EXECUTION COPY

FIRST AMENDMENT TO THE COORDINATED CITY DIGITAL SIGN PROGRAM AGREEMENT

This First Amendment to the Coordinated City Digital Sign Program Agreement effective 1st day of January, 2017 is entered into as of December 30, 2016 (the "**First 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.

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, subsequent to the Program Agreement's Commencement Date, the Contractor 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 60 sign faces of the City Digital Network; and

WHEREAS, notwithstanding the Parties' good faith efforts to meet the Program Agreement requirements, unanticipated and unforeseeable circumstances ("Unforeseeable Circumstances"), such as weather delays, a necessary change in law that required passage of Public Act 098-0056, which amended the Illinois Highway Advertising Control Act of 1971, and governmental approval delays in issuing the Required Governmental Approvals impacted the Contractor's timely installation and operation of the City Digital Network signs in accordance with the Program Agreement's City Digital Network sign installation schedules set forth in Exhibit 1D in the Program Agreement; and

WHEREAS, such Unforeseeable Circumstances were "Excusable Events" under the Terms and Conditions of the Program Agreement that impacted the installation schedule and other terms and conditions of the Program Agreement and therefore the City allowed for adjustments in the schedule for the Contractor's performance of the City Digital Network sign installation and operation of the City Digital Network signs through a written extension of time for the Contractor's continued performance of the City Digital Network sign installation and operation of the City Digital Network signs pursuant to the terms of the Program Agreement; and

WHEREAS, since the Commencement Date, forty-eight (48) of the sixty (60) sign faces have been installed, are operational and generating revenue; and

WHEREAS, the City and the Contractor desire to amend the Program Agreement to bring current and adjust the installation schedules for the remaining twelve (12) sign faces and update the other applicable terms and conditions of the Program Agreement so that the purposes and the objectives of the Program Agreement at the Commencement shall be realized in the manner intended when the parties executed the Program Agreement; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Program Agreement.

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

INCORPORATION OF RECITALS

The Recitals above constitute an integral part of the Program Agreement and this First 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.

AMENDMENTS TO THE PROGRAM AGREEMENT

1. Section 2.1 "Definitions" shall be amended as follows:

a. The definition of "Aggregate Capitalized Costs Cap" shall be added to the "Definitions" and defined as:

"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 5th sentence of the definition of **"Capitalized Costs"** shall be deleted and replaced with the following sentence:

> "In no event shall the Capitalized Costs for the 60 sign face network contemplated in this Agreement exceed Forty Million and No/100 Dollars ($40,000,000) in the aggregate ("Aggregate Capitalized Costs Cap")."

c. The 6th sentence of the definition of "Capitalized Costs" shall be deleted in its entirety.

d. The 12th sentence of the definition of "Capitalized Costs" shall be deleted in its entirety.

e. The definition of **"City Share of Gross Revenues"** shall be deleted in its entirety and replaced with:

> "**City Share of Gross Revenues**" shall mean the distributions payable to the City pursuant to Exhibit 2 to this First Amendment , and the other terms and conditions hereof, as applicable from time to time, after the prior payment to the City of the Guaranteed Initial Fee(s) and the Guaranteed Annual Fee(s) but taking into account the prior payment of the scheduled Guaranteed Annual Fees in connection with the annual reconciliation described in Section 6.1(a)(iv) hereof applicable to the determination of the City Share of Gross Revenues.

As noted in Exhibit 2, the $28,500,000 sharing threshold, at which the City's 50% sharing in Distributable Gross Revenues (as provided for under Exhibit 2) declines to a 40% sharing in Distributable Gross Revenues, and the $33,500,000 sharing threshold, at which the City's 40% sharing in Gross Revenues declines to a 30% sharing in Gross Revenues, are further subject to adjustment as follows:

(i) there shall be no adjustment to such sharing threshold amounts until Distributable Gross Revenues exceed $28,500,000;

(ii) once such Distributable Gross Revenues exceed $28,500,000, then, starting with the year in which such threshold is exceeded, the following analysis shall occur each year:

(a) if the Gross Revenues for such year increased by 3.5% or more over the prior year's Gross Revenues, the sharing threshold amounts applicable to such year shall increase by 1.75% (non-compounded, i.e., always $498,750) with both the $28,500,000 sharing threshold and the $33,500,000 sharing threshold increasing, so that such thresholds always remain $5,000,0000 apart;

(b) if the Gross Revenues for such year decrease by 3.5% or more over the prior year's Gross Revenues, the sharing threshold amounts applicable to such year shall decrease by 1.75% (non-compounded, i.e., always $498,750) with both the $28,500,000 sharing threshold and the $33,500,000 sharing threshold, as the same may have been previously adjusted, decreasing, so that such thresholds always remain $5,000,000 apart, provided, however, that in no event shall such sharing thresholds ever decrease below the starting $28,500,000 and $33,500,000 levels; and

(c) if the Gross Revenues for such year declined by less than 3.50% and increased by less than 3.50% over the prior year's Gross Revenues, the sharing threshold amounts shall remain unchanged.

