty-six (56) sign faces, and for the remaining faces to be limited to the IDOT Review Sites (which may not be replaced with any other sites) and the terms and conditions relating to the IDOT Review Sites specified in this Second Agreement, the definition of “**City Digital Sign Sites**” shall be amended and restated as follows:

“**City Digital Sign Sites**” means, initially, the sites identified on Exhibit 1C of this Agreement, which may be amended and supplemented thereafter (but not after the effective date of the Second Amendment to the Agreement), on which the Contractor shall install and operate either a single face, a two-faced, or a three-faced City Digital Sign, as reflected on such Exhibit 1C, ~~so as to establish a 60 sign face City Digital Network. After the date hereof, if one or more of such sites is eliminated either (a) at the City's written direction to Contractor based upon and specifying one or more of the factors specified in Section 4.3(a)(iv) below, or (b) due to infeasibility as mutually agreed upon by the City and the Contractor in their respective commercially reasonable discretion (including, without limitation, because it is not commercially viable), the parties shall agree on a replacement sign site in accordance with Section 4.3 and, upon such agreement, such replacement sign site shall be deemed a City Digital Sign Site,~~

~~so that at all times the parties cooperate to use all commercially reasonable efforts to assure that there are sufficient sites to establish and operate a 60 sign face City Digital Network. —~~ The final locations and number shall be stated in the Final Certificate and shall consist solely of the City Digital Signs installed as of the date of the execution of the Second Amendment and any IDOT Review Signs which receive IDOT approval by May 30, 2019 and all Governmental Approvals by December 31, 2019.”

d. The definition of “**City Digital Network**” shall be amended and restated as follows:

“City Digital Network” has the meaning given such term in the Recitals. The City Digital Network shall consist of a minimum of fifty-one (51) sign faces and a maximum of fifty-six (56) sign faces, consisting of those locations that are on Exhibit IC as amended and supplemented and subject to Section 13.5 and which final number of sign faces and their locations shall be stated in the Final Certificate.”

e. The definition of “**Satisfactory Performance**” shall be amended and restated to provide for the reduction in sign faces agreed by the Parties as follows:

“Satisfactory Performance means, for the purpose of the extension period described in Section 5.3 of this Agreement, if any, the following: (i) the Contractor has made all payments to the City required by this Agreement as of the determination date; (ii) the Contractor has installed all City Digital Signs required and authorized by this Agreement and, except as otherwise permitted under this Agreement, all such City Digital Signs are operational, or are in the process of being repaired, refurbished or upgraded in accordance with the terms of this Agreement; (iii) the Contractor has maintained, refurbished and upgraded all City Digital Signs as required and authorized by this Agreement; (iv) the Contractor has complied with the requirements of Section 3.15 and Exhibit 3 to this Agreement relating to the minority and women’s business enterprises commitment; (v) the City has not sent a currently outstanding Cure Notice pursuant to Section 12.2 (b) of this Agreement (or if the City has sent such a Cure Notice, the applicable cure period has not lapsed); (vi) an Event of Default does not exist, and (vii) the total payments paid to and received by the City under this Agreement, during the 2016-2034 time period, were not less than 115% of the total Guaranteed Annual Fees due and owing by the Contractor during such 2016-2034 time period pursuant to the terms of this Agreement (e.g., which amount would be 115% of One Hundred Eighty-Nine Million Four Hundred Thousand and No/100 Dollars (\$189,400,000) during such 2016-2034 time period, as presently set forth in Exhibit 2, assuming 60 sign faces in the network ~~are~~ had been installed pursuant to the terms of this Agreement). The parties shall at all times cooperate and use commercially reasonable efforts to establish and operate ~~a 60 sign face~~ the City Digital Network.”

4. Section 3.8(h) shall be amended and restated as follows:

“(h) *Quarterly Meetings.* At either party's request, the parties shall meet on a quarterly basis to review the City Digital Network's operation and any issues arising under this Agreement. The Contractor shall also make available a ~~Pablo Breznan or another~~ Chicago-based key person to address any City Digital Sign issues with Aldermen in a timely manner.”

5. Section 3.15 “Minority and Women’s Business Enterprise Commitment,” shall be amended and restated as follows:

“3.15 Minority and Women’s Business Enterprises Commitment. In the performance of this Agreement, including the procurement and lease of materials or equipment, the Contractor must abide by the minority and women’s business enterprise commitment requirements of the Municipal Code of Chicago, Chapter 2-92, Sections 2-92-420 *et seq.*, except to the extent waived by the Chief Procurement Officer. Notwithstanding Exhibit 3 to this Agreement, for purposes of such performance, the work required under this Agreement shall be deemed to be a construction contract and, as such, shall have an MBE contract goal of 24% and a WBE contract goal of 4% (in lieu of the 25% MBE and 4% WBE contract goals set forth in Exhibit 3). No later than July 1, 2013, the Contractor must submit MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer to the Chief Procurement Officer evidencing its compliance with this requirement with respect to the assembly and installation (but not manufacturing or fabricating) of the City Digital Signs for the period beginning on March 1, 2013, and ending on December 31, 2014 (or such later date as such assembly and installation shall be complete). Commencing on July 1, 2013 and thereafter, the Contractor must submit completed MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer to the Chief Procurement Officer, evidencing its compliance with this requirement with respect to assembly and installation of the City Digital Sign on each January 1 and July 1 while assembly and installation is still being performed by the Contractor. MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer submitted on each January 1 must evidence compliance with this requirement during the period beginning on the succeeding April 1 and ending on the succeeding September 30, and MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer submitted on each July 1 must evidence compliance with this requirement during the period beginning on the succeeding October 1 and ending on the succeeding March 31. Such MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer will be deemed automatically incorporated into this Agreement in Exhibit 3 upon acceptance by the Chief Procurement Officer. In addition, the Contractor must submit to the Chief Procurement Officer additional MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer relating to the maintenance and removal of the City Digital Signs (if applicable) no later than the date the Contractor installs the first City Digital Signs, which MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer will be updated

and resubmitted to the Chief Procurement Officer no less than every three months thereafter throughout the term of this Agreement. Such MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer will be deemed automatically incorporated into this Agreement in Exhibit 3 upon acceptance by the Chief Procurement Officer. Failure by the Contractor to submit MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer, as required by this Section 3.15, constitutes an Event of Default by the Contractor pursuant to Article 12 of this Agreement. During the assembly and installation of the City Digital Signs during Phases I and II, the Contractor must utilize minority and women's business enterprises in percentages equal to or exceeding the greater than 24% for MBEs and 4% for WBEs with respect to the Total Contract Price (as defined below) applicable to the assembly and installation of City Digital Signs. For purposes of such MBE/WBE testing and the Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment, "**Total Contract Price**" means, with respect to the assembly and installation of the City Digital Signs during Phases I and II, all Out-Sourced Costs (as defined below) incurred by the Contractor in the assembly and installation of City Digital Signs, excluding, however, costs related to the manufacturing, fabricating and integrating of the Ad Panels, for which no Chicago-based supplier exists. During the maintenance and removal (if applicable) of the City Digital Signs, the Contractor must utilize minority and women's business enterprises in percentages equal to or exceeding than 24% for MBEs and 4% than WBEs with respect to the Total Contract Price applicable to all Out-Sourced Costs of maintenance and removal of such City Digital Signs incurred by the Contractor in the performance of this Agreement. For purposes of such MBE/WBE testing and the Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment, "**Total Contract Price**" means, with respect to the maintenance and removal of City Digital Sign, all Out-Sourced Costs incurred by the Contractor in the maintenance and removal of City Digital Sign. "**Out-Sourced Costs**" means all costs incurred by the Contractor in its performance of the applicable portion of the Work (i.e., installation and assembly, or maintenance and removal), excluding costs of Work performed by employees of the Contractor or its Affiliates (and, in the case of the installation and assembly phase, also excluding the cost of manufacturing the Ad Panels and in the case of the maintenance and removal phase, excluding the cost of maintaining the Ad Panels).

In addition to the above commitments, throughout the term of the Agreement, the Contractor shall provide any Chicago-based MBE or WBE business entity which is a manufacturer of large format out-of-home digital displays that meet the requirements set out in any Request for Proposal issued by the Contractor in connection with the Chicago Digital Network with an opportunity to bid for the provision or maintenance of such digital displays at such time as the City Digital Signs shall require maintenance, replacement or refurbishment, as when provided for under this Agreement."

6. The terms and conditions of the maintenance requirements and the refurbishment schedule of the City Digital Network remain unchanged. In connection with

the requirements set forth in Section 3.21 “**Required City Digital Refurbishment and Upgrade.**” Exhibit 2 of this Second Amendment sets out a schedule of the City Digital Network, the installation date and current condition of each City Digital Sign and the date of refurbishment for such City Digital Sign, all in accordance with the terms and conditions of the Program Agreement, as amended, including but not limited to, Section 3.21.

7. Section 3.20 “**Affiliate Guaranty.**” shall be amended and restated as follows:

“3.20 Simultaneously with the execution of this First Amendment, Within thirty (30) days of providing the Final Certificate, the Contractor shall provide a guaranty of JCDecaux North America, Inc. (the “Guarantor”) in the form attached hereto as Exhibit 12 (the “Guaranty”) with such changes as may be approved by the City, guaranteeing the Contractor’s obligation to pay the Guaranteed Annual Fees, as and when payable in accordance with Exhibit 2, subtracting any amounts previously paid to the City by the Contractor prior to such time, and the City shall return to the Contractor any written guarantees previously provided to the City, up to a maximum of One Hundred Eighty-Nine Million Four Hundred Thousand and No/100 Dollars (\$189,400,000).

For each calendar year during the term of this Agreement, the Guarantor must provide audited financial statements to the Project Manager not later than 180 days after the end of each calendar year. To the extent the City reasonably determines that the Guarantor has suffered a material adverse change in its financial condition, the City may require the Contractor to provide a letter of credit or similar security to cover the obligations secured by the guaranty of such entity. Notwithstanding the foregoing, the Guarantor’s obligation under such guaranty shall be automatically reduced by any amounts paid by, or on behalf of, the Contractor for the Guaranteed Initial Fees and the Guaranteed Annual Fees, and is subject to termination upon full and final payment of such amounts, as described in the Guaranty.

If JCDecaux North America, Inc. transfers its interest in the Contractor in a transfer permitted under this Agreement, then, prior to the effective date of such transfer, the Contractor and JCDecaux North America, Inc. shall deliver to the City a replacement guaranty in substantially the same form as the Guaranty from a replacement guarantor having a creditworthiness equal to or greater than the creditworthiness of JCDecaux North America, Inc., as determined by the CFO in the CFO’s reasonable discretion, guaranteeing any remaining unpaid Guaranteed Initial Fees and Guaranteed Annual Fees. Upon the CFO’s determination of such creditworthiness, and delivery of such an executed replacement guaranty (which shall become the Guaranty under this Agreement), JCDecaux North America, Inc. may transfer its interest in Contractor. Any transfer in violation of this Section 3.20 or failure to provide such a replacement guaranty shall constitute an immediate Default without any required Cure Notice (as defined in Section 12.2(b)), and, if not cured within ten (10) days of such transfer, shall constitute an Event of Default (as defined in Section 12.2(b)), and notwithstanding any such transfer, JCDecaux North America, Inc., shall remain obligated under the Guaranty.”

8. Section 4.3 “Installation of City Digital Signs” Subsection (a) “Site Selection and Installation.” shall be amended and restated as follows:

“(a) *Site Selection and Installation.*

- (i) The Contractor shall submit initial Complete Sign Permit Applications for sites comprising 10 sign faces out of the 30 total Phase I sign face sites listed in Exhibit 1C no later than thirteen (13) weeks after the Commencement Date of this Agreement, and shall submit Complete Sign Permit Applications for all of the remaining Phase I sign faces sites no later than twenty-three (23) weeks after such Commencement Date. Such dates are subject to an equitable extension if either (A) at the City’s written direction to Contractor based upon and specifying one or more of the factors specified in Section 4.3(a)(iv) below, or (B) due to infeasibility as mutually and reasonably agreed upon by the City and the Contractor in their respective commercially reasonable discretion (including, without limitation, because it is not commercially viable, or as described in Section 3.5), an initially designated sign drops out and cannot be replaced by an alternate sign face site listed on Exhibit 1C. Such equitable extension shall take into account, such time as may be necessary to obtain the CFO’s approval of an additional site. The Contractor shall install and begin operation of such Phase I signs, on a rolling basis, no later than ten (10) months for the first (1st) sign face and twelve (12) months for the thirtieth (30th) sign face, as measured from the Commencement Date, subject to delays for Excusable Events. The City provided Contractor with a written extension of time to install such Phase I signs due to Unforeseeable Circumstances considered Excusable Events. The first sign in Phase I was installed and operational on March 2, 2014.
- (ii) The Contractor shall submit Complete Sign Permit Applications for sites comprising 10 sign faces out of the remaining 30 Phase II sign face sites listed in Exhibit 1C no later than twenty-eight (28) weeks after the Commencement Date of this Agreement, and shall submit Complete Sign Permit Applications for all of the remaining Phase II sign face sites no later than thirty-seven (37) weeks after such Commencement Date. Such dates are subject to an equitable extension as described in Section 4.3(a)(i) above. The Contractor shall install and begin operation of all such Phase II signs, on a rolling basis, no later than thirteen (13) months for the thirty-first (31st) sign face and sixteen (16) months for the last Phase II sign face sixtieth (60th) sign face, as measured from the Commencement Date, subject to delays for Excusable Events. The City provided Contractor with a written extension of time to install such Phase II signs due to Unforeseeable Circumstances considered Excusable Events. As such, the thirty-first (31) sign in Phase II was installed and operational on July 15, 2015. ~~The Contractor shall install the 60th sign prior to December 31, 2017.~~
- ~~(iii) If, the City directs the Contractor not to install a City Digital Sign at a Phase I or Phase II site, or an initially designated site proves to be infeasible for reasons described in Section 4.3(a)(i) above, the CFO shall cooperate with~~