The above sharing threshold adjustments shall occur so long as the City continues to honor the City Digital Sign Exclusivity Provision in Section 4.6(a)(i) on and after January 1, 2024. The intent of the adjustments provided for above is not to extend the exclusivity provision beyond January 1, 2024, but to provide additional compensation to the City in the event that the City voluntarily elects to honor such exclusivity provision after the January 1, 2024 expiration date (the City having no legal obligation under this Agreement to do so). If the City does not elect to continue to honor such exclusivity provision after such expiration date (i.e., it enters into an agreement which, if entered into prior to January 1, 2024, would have violated the City Digital Sign Exclusivity Provision), the sharing threshold adjustments described above shall cease, and the sharing threshold amounts shall remain fixed as of the date that a digital sign that is inconsistent with such exclusivity provision becomes operational."

f. The definition of "**Satisfactory Performance**" shall be amended as follows:

(i) to provide for the reset of time due to the occurrence of Unforeseeable Circumstances considered Excusable Events by replacing the time period "2016-2030" with "2016-2034" each time it is referenced in such definition; and

(ii) to provide for the increase in the revenue to the City by replacing the amount "One Hundred Fifty-Five Million Four Hundred Thousand and No/100 Dollars ($155,400,000)" with "One Hundred Eighty–Nine Million Four Hundred Thousand and No/100 Dollars ($189,400,000)".

2. The 3rd paragraph of Section 3.5 "Site and Local Physical Conditions" shall be deleted in its entirety and replaced with:

"After the Contractor files the report described in Section 3.5 above, the parties shall mutually determine in writing whether to eliminate the site and install the City Digital Sign at an alternate location listed on Exhibit 1C, taking into account the distribution needs for the City Digital Network, or a replacement site, or to install the City Digital Sign at the original location. Any replacement site shall be selected in accordance with Section 4.3(a)(iv), subject to authorization by the CFO."

3. The 4th paragraph of Section 3.5 "**Site and Local Physical Conditions**" shall be deleted in its entirety and replaced with:

"If the parties agree to proceed with the installation of the City Digital Sign at the original location, then the difference between the Contractor's actual and reasonable costs of installing such City Digital Sign and 115% of the Contractor's budgeted cost of installing such City Digital Sign, as reasonably determined by the City in writing, shall be added to the Capitalized Cost. The Contractor must forward copies of all records evidencing the cost of the installation of such City Digital Sign to the City upon request."

4. Section 3.15 "**Minority and Women's Business Enterprises Commitment.**" shall be amended to provide for the use of MBE/WBE Utilization Reports to provide for the documentation of amounts spent by the Contractor with MBEs and WBEs. In the first paragraph of Section 3.15 the words "Schedules C-1 and D-1" shall be deleted in the 4th sentence and the words "Schedules C and D" shall be deleted in the 3rd, 5th, 6th, 7th, 8th and 9th sentences and, in each instance, replaced with the words "MBE/WBE Utilization Reports, in the form approved by the Chief Procurement Officer.

5. The 1st sentence of Section 3.20 "**Affiliate Guaranty**." shall be deleted and replaced with:

"3.20 **Affiliate Guaranty**. Simultaneously with the execution of this First Amendment, 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 (a) the remaining unpaid Guaranteed Initial Fees, which as of the date of this Amendment, may be a maximum of Two Million and No/100 Dollars ($2,000,000), and (b) the Guaranteed Annual Fees, as and when payable in accordance with Exhibit 2, up to a maximum of One Hundred Eighty-Nine Million Four Hundred Thousand and No/100 Dollars ($189,400,000)."

6. The last paragraph of Section 3.21 "**Required City Digital Sign Refurbishment and Upgrade.**" shall be amended to read as follows:

"The refurbishments and upgrades shall be done on a rolling basis, taking into account the installation date and performance of a given City Digital Sign, so long as all such refurbishments and upgrades are done no later than ten (10) years from the date of the installation of such sign. For example, a sign installed in 2014 shall be refurbished and upgraded no later than in 2024."