~~the Contractor to identify a replacement site to add to Exhibit IC, so that at all times the parties are cooperating to make commercially reasonable efforts to assure that there are sufficient City Digital Sign Sites to support a 60 sign face City Digital Network. The parties shall cooperate to identify additional sites based on the criteria set forth in Section 4.3(a)(iv) below and mutually agree in writing upon such replacement sites. The Contractor may, at the Contractor's initial expense, and with the City's prior written consent, purchase a parcel of property and deed it to the City in order to establish a replacement site. In such case, the purchase price of the property shall be included as a Capitalized Cost and subject to recovery [over an eight (8) year recovery period] in the same manner as other Capitalized Costs.~~

- ~~(iv) — In identifying replacement sites pursuant to this Section 4.3 above, the parties will take into account the following considerations: (A) zoning; (B) existing neighborhood signage; (C) aldermanic; (D) commercial viability; (E) legal issues; (F) location; (G) network distribution requirements; and (H) other factors deemed relevant by the parties. The City and the Contractor will use all reasonable efforts to agree on replacement sites and additional sites in a timely manner so as to permit the Contractor to fulfill its obligations, and the parties to realize the City Digital Network goals and objectives under this Agreement. The parties shall obtain approval by the Chief Financial Officer and the Commissioner of CDOT for replacement sites to be added to Exhibit IC.~~
- ~~(v) — The Contractor may propose sites to the City for additional City Digital Signs at any time and the City may accept or reject such sites in its sole discretion. If the City approves an increase in the number of City Digital Signs included in the City Digital Network beyond 60 sign faces the Contractor and the City shall mutually and reasonably cooperate with one another in the expansion of the network, subject to the terms and conditions of this Agreement, including Section 13.5, as such Agreement may be amended in connection with such expansion, and approved by the Chief Financial Officer and the Commissioner of CDOT.~~
- (iii) The Contractor's ability to install a City Digital Sign on any City Digital Sign Site shall be subject to the provisions of the Municipal Code of Chicago, to the extent not exempted, waived or modified by the City Digital Sign Ordinances, the Program Agreement, this the First Amendment, the Second Amendment or other ordinances passed after the date of this Agreement.
- (iv) Prior to commencing installation of each City Digital Sign, the Contractor must submit a Complete Sign Permit Application to DOB, including the required site plan and renderings for the following reviews and approvals: (A) public way usage, if applicable; (B) zoning; (C) structural; and (D) electrical. The Contractor must obtain any applicable permits and approvals relating to such City Digital Sign, to the extent not exempted, waived or modified by the City Digital Sign Ordinances, the Program Agreement, the First Amendment, the Second Amendment or other ordinances passed after

the date of this Agreement.

- (v) The Complete Sign Permit Application dates established pursuant to Section 4.3(a)(i), Section 4.3(a)(ii) and Exhibit 1C assume that, apart from the City Digital Sign Ordinances, and the approval of this Agreement, no further amendments to the Municipal Code or City Council approvals are required to lawfully install the City Digital Signs at the locations listed on Exhibit 1C. The Contractor represents and warrants to the City that it has done sufficient due diligence to verify the reasonableness of such assumption (i.e., the viability of the Phase I and Phase II sites from a City zoning and IDOT permitting perspective).”

9. Subsection 4.6(a) “**Grant of Right.**” shall be amended to provide for the reduction in sign faces by replacing the third sentence with the following:

(a) *Grant of Right.*

(i) In consideration of the Contractor’s performance of the Work, the Contractor’s other obligations under this Agreement, and the Contractor’s payment obligations under Section 6.1 below, the City hereby grants to the Contractor the exclusive right following the Commencement Date and during the term of this Agreement to sell and place advertising on the City Digital Signs subject to the terms of this Agreement and the Project Ordinance. To the extent not prohibited by Law, prior to January 1, 2024, unless this Agreement is sooner terminated, or the Contractor’s rights under this Agreement are sooner terminated), the City shall not itself contract with any party to place changing-image digital advertising in a format equal to or greater than 336 square feet on City-owned land or on the public way (the “**City Digital Sign Exclusivity Provision**”). Until the Contractor has delivered the Final Certificate to the City or January 10, 2020, whichever is earlier, a City Digital Network having sixty (60) sign faces is established under this Program Agreement, the City shall not offer City-owned land or the right to use public way owned by the City, or controlled by the City pursuant to an intergovernmental agreement, and located along an expressway or toll road designated by the Commissioner of CDOT to a private party for a digital sign site unless such land or public way has first been offered to the Contractor for a possible City Digital Sign Site. The limitations set forth in the preceding two sentences in no way limits the City’s ability to authorize static digital advertising, non-digital advertising, or digital advertising on City-owned land or on the public way in a format less than 336 square feet (subject to compliance with Section 4.6(a)(ii) below), and also does not alter the City’s ability to continue to authorize programs or renew or expand the following existing programs including, without limitation, the JCDecaux street furniture program, the City’s banner program, the City’s advertising bench program, advertising placed or authorized to be placed by the CPD on CPD property, the BOE on BOE property (notwithstanding that such property may be nominally titled in the City, in Trust For The Use of Schools), or the CTA on CTA property (including advertising panels at subway entrances or on trestles), current or future sponsorship agreements between the City and the CTA and their respective sponsors, temporary signage associated with festivals

(e.g., Taste of Chicago), City-wide events (e.g., the Air and Water Show), athletic and sporting competitions (e.g., the Accenture Chicago Triathlon, the Bank of America Chicago Marathon), international events (e.g., the Olympics, a NATO or G-8/G-20 conference), national events (e.g., Democratic National Convention), the City's bike sharing program, and advertising on taxi cabs and other vehicles traveling in the public way. Such limitation does not affirmatively authorize or entitle the Contractor to place advertising on anything in any location other than on the City Digital Sign Sites provided for under this Agreement.

The foregoing exclusivity provision also shall not apply to any advertising on City-owned land or right of way used or otherwise held for the operation of O'Hare International Airport or Midway International Airport.

The City shall not separately market its rights to place City Messages on the City Digital Signs for private commercial purposes for profit, so as to compete with the Contractor. However, the City shall be entitled to enter into sponsorship agreements with sponsors of City events who, in consideration of such sponsorship, acquire naming rights with respect to such event, and shall be entitled to include reasonable sponsorship identification as part of City Public Service Messages announcing such event. For example, if Walgreens sponsored a health education fair including free flu shots, the City would be entitled to broadcast a City Public Service Message identifying the "Walgreens Free Flu Shot City Health Fair," or a similar message so long as the sponsor identification is in reasonable proportion to the remainder of the public service message and consistent with customary practices."

10. Section 5.2 "**Timeliness of Performance.**" shall be amended and restated as follows:

"5.2 Timeliness of Performance.

(a) *Contractor's Performance.* The Contractor must design, manufacture, assemble, program, install, maintain, operate, and, (if directed by the City) remove and dismantle the City Digital Signs and maintain and restore the underlying and other surrounding property affected by the Work, and provide the Deliverables during the term and within the time limits required under this Agreement, including, without limitation, Exhibits 1C and 1D, subject to the equitable extensions provided for in Section 4.3(a) and Section 12.5, as well as the timelines revised under the First Amendment and the timelines and limitations established under the Second Amendment.

(b) *City Not Responsible for Delays.* Neither the Contractor nor the Contractor's agents, employees or subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by the Contractor by reason of delays or hindrances in the performance of the Work, whether or not caused by the City.

(c) *Liquidated Damages for Delay.* The City and the Contractor agree that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix with precision the actual damages that the City would incur should the Contractor delay in installing the City Digital Signs beyond the dates specified on Exhibit 1CD (each such date, as applicable to a given City Digital Sign pursuant to Section 4.3(a)(i) and Section 4.3(a)(ii) (the “**Installation Deadline**”), and accordingly the parties hereby agree that if the Contractor fails to install any City Digital Sign by the applicable Installation Deadline (except to the extent such date has been extended pursuant to Section 4.3(a), ~~or Section 12.5~~ or the Second Amendment or pursuant to a written directive by the City to delay the installation of, or not to install, a City Digital Sign), the City shall be entitled to recover from the Contractor as liquidated damages for such delay, and not as a penalty, the sum of \$250 per day for each City Digital Sign face that is not installed by the Installation Deadline. The City and the Contractor agree that such liquidated damages are not a penalty, but instead are a good faith and reasonable estimate of the damages and loss the City would suffer in the event the Contractor fails to install any City Digital Sign by the Installation Deadline. The liquidated damages shall be due and payable by the Contractor to the City upon demand. Any amounts paid as such liquidated damages shall be credited against the Contractor’s Guaranteed Annual Fee payment obligation.”

11. The Parties agree to value each Contractual Total Program Point (as such term is defined in Exhibit 2 of the Program Agreement, as amended) for the IDOT Review Signs at a value equal to \$100,732.25. To permit the reconciliation of amounts paid for Guaranteed Initial Fees and monetary valuation of each Category Coefficient for each IDOT Review Sign, Section 6.1(a)(i) “*Guaranteed Initial Fees.*” shall be amended and restated as follows:

“(i) *Guaranteed Initial Fees.* Upon the Contractor's receipt of all Required Governmental Approvals necessary for the installation of one or more City Digital Signs on a City Digital Sign Site, the Contractor shall from time to time pay to the City an initial license fee applicable to such site in an amount equal to the product of (A) a fraction, the numerator of which is the Category Coefficient (as defined in Exhibit 2) assigned to the value of the applicable sign face, as set forth on Exhibit 1C, and the denominator of which is one hundred eighty two (182), times (B) Twenty-Five Million and No/100 Dollars (\$25,000,000) (the “**Guaranteed Initial Fee(s)**”). However, the City and the Contractor agree when calculating amounts due for Guaranteed Initial Fees for any IDOT Review Signs which receive all Required Governmental Approvals (if any), each Contractual Total Program Point shall equal a value of \$100,732.25 and not the value specified in Exhibit 2 (e.g., if an IDOT Review Sign with a Category Coefficient is five (5), the Guaranteed Initial Fee due to the City for such City Digital Sign is five (5) multiplied by \$100,732.25 for a total fee of \$503,661.27) and as specified in Section 1(f) of this Second Amendment.

Such fees shall be paid from time to time within thirty (30) days of the final such Required Governmental Approval for a given site, subject to the paragraph below.

For purposes of clarity, if the originally contemplated sixty (60) City Digital Sign faces receive the Required Governmental Approvals, the Guaranteed Initial Fees shall total Twenty-Five Million and No/100 Dollars (\$25,000,000). In the event a City Digital Sign Site listed on Exhibit 1C as of the date hereof is subsequently eliminated and replaced in accordance with Section 4.3, the Guaranteed Initial Fees shall be adjusted based on the Category Coefficient assigned to the eliminated sign face(s) on such site and the Category Coefficient(s) assigned by the mutual agreement of the parties to the sign face(s) on the replacement site if such replacement sign face(s) grade is lower. If the Category Coefficient of the replacement sign face(s) is higher, however, the Guaranteed Initial Fees shall not be adjusted, but such additional Category Coefficient(s) may be used to offset any subsequent replacement sign face(s) that have lower Category Coefficients than the eliminated sign face(s). In no event shall the total Guaranteed Initial Fees exceed Twenty-Five Million and No/100 Dollars (\$25,000,000) even if the aggregate Category Coefficient value of the sign faces of the City Digital Network exceeds 182 points. See Exhibit 2 for examples demonstrating such calculations.

Notwithstanding the above paragraph, the Contractor shall not pay more than Fifteen Million and No/100 Dollars (\$15,000,000) to the City as Guaranteed Initial Fees in calendar year 2013, and shall pay the remaining Guaranteed Initial Fees in calendar year 2014 (assuming all Required Governmental Approvals for the City Digital Sign Sites have been approved by such date, or such later date as may be applicable based on the date of receipt of such Required Governmental Approvals).

12. To provide for the increase in points value of the City Digital Network due to the siting revisions undertaken by the Contractor and the City and the increased denominator used in the formula for calculating Guaranteed Annual Fees paid after this Second Amendment the aggregate value of the Category Coefficients of the City Digital Network shall utilize one hundred and ninety (190) points. To provide for this increased value used as the denominator in the formula calculating Guaranteed Annual Fees, Section 6.1(a)(ii) "*Guaranteed Annual Fees.*" shall be amended and restated as follows:

(ii) *Guaranteed Annual Fees.* For 2014 and each calendar year thereafter during the term of the Agreement (and any extension period, if applicable, with any such extension period Guaranteed Annual Fees to be mutually agreed to by the parties, but in no event less than \$10,000,000 per year, subject to the adjustments applicable to the Guaranteed Annual Fees during the initial term), the Contractor shall pay to the City the quarterly license fee payments in the amounts set forth in Exhibit 2 to this Agreement (the "**Guaranteed Annual Fee(s)**"), subject to the calculation described therein. The Guaranteed Annual Fees shall be paid in four, equal quarterly installments on the Quarterly Distribution Dates and shall be paid regardless of whether any Gross Revenues are received, except as expressly otherwise provided for under this Agreement. In the event a City Digital Sign listed on Exhibit 1C as of the date hereof is subsequently eliminated and replaced in accordance with Section 4.3, the Guaranteed Annual Fees shall be adjusted based on the Category Coefficient(s) assigned to the eliminated sign face(s) on such site and the Category

Coefficient(s) assigned by the mutual agreement of the parties to the sign face(s) on the replacement site if such replacement sign face(s) Category Coefficient is lower. If the Category Coefficient of the replacement sign face(s) is higher, however, the Guaranteed Annual Fees shall not be adjusted, but such additional Category Efficient points may be used to offset any subsequent replacement sign face(s) that have lower Category Coefficient points than the eliminated sign face(s). In no event shall the total Guaranteed Annual Fees exceed the total amounts listed on Exhibit 2. The denominator used to calculate the Guaranteed Annual Fees due after the date of the Second Amendment shall be increased to one hundred and ninety (190) pursuant to the Second Amendment.”