7. Section 4.3(a) shall be amended to read as follows:

"**4.3 Installation of City Digital Signs.**

(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 for 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 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 1C, 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 a nine (9) 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 concerns; (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 1C.

(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.

(vi) 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 First Amendment, or other ordinances passed after the date of this Agreement.

(vii) 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, this First Amendment, or other ordinances passed after the date of this Agreement.

(viii) The Complete Sign Permit Application dates established pursuant to Section 4.3(a)(i), Section 4.3(a)(ii) and Exhibit 1D 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)."

8. Section 4.3(c) shall be amended to read as follows:

"(c) Additional City Digital Sign Sites. The CFO and the Contractor may amend Exhibit 1C in accordance with the City Digital Sign Ordinances and Section 13.5 to add additional City Digital Sign Sites, so as to achieve a 60 sign face network so long as such sites and the City Digital Signs to be constructed thereon meet the requirements for a "City Digital Sign" as permitted under the City Digital Sign Ordinances."

9. The 3rd sentence of Subsection 4.4(a) "**Electricity for City Digital Signs**" shall be deleted in its entirety.

10. The last sentence of Subsection 4.4(a) "**Electricity for City Digital Signs**" shall be amended to read as follows:

> "The Contractor will be responsible for the installation cost (including backup power sources and separate metering) and ongoing cost of electricity for the City Digital Signs."

11. Subsection 4.6(a) "**Grant of Right.**" shall be amended to provide for the reset of time due to the occurrence of Unforeseeable Circumstances considered Excusable Events by replacing the date "January 1, 2020" with "January 1, 2024 and "July 1, 2020" with "July 1, 2024".

12. Section 5.1 **"Term of Performance."** shall be amended as follows:

(i) to provide for the reset of time due to the occurrence of the Unforeseeable Circumstances considered Excusable Events, to replace the date "December 31, 2032" with "December 31, 2036" and replace the date "December 31, 2033" with "December 31, 2037"; and

(ii) The first paragraph of Section 5.1 shall be amended to add the following as the seventh sentence in that first paragraph:

> "In the event substantial refurbishment and upgrade does not occur by time determined under this Section 5.1, Section 5.3, and Exhibit 1E "Maintenance and Operation Standards", the City's Share of Gross Revenues shall be increased to seventy-five percent (75%) of Gross Revenues until such substantial refurbishment and upgrade has been completed as to all City Digital Signs, at which time the priority distribution and sharing percentages set forth on Exhibit 2 shall then apply."

13. Subsection 5.2(c) "**Liquidated Damages for Delay.**" shall be amended to correct an incorrect reference, to replace the reference to Exhibit 1C with the Exhibit 1D.

14. Section 5.3 shall be amended to read as follows:

"5.3 Agreement Extension Option; City Termination Right." If the CFO reasonably determines there has been Satisfactory Performance by the Contractor, and the Contractor provides evidence of readily available funds sufficient to pay for a second refurbishment and upgrade of the City Digital Signs at the start of such extension period in an amount not less than One Hundred Thousand and No/100 Dollars ($100,000) per sign face, the CFO shall, upon the Contractor's written request, extend the original term of this Agreement (as described in Section 5.1 above) for one additional nine-year period under the same terms and conditions as those set forth in this original Agreement, (but without any one-year extension period at the end of such extension period), except as otherwise provided in this Agreement, by notice in writing to the Contractor. If the CFO reasonably determines

there has not been Satisfactory Performance, the CFO may, nonetheless extend the term of this Agreement under such terms and conditions as the CFO deems necessary or appropriate. Subject to the two one-year extension periods provided for in Section 5.1, under no circumstances shall the original term (as described in Section 5.1 above) of the Agreement be extended for more than one nine-year period. If applicable, the contractor shall request such extension by December 31, 2035. Upon receipt of such notice, the CFO shall confirm her reasonable determination as to such Satisfactory Performance, or in the alternative, shall cite the basis for finding no such Satisfactory Performance. If the CFO confirms such agreement, then the Contractor must provide to the CFO within 45 days Payment and Performance Bonds reasonably acceptable to the City which satisfy the requirements of Section 3.19 and secure the performance of all then-existent Bonded Obligations, if any, for a period of no less than one year (or as otherwise required pursuant to Section 3.19) after the beginning of the extension period and cover all liabilities of the Contractor arising during such period, unless such Payment and Performance Bonds are already on deposit with the CFO. If the Contractor does not provide the Payment and Performance Bonds required by the preceding sentence within such 45-day period, the CFO may in her sole discretion revoke her decision to extend the term. After notification by the CFO of a decision to extend the term and receipt of the required Payment and Performance Bonds, this Agreement will be administratively amended to reflect such time extension. Refurbishment and upgrade costs for such second sign turn, which shall not be less than One Hundred Thousand and No/100 Dollars ($100,000), on a rolling basis, per sign face shall again be subject to recovery in accordance with the distribution provisions of Exhibit 2 in the same manner as the initial Capitalized Costs distribution provisions only, not the Aggregate Capitalized Costs Cap.

Notwithstanding the foregoing, after December 31, 2035 (or December 31, 2036, if a one-year extension has been previously granted), and notwithstanding the Contractor's Satisfactory Performance, the CFO shall have a one-time option to terminate this Agreement without cause for any reason, in the CFO's sole discretion, by written notice to Contractor delivered no later than June 30, 2036 (or June 30, 2037, if applicable) ("City's Termination Notice"). Upon such notice, the term of the Agreement shall expire on December 31, 2036 (or December 31, 2037, if applicable) and the Contractor shall fulfill its surrender obligations in accordance with the applicable provisions of this Agreement. In the event of any such early termination by the City under this paragraph, the City shall pay to Contractor a special termination payment in an amount equal to the sum of: (i) a sum equal to the Capitalized Costs not previously recovered by the Contractor pursuant to the distribution provisions of Exhibit 2; plus (ii) a sum equal to the Distributable Gross Revenues paid to the Contractor with respect to calendar year 2035 (i.e., taking into account the distribution provisions of Exhibit 2 and any required "true up" reconciliation adjustments required with respect to such calendar year). The City shall remit such special termination payment to the Contractor on or before December 31, 2036, (or December 31, 2037, if applicable). The special termination payment shall be in addition to the Contractor's Share of Gross Revenues distribution payable with respect to such calendar year pursuant to Exhibit 2."

15. The first paragraph of Section 5.3 shall be amended as follows:

(i) to delete the 4th sentence of the section and replace it with the following:

"If applicable, the Contractor shall request such extension by December 31, 2035."

(ii) to add the following sentence at the end of the first paragraph:

"In the event substantial refurbishment and upgrade does not occur by time determined under Section 5.1, this Section 5.3, and Exhibit 1E "**Maintenance and Operation Standards**", the City's Share of Gross Revenues shall be increased to seventy-five percent (75%) of Gross Revenues until such substantial refurbishment and upgrade has been completed as to all City Digital Signs, at which time the priority distribution and sharing percentages set forth on Exhibit 2 shall then apply."

16. The last sentence of the first paragraph of Section 5.3 "**Agreement Extension Option; City Termination Right**." shall be amended to read as follows:

"Refurbishment and upgrade costs for such second sign turn, which shall not be less than One Hundred Thousand and No/100 Dollars ($100,000) per sign face, on a rolling basis, shall again be subject to recovery in accordance with the distribution provisions of Exhibit 2 in the same manner as the initial Capitalized Costs distribution provisions only, not the Aggregate Capitalized Costs Cap."

17. Subsection 6.1(a)(v) "***Additional Payment.***" shall be amended to include the State of California as an "Other CDN Agreement" and to provide for the reset of time due to the occurrence of Unforeseeable Circumstances considered Excusable Events as follows:

(i) to replace "2013, 2014 or 2015" with "2013 through 2019", each time such dates are referenced; and

(ii) the last sentence of the first paragraph shall be amended to delete the reference to the State of California.

18. Subsection 10.4(e) "**Business Relationships.**" shall be amended to correct the last sentence to read as follows:

"Contractor hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

19. The first paragraph of Section 12.5 "**Excusable Events and Schedule and Fee Adjustments**." shall be amended to correct an incorrect reference to replace the reference to Exhibit 1C with the Exhibit 1D.

20. Section 13.5 **"Amendments."** shall be amended to read as follows:

"13.5 Amendments. The CFO and Commissioner of CDOT shall jointly have the authority to execute, change, amend, modify or discharge this Agreement, or any part thereof, from time to time, in writing and approved as to form and legality by the Corporation Counsel, and signed by the Contractor. The CFO and the Commissioner of CDOT shall jointly have the authority to amend the Exhibits to this Agreement from time to time (other than Exhibit 1B, the amendment of which would require a further text amendment to the Zoning Ordinance) with regard to the final siting, installation, and operation of the City Digital Signs, so long as such amendments are materially consistent with the terms and conditions of this Agreement. "

21. Section 13.16 "**Shakman Accord.**" shall be deleted in its entirety and replaced with the following provisions:

"2014 City Hiring Plan.