13. Exhibit 1C shall be amended to include the following sites, which descriptions do not reflect the City Digital Sign as installed or which locations do not appear on Exhibit 1C, as follows:

Site Number	Approximate Address	PIN	Rating
1	800 S Desplaines	Right of Way	A+
8	1802 W Bloomingdale	1451415033 1431415038	A+
40	3158 N Sawyer	Right of Way – PIN N/A	A
63	4114 W Irving Park Rd	1315423014	A+, A-
69	971 N Milwaukee	Right of Way – PIN N/A	A-

14. Exhibit 1D shall be amended and restated as follows:

“Exhibit 1D – Installation Schedule

Pursuant to Section 12.5 of this Agreement, the City pursuant to the First Amendment previously granted the Contractor an extension with respect to the dates set forth on this Exhibit 1D and the City and the Contractor have now agreed to reduce the City Digital Network to a minimum of fifty-one (51) faces and a maximum of fifty-six (56) faces. The dates specified in this Exhibit 1D for the Installation and Operation of the 1st sign face is March 2, 2014; the Installation and Operation of the 30th sign face is July 15, 2015; ~~and the Installation and Operation of the 60th sign face shall be prior to December 31, 2017.~~

Permit Application Date for the First Sign Face: 4/3/13
 Permit Application Date for the 30th Sign Face: 6/10/13

Permit Application Date for the 60th Sign Face: ~~9/18/13~~
 The Number of Months Between Receipt of all
 Required Governmental Approvals for a Sign Face
 and such Sign Face Becoming Operational: 4.25 months

 Date the First Sign Face will Become Operational: 03/02/14
 Date the 30th Sign Face will Become Operational: 07/15/15
 Date the 60th Sign Face will Become Operational: ~~4/8/14~~
Date by which any IDOT Review Signs for which all
Required Governmental Approval have been timely received
will become operational: 9/30/20

15. To amend and restate the “**Distribution and Gross Revenue Sharing Provisions**” Section of Exhibit 2 as follows:

“Guarantee Payments

The guaranteed payments by the Contractor to the City shall be composed of the Guaranteed Initial Fee and the Guaranteed Annual Fee as follows:

1. **Guaranteed Initial Fee¹:** Pursuant to Section 6.1(a)(i) of the Program Agreement, the City shall be paid Guaranteed Initial Fees up to, in aggregate, \$25 million. Such fees shall be paid to the City from time to time as Required Governmental Approvals are received. The Guaranteed Initial Fee payable with respect to a given Ad Panel (i.e., sign face) on an IDOT Review Sign shall be based on the category coefficient reflecting the commercial value of the Ad Panel (the “Category Coefficient”), as set forth in the table included below. The Guaranteed Initial Fee payable with respect to a given Ad Panel on any City Digital Sign other than an IDOT Review Sign shall be based on the Category Coefficient set forth in Exhibit 2 of the Agreement. Payment of the Guaranteed Initial Fees is subject to the limitation in the last paragraph of Section 6.1(a)(i).
2. **Guaranteed Annual Fee²:** Pursuant to Section 6.1(a)(ii) of the Program Agreement, the following guaranteed payments shall be made in quarterly installments in the calendar years and amounts set forth below.

<u>Calendar Year</u>	<u>Guaranteed Annual Fee²</u>
2014	\$2,400,000
2015	\$4,000,000
2016	\$4,000,000
2017	\$6,000,000
2018	\$8,000,000

2019	\$8,000,000
2020	\$8,000,000
2021	\$8,000,000
2022	\$8,000,000
2023	\$10,000,000
2024	\$10,000,000
2025	\$10,000,000
2026	\$10,000,000
2027	\$10,000,000
2028	\$10,000,000
2029	\$10,000,000
2030	\$10,000,000
2031	\$10,000,000
2032	\$10,000,000
2033	\$10,000,000
2034	\$10,000,000
2035	\$10,000,000
<u>June 2036</u>	<u>\$5,000,000</u>

Total Guaranteed Annual Fees²: \$189,400,000

¹ Guaranteed Initial Fee shall be recouped over a ~~five-year~~ nine-year period ending December 31, 2026 before revenue share calculation.

² Guaranteed Annual Fee will be adjusted on a monthly pro rata basis subject to the number and quality of faces that are permitted, constructed and operational. The Final Certificate will specify the value of the aggregate Category Coefficients of the City Digital Network as installed, which value is subject to review and approval by the City, in accordance with the terms and conditions of the Program Agreement, as amended and the Second Amendment.

16. To amend and restate the “**Guaranteed Payments Calculation**” Section of Exhibit 2 to account for the increase in point value of the City Digital Network due to the siting revisions undertaken by the Contractor and the City as follows:

“Guaranteed Payments Calculation

The Category Coefficient of each Ad Panel of the City Digital Network shall be valued as set forth in the table below. Based on the point value of each location for which Required Governmental Approvals are obtained, the total point value of the City Digital Network shall be determined (the “Contractual Total Program Points”). ~~In no event shall~~ Initially the denominator used in the Contractual Total

Program Points calculation used to determine the Guaranteed Initial Fee and the Guaranteed Annual Fees, as the case may be, ~~be less than~~ shall be 182, however, such denominator shall be increased to one-hundred and ninety (190) for Guaranteed Annual Fee payments made after the execution of the Second Amendment. ~~nor shall the Guaranteed Initial Fees be greater than \$25,000,000.~~ For the purpose of payment of the Guaranteed Initial Fee, each Contractual Total Program Point shall initially have a value equal to \$137,362.65 (i.e., 182 Contractual Total Program Points divided into \$25,000,000 in Guaranteed Initial Fees) and shall be \$100,732.25 for Guaranteed Initial Fees paid in connection with IDOT Review Signs which receive all Required Governmental Approvals after the execution of the Second Amendment.