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual

political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of subparagraph (ii) above, or advocating a violation of subparagraph (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by the OIG."

22. Exhibit 1D shall be amended to reflect the Excusable Events and replaced with the following:

"Pursuant to Section 12.5 of this Agreement, the City granted the Contractor an extension with respect to the dates set forth on this Exhibit 1D in relation to the Unforeseeable Circumstances considered Excusable Events. 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".

23. Exhibit 1E "**Maintenance and Operations Standards**" shall be amended under "Maintenance and Operation Standards Applicable to All City Digital Signs" at the fifth paragraph which shall be amended to delete all references to Section 21 and replace such references with "Sections 5.1 and 5.3".

24. Exhibit 2 "**Distribution and Gross Revenue Sharing Provisions**" shall be amended in part as follows and the balance of Exhibit 2 shall remain unchanged:

"*Guarantee Payments – 2. Guaranteed Annual Fee*" shall be amended to increase the guaranteed amounts paid to the City and to provide for the reset due to the Unforeseeable Circumstances considered Excusable Events, as follows:

(i) by replacing the "Total Guaranteed Annual Fees" amount "$155,400,000" with "$189,400,000"; and

(ii) the amounts listed under the "Guaranteed Annual Fee" column heading shall be amended for year 2016 to be $4,000,000; for year 2018 to be $6,000,000; for the year 2022 to be $8,000,000; for years 2023 to 2035 to be $10,000,000; and the last line of the chart referencing June 2036 to be $5,000,000, all reflected as per the following:

"Calendar Year Guaranteed Payments to City

2014	$ 2,400,000
2015	$ 4,000,000
2016	$ 4,000,000
2017	$ 6,000,000
2018	$ 6,000,000
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
June 2036	$ 5,000,000

Total Guaranteed Annual Fees $189,400,000"

(iii) *"Percentage Amount Revenue Sharing Band Threshold for Percentage Amounts[5]"* shall be amended to increase the guaranteed amounts paid to the City and to provide for the reset due to the Unforeseeable Circumstances considered Excusable Events, as follows:

"50%	Distributable Gross Revenues up to $28.5 million
40%	Distributable Gross Revenues between $28.5 million and $33.5 million
30%	Distributable Gross Revenues greater than $33.5 million"

(iv) *"Distribution and Revenue Sharing Calculation Illustration"* and accompanying footnotes shall be amended to provide for the increased guaranteed payments to the City with the City Share of Gross Revenues for the years 2013 to June 2036:

Calendar Year	Annual Gross Revenues	Guaranteed Payments to City	Capitalized Cost Recovery[4]	Guaranteed Initial Fee Recovery[3]	Distributable Gross Revenues[7]	City Share of Gross Revenues[7]
2013	---	$15,000,000[6]	---	---	---	----
2014	$2,324,000	$12,400,000[6]	---	---	$2,324,000	$1,162,000
2015	$9,557,000	$4,000,000	$2,600,000	---	$6,957,000	$3,478,500
2016	$13,000,000	$4,000,000	$3,000,000	---	$10,000,000	$5,000,000
2017	$15,000,000	$6,000,000	$5,000,000	---	$10,000,000	$5,000,000
2018	$22,000,000	$6,000,000	$5,000,000	$5,000,000	$12,000,000	$6,000,000
2019	$25,000,000	$8,000,000	$5,000,000	$5,000,000	$15,000,000	$7,500,000
2020	$28,000,000	$8,000,000	$5,000,000	$5,000,000	$18,000,000	$9,000,000
2021	$31,000,000	$8,000,000	$5,000,000	$5,000,000	$21,000,000	$10,500,000
2022	$32,085,000	$8,000,000	$5,000,000	$5,000,000	$22,085,000	$11,042,500
2023	$33,207,975	$10,000,000	$4,400,000		$28,807,975	$14,373,190
2024	$34,370,254	$10,000,000	---		$34,370,254	$16,511,076
2025	$35,573,213	$10,000,000	---		$35,573,213	$16,871,964
2026	$36,818,275	$10,000,000	---		$36,818,275	$17,245,482
2027	$38,106,915	$10,000,000	$1,514,000		$36,592,915	$17,177,874
2028	$39,440,657	$10,000,000	$2,034,000		$37,406,657	$17,421,997
2029	$40,821,080	$10,000,000	$2,034,000		$38,787,080	$17,836,124
2030	$42,249,818	$10,000,000	$2,034,000		$40,215,818	$18,264,745
2031	$43,728,562	$10,000,000	$2,034,000		$41,694,562	$18,708,368
2032	$45,259,061	$10,000,000	$2,034,000		$43,225,061	$19,167,518
2033	$46,843,128	$10,000,000	$2,034,000		$44,809,128	$19,642,738
2034	$48,482,638	$10,000,000	$ 520,000		$47,962,638	$20,588,791
2035	$50,179,530	$10,000,000	---		$50,179,530	$21,253,859
June 2036	$25,967,907	$ 5,000,000	---		$25,967,907	$12,544,883
		Guaranteed Payments6			Total City Share of Gross Revenues7	
Totals7 to the City:			$214,400,000		$306,291,608	

(v) Footnote 4 is amended by replacing the term "eight-year period" with the term "nine (9) year period";

(vi) Footnote 6 is amended by replacing the term "twenty years" with the term "twenty-four" years.

25. Exhibit 9 shall be amended to provide for the amended Exhibit as agreed between the parties, to replace the current column headings with the following:

"Display Face Number", "Ad Panel Category", "Sign Face Information", "Contract Duration", "Contract $ Amount", "Quarter End Payment Date" and "Annual Limitation on Client Y/N".

26. Exhibit 11 "**Contractor's Advertising Policy**" shall be amended to reflect changes to item 11 and adds item 13 on the list of Advertising Standards as follows:

"11. Advocates imminent lawlessness or violent action, or contains graphic depictions of violence, including gang symbols, signs or actions."

"13. Promotes, depicts or supports illegal drugs or the use of illegal drugs."

27. Exhibit 12 "**Form of Guaranty**" shall be amended to delete the Schedule of Guaranteed Annual Fees as listed and replace the following as the list of Schedule of Guaranteed Annual Fees and a new updated Guaranty shall be executed and delivered to the City:

"2014	$ 2,400,000
2015	$ 4,000,000
2016	$ 4,000,000
2017	$ 6,000,000
2018	$ 6,000,000
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
June 2036	$ 5,000,000
Total Guaranteed Annual Fees	$189,400,000"

28. Appendix A hereto includes: (1) the form of MBE/WBE Utilization Reports, as approved by the Chief Procurement Officer, for Assembly and Installation; and (2) the form of MBE/WBE Utilization Report for Maintenance and Dismantling when there is no Outsourced Amounts.

Except as modified by this First Amendment, all other terms and conditions of the Program Agreement, including the Exhibits 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:

_____
Corporation Counsel

INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company

By:_____
Manager

By:_____
Manager

By:_____
Manager

By:_____
Manager

By:_____
Manager

INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company

By:_____
Manager

By:_____
Manager

By: Drew Katz
Manager

By:_____
Manager

By:_____
Manager

INTERSTATE JCDECAUX, LLC,
a Delaware limited liability company

By:_____
Manager

By:_____
Manager

By:_____
Manager

By:_____
Manager JOHN FOSTER

By:_____
Manager - Lars Skugstad

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carole Brown, in her capacity as the Chief Financial Officer of the City of Chicago, a municipal corporation (the "City"), 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 Chief Financial Officer, she signed and delivered the foregoing instrument pursuant to authority given by the City, as her free and voluntary acts, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 30, 2016

OFFICIAL SEAL
SANELA HUKIC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/01/20

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, in her capacity as the Commissioner of the Department of Transportation of the City of Chicago, a municipal corporation (the "City"), 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 Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City, as her free and voluntary acts, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal on December 30, 2016

OFFICIAL SEAL
SANELA HUKIC
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/01/20

Notary Public

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 Dec. 1, 2016.

Notary Public

MARTHA D BAILEY
Notary Public - State of New York
NO. 02BA6299163
Qualified in New York County
My Commission Expires Mar 17, 2018

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 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 Dec. 1, 2016.

Notary Public

MARTHA D BAILEY
Notary Public - State of New York
NO. 02BA6299163
Qualified in New York County
My Commission Expires Mar 17, 2018

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 December 8, 2016.

SEAN TEDLOCK
Notary Public - California
Contra Costa