Ad Panel Category	Category Coefficients/each Contractual Total Program Point	Initial Guaranteed Initial Fee	Guaranteed Initial Fee for IDOT Review Signs
A+	5	\$686,813.20	<u>\$503,661.27</u>
A	4	\$549,450.56	<u>\$402,929.01</u>
A-	3	\$412,087.92	<u>\$302,196.76</u>
B+	2	\$274,725.28	<u>\$201,464.51</u>
B	1	\$137,362.64	<u>\$100,732.25</u>

The Payment of the Guaranteed Initial Fees shall be made proportionately to the grant of Required Governmental Approvals for each Ad Panel with reference to the value of the Category Coefficient for each Ad Panel location. For example, if Required Governmental Approvals are obtained for a single Ad Panel that is not located on an IDOT Review Sign having a Category Coefficient of 1, a \$137,362.64 Guaranteed Initial Fee shall be payable with respect to such Ad Panel. If Required Governmental Approvals are obtained for two Ad Panels mounted on a single pole, with one face having a Category Coefficient of 5 and the other face having a Category Coefficient of 3, a \$1,098,901.12 Guaranteed Initial Fee shall be payable with respect such Ad Panels. Similarly, if Required Governmental Approvals are obtained for a single Ad Panel that is located on an IDOT Review Sign having a Category Coefficient of 1, a \$100,732.25 Guaranteed Initial Fee shall be payable with respect to such Ad Panel. If Required Governmental Approvals are obtained for two Ad Panels mounted on a single pole, with one face having a Category Coefficient of 5 and the other face having a Category Coefficient of 3, a \$805,858.03 Guaranteed Initial Fee shall be payable with respect such Ad Panels.

For purpose of payment of the Guaranteed Annual Fees, the scheduled Guaranteed Annual Fee set forth above for a given calendar year shall be adjusted to reflect the actual Contractual Total Program Points as of a given quarterly calculation date based on the number and Category Coefficients of the Ad Panels

that are installed and operational (or, under the Installation Schedule, as the same may have been adjusted, should have been installed and operational) as of such calculation date. For the purpose of this quarterly calculation, the quarterly payment shall be an amount equal to the product of (a) twenty-five percent (25%), times (b) the scheduled Guaranteed Annual Fee, times (c) a fraction, the numerator of which is the sum of the Category Coefficients assigned to the Ad Panels that are installed and operational (or should be, as described above), and the denominator of which is initially one hundred eighty two (182). As the point value of the City Digital Network has been increased due to siting revisions, the City and the Contractor have agreed that the denominator shall be recalculated to reflect the aggregate Category Coefficients of the City Digital Network and that such denominator shall be one-hundred and ninety (190) points, which revised denominator shall be used in calculations of Guaranteed Annual Fees (in place of one hundred eighty two (182)) that are payable after the execution of the Second Amendment.

17. To amend and restate footnote 3 of Section “**Distribution and Revenue Sharing Calculation Illustration**” of Exhibit 2 to permit the Guaranteed Initial Fee recovery to be extended:

“³Recovery of Guaranteed Initial Fees occurs only during the nine-year period ending December 31, 2026 and recovery a five-year period before revenue calculation. If Gross Revenues in a calendar year are insufficient to return to the Contractor the amount payable in a given calendar year, any such accrued and unpaid Guaranteed Initial Fees shall be paid as a priority return in the subsequent calendar year, together with such other Guaranteed Initial Fee recovery amounts and Capitalized Cost recovery amounts as may be payable.”

18. To amend and restate footnote 4 of Section “**Distribution and Revenue Sharing Calculation Illustration**” of Exhibit 2 to permit the Capitalized Cost recovery to be extended:

“⁴ Capitalized Costs, as defined in the Program Agreement (as, when, and to the extent occurred), shall be recouped only during the twelve-year period ending December 31, 2026 over an nine (9) year period prior to the distribution of Distributable Gross Revenues. If Gross Revenues in a calendar year are insufficient to return to the Contractor the amount payable in a given calendar year, any such accrued and unpaid Capitalized Cost shall be paid as a priority return in the subsequent calendar year, together with such other Guaranteed Initial Fee recovery amounts and Capitalized Cost recovery amounts as may be payable.”

19. The Recitals above constitute an integral part of the Program Agreement, as amended, and this Second Amendment, and are hereby incorporated by this reference with same force and effect as if fully set forth herein as the agreement of the City and Contractor.

20. All capitalized term not otherwise defined in this Second Amendment, have the meanings ascribed in the Program Agreement, as amended.

22. The First Amendment and this Second First Amendment are deemed incorporated into, and form a part of, the Program Agreement.

21. In the event that there is an inconsistency between this Second Amendment and any term or condition of the Program Agreement, as amended, this Second Amendment shall take precedence such that the intention agreed to between the Parties, as stated in the Recitals and Section 1 and Section 2, shall be implemented; provided, all other terms and conditions of the Program Agreement, as amended, thereto, remain the same.

[Signatures on the following pages]

SIGNED at Chicago, Illinois:

CITY OF CHICAGO,
an Illinois municipal corporation and
home rule unit of government

By: 

Carole Brown,
Chief Financial Officer

By: 

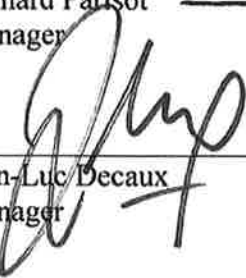
Rebekah Scheinfeld,
Commissioner
Department of Transportation

Approved as to form and legality:


Senior Counsel

INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company

By: 
Bernard Parisot
Manager

By: 
Jean-Luc Decaux
Manager

By: _____
Lars Skugstad
Manager

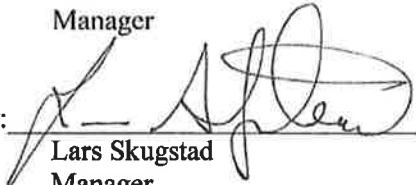
By: _____
John Foster
Manager

By: _____
Drew Katz
Manager

**INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company**

By: _____
Bernard Parisot
Manager

By: _____
Jean-Luc Decaux
Manager

By: _____

Lars Skugstad
Manager

By: _____
John Foster
Manager


By: _____
Drew Katz
Manager

**INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company**

By: _____
**Bernard Parisot
Manager**

By: _____
**Jean-Luc Decaux
Manager**

By: _____
**Lars Skugstad
Manager**

By: _____

**John Foster
Manager**

By: _____
**Drew Katz
Manager**


**INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company**

By: _____
**Bernard Parisot
Manager**

By: _____
**Jean-Luc Decaux
Manager**

By: _____
**Lars Skugstad
Manager**

By: _____
**John Foster
Manager**

By:  _____
**Drew Katz
Manager**

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard Parisot, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 7th, 2019.



Notary Public

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

CINDY SAMUEL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6047888
Qualified in Queens County
My Commission Expires: 11-29-22

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean-Luc Decaux, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 7th, 2019.



Notary Public

CINDY SAMUEL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6047888
Qualified in Queens County
My Commission Expires: 11-29-22

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Foster, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

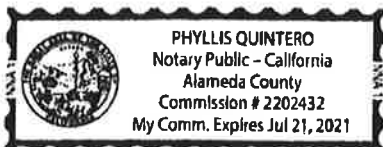
Given under my hand and notarial seal on _____, 2019.

Notary Public

STATE OF California)
) SS.
COUNTY OF Alameda)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lars Skugstad, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 6, 2019.



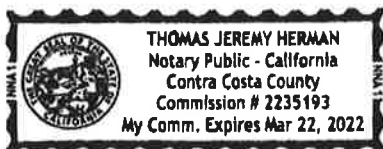
Phyllis Quintero
Notary Public

STATE OF _____)

STATE OF California)
) SS.
COUNTY OF Contra)
Costa

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Foster, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 6th, 2019.



A handwritten signature in black ink, appearing to be 'T. Herman', written over a horizontal line.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lars Skugstad, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2019.

Notary Public

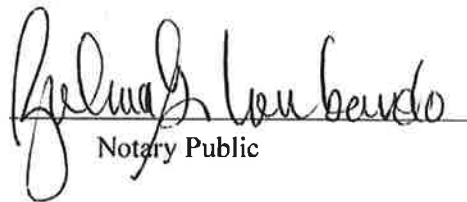
STATE OF _____)

COUNTY OF Camden) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Drew Katz, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on May 4, 2019.




Notary Public

[Instructions:

To be provided to the City of Chicago by Interstate JCDecaux, LLC under oath to confirm which sites have been approved by the Illinois Department of Transportation. Complete the text in square brackets and delete the brackets]

**Annex A
Form of First Certificate**

This First Certificate is provided to the City of Chicago by Interstate JCDecaux, LLC, to inform the City regarding the final approval by the Illinois Department of Transportation regarding the siting of the City Digital Network under the Coordinated City Digital Network Program Agreement, effective January 1, 2013 (the "Original Agreement", as amended by the First Amendment to the Coordinated City Digital Network Program Agreement, dated as of January 1, 2017 (the "First Amendment") and the Second Amendment to the Coordinated City Digital Network Program Agreement, dated as of April __, 2019 (the "Second Amendment" and collectively with the First Amendment and the Original Agreement, "Program Agreement"). As specified in the Second Amendment, the Contractor shall continue with the permitting of the sites listed below as approved by the Illinois Department of Transportation ("IDOT") until they receive all Required Governmental Approvals necessary for installation as a City Digital Sign or December 31, 2019, which comes first, and no other locations.

All capitalized terms not otherwise defined, have the meanings ascribed in the Program Agreement.

1. The following sites have been fully permitted/approved by the Illinois Department of Transportation and [additional permitting/approval by the City of Chicago is pending][no additional permitting/approvals are required, and the Final Certificate due pursuant to the Second Amendment will be submitted to the City as soon as possible]:

[Include if access approved by IDOT -- 735 West Harrison (referred to as Site 3), A+, Categorical Coefficient of 5]

[Include if approved by IDOT -- 1802 West Bloomingdale (referred to as Site 8), A+, Categorical Coefficient of 5]

[Include if approved by IDOT -- 4114 West Irving Park Road (referred to as Site 63), A+ (south face), A- (north face), Categorical Coefficient of 8]

[Include if approved by IDOT -- 971 North Milwaukee (referred to as Site 69), A- (north face), Categorical Coefficient of 3]

Total aggregated Categorical Coefficients of such sites: [X]

2. The number of signs approved by IDOT: [X]

The undersigned, _____, an Authorized Representative of Interstate JCDecaux, LLC, states that the information in this First Certificate is accurate and complete.

Name:
Title:

Sworn before me on this day _____ of _____, 2019.

(Notary Public Signature)
Name:

My Commission expires:

[Instructions:

To be provided to the City of Chicago by Interstate JCDecaux, LLC under oath to confirm final siting (and related details) of the City Digital Network. Complete the text in square brackets and delete the brackets]

Annex B

Form of Final Certificate

The City of Chicago and Interstate JCDecaux, LLC have entered into that certain Coordinated City Digital Network Program Agreement, effective January 1, 2013 (the "Original Agreement", as amended by the First Amendment to the Coordinated City Digital Network Program Agreement, dated as of January 1, 2017 (the "First Amendment") and the Second Amendment to the Coordinated City Digital Network Program Agreement, dated as of April __, 2019 (the "Second Amendment" and collectively with the First Amendment and the Original Agreement, "Program Agreement").

The undersigned, on behalf of Interstate JCDecaux, LLC, certify as follows:

All capitalized terms not otherwise defined, have the meanings ascribed in the Program Agreement.

1. The following sites have been fully permitted/approved by the City of Chicago and the Illinois Department of Transportation and shall be installed as part of the City Digital Network:

[Include if access approved by IDOT -- 735 West Harrison (referred to as Site 3), A+, Categorical Coefficient of 5]

[Include if approved by IDOT -- 1802 West Bloomingdale (referred to as Site 8), A+, Categorical Coefficient of 5]

[Include if approved by IDOT -- 4114 West Irving Park Road (referred to as Site 63), A+ (south face), A- (north face), Categorical Coefficient of 8]

[Include if approved by IDOT -- 971 North Milwaukee (referred to as Site 69), A- (north face), Categorical Coefficient of 3]

Total aggregated Categorical Coefficients of such sites: [X]

2. Total aggregate Categorical Coefficients of the City Digital Network which shall be utilized as the Contractual Total Program Points: [160+ X]

3. The final number of signs in the City Digital Network [Number]

4. Attachment 2 includes an accounting, based upon the aggregate Categorical Coefficient of the City Digital Network to be installed for amounts due and payable (if any) to the City, and calculating (a) all amounts previously paid and all City Digital Signs previously installed and (b) to be installed to complete the City Digital Network, and (c) utilizing one hundred and ninety (190) as the denominator for the formula required for calculating Guaranteed Annual Fees for each of the totals for

- (i) Guaranteed Initial Fees, and
- (ii) Guaranteed Annual Fees

- 5. Total amount required to be paid to the City by the Contractor as a threshold value for the Contractor to meet Satisfactory Performance [Amount]
- 6. Total Guaranteed Initial Fees due to the City for City Digital Network: [Amount]
- 7. Total Guaranty due to the City for Guaranteed Annual Fees for the Term [Amount]
- 8. Capitalized Cost Information for the City Digital Network:
 - a. Total Capitalized Costs of the City Digital Network: [Amount]
 - b. Total Capitalized Costs Recovered: [Amount]

[signatures on pages following Attachment 1]

Attachment 1 to Final Certificate

The following sets out an accounting, based upon the aggregate Categorical Coefficient of amounts due and payable (if any) to the City for Guaranteed Initial Fees, of all amounts previously paid and all City Digital Signs previously installed and to be installed to complete the City Digital Network.

[Insert accounting with list of final sites installed and to be installed]

The undersigned, each being a duly appointed Manager of the Board of Managers of Interstate JCDecaux, LLC, each states that the information in this Final Certificate is accurate and complete.

INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company

By: _____
Manager

By: _____
Manager

By: _____
Manager

By: _____
Manager

By: _____
Manager

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Foster, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2019.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lars Skugstad, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2019.

Notary Public

STATE OF _____)
) SS.

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Drew Katz, in his capacity as a Manager of Interstate JCDecaux, LLC, a Delaware limited liability company (the "Company") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Manager he signed and delivered the foregoing instrument pursuant to authority given the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 2019.

Notary Public

Appendix 1 To the Second Amendment

**Capitalized Cost Information
in Compliance with Section 2.1 of the Program Agreement, as amended**

<i>Site Number - (Address)</i>	<i>Total Itemized Capitalized Cost for Site</i>	<i>Number of Digital Displays</i>	<i>Date Binder Certified and Provided to the City</i>
1 - (712 W Polk)	\$ 1,074,279.45	1	2018-05-31
2 - (W Hubbard & Peoria)	\$ 923,256.75	1	2015-12-14
5 - (800 S Desplaines)	\$ 1,328,515.59	2	2014-08-11
6 - (515 W Congress)	\$ 857,082.11	1	2015-09-23
7 - (609 W Congress)	\$ 928,386.59	1	2015-09-23
9 - (S Union & W 21st)	\$ 1,847,632.98	2	2015-05-06
11 - (3019 S Lowe Ave)	\$ 2,036,253.04	3	2014-10-29
12 - (900' S/O W Division)	\$ 1,770,774.18	2	2015-12-23
14 - (I-94 And Elston)	\$ 1,472,573.35	2	2016-07-19
15 - (I-90 & N Menard)	\$ 883,836.28	1	2014-12-03
16 - (I-90 & N Austin)	\$ 842,327.19	1	2014-12-03
18 - (S State & I-55)	\$ 709,345.56	1	2016-07-26
19 - (4840 W Sunnyside)	\$ 756,056.34	1	2014-08-11
20 - (4639 N Lamont Ave)	\$ 1,324,236.95	1	2018-10-15
21 - (S Wabash @ 24th)	\$ 745,375.82	1	2016-12-20
23 - (3150 W Harrison)	\$ 1,594,631.56	2	2014-10-29
24 - (S Central & Flournoy)	\$ 822,589.75	1	2015-02-18
25 - (Flournoy & S. Lavergne)	\$ 1,424,958.49	2	2015-07-15
27 - (1748 W Armitage Ave)	\$ 1,103,502.63	2	2017-02-11
28 - (S Wentworth & 29th)	\$ 1,416,550.69	2	2015-12-14
30 - (S Robinson & S Archer)	\$ 782,019.71	1	2015-06-30
31 - (S Green & S Archer)	\$ 1,587,078.48	2	2015-06-30
32 - (S Archer & S Broad)	\$ 1,179,354.59	2	2015-02-03
33 - (5101 S Wentworth)	\$ 1,290,432.78	2	2015-02-03
34 - (S Doty South of 115th)	\$ 1,342,233.61	2	2015-12-02
35 - (W Cortland & N Paulina)	\$ 1,895,308.80	2	2015-02-03
38 - (24th & Wallace)	\$ 887,608.64	1	2015-02-18
40 - (3154 N Sawyer)	\$ 1,055,865.63	1	2018-07-03
45 - (Dan Ryan s/o W 36th St)	\$ 1,287,568.21	2	2015-12-02
53 - (Kennedy at Division)	\$ 1,689,890.32	2	2015-09-09
55 - (Dan Ryan s/o Cermak)	\$ 1,413,885.61	2	2015-12-02
57 - (Eisenhower 5. mi e/o Western)	\$ 1,532,172.63	2	2015-11-10
Global Costs*	\$ 2,114,433.56	N/A	Allocated on-going basis
Total	\$ 41,920,017.87		

** Monies attributable to the program and not to a specific site, including but not limited to permitting advisors, design and engineering expenses*

Appendix 2 to the Second Amendment

**Installation and Refurbishment Schedule of City Digital Network
in accordance with to Section 3.21 and Section 5.1 (listed in order of installation)**

<i>Site Number - (Address)</i>	<i>Activation Date</i>	<i>Inspection Deadline for First Refurbishment</i>	<i>Refurbishment Deadline if Inspection Finds Refurbishment May be Extended One Year</i>
5 - (800 S Desplaines)	2-Mar-2014	2-Sep-2022	2-Mar-2024
23 - (3150 W Harrison)	22-May-2014	22-Nov-2022	22-May-2024
11 - (3019 S Lowe Ave)	16-May-2014	16-Nov-2022	16-May-2024
19 - (4840 W Sunnyside)	9-Jun-2014	9-Dec-2022	9-Jun-2024
15 - (I-90 & N Menard)	13-Aug-2014	13-Feb-2023	13-Aug-2024
16 - (I-90 & N Austin)	18-Sep-2014	18-Mar-2023	18-Sep-2024
33 - (5101 S Wentworth)	22-Sep-2014	22-Mar-2023	22-Sep-2024
35 - (W Cortland & N Paulina)	23-Oct-2014	23-Apr-2023	23-Oct-2024
38 - (24th & Wallace)	18-Nov-2014	18-May-2023	18-Nov-2024
24 - (S Central & Flournoy)	27-Oct-2014	27-Apr-2023	27-Oct-2024
30 - (S Robinson & S Archer)	6-Nov-2014	6-May-2023	6-Nov-2024
32 - (S Archer & S Broad)	25-Nov-2014	25-May-2023	25-Nov-2024
9 - (S Union & W 21st)	15-Dec-2014	15-Jun-2023	15-Dec-2024
31 - (S Green & S Archer)	22-Apr-2015	22-Oct-2023	22-Apr-2025
25 - (Flournoy & S. Lavergne)	29-Apr-2015	29-Oct-2023	29-Apr-2025
53 - (Kennedy at Division)	19-May-2015	19-Nov-2023	19-May-2025
7 - (609 W Congress)	29-May-2015	29-Nov-2023	29-May-2025
6 - (515 W Congress)	11-Jun-2015	11-Dec-2023	11-Jun-2025
57 - (Eisenhower 5m e/o Western)	1-Jul-2015	1-Jan-2024	1-Jul-2025
45 - (Dan Ryan s/o W 36th St)	15-Jul-2015	15-Jan-2024	15-Jul-2025
34 - (S Doty South of 115th)	24-Jul-2015	24-Jan-2024	24-Jul-2025
55 - (Dan Ryan s/o Cermak)	11-Aug-2015	11-Feb-2024	11-Aug-2025
28 - (S Wentworth & 29th)	13-Aug-2015	13-Feb-2024	13-Aug-2025
2 - (W Hubbard & Peoria)	17-Sep-2015	17-Mar-2024	17-Sep-2025
12 - (900' S/O W Division)	30-Sep-2015	30-Mar-2024	30-Sep-2025
14 - (I-94 And Elston) - N Face	3-Mar-2016	3-Sep-2024	3-Mar-2026
14 - (I-94 And Elston) - S Face	13-May-2016	13-Nov-2024	13-May-2026
21 - (S Wabash @ 24th)	20-May-2016	20-Nov-2024	20-May-2026
18 - (S State & I-55)	27-May-2016	27-Nov-2024	27-May-2026
27 - (1748 W Armitage Ave)	11-Oct-2016	11-Apr-2025	11-Oct-2026
1 - (712 W Polk)	7-Feb-2018	7-Aug-2026	7-Feb-2028
40 - (3154 N Sawyer)	9-Mar-2018	9-Sep-2026	9-Mar-2028
20 - (4639 N Lamont Ave)	4-Jul-2018	4-Jan-2027	4-Jul-2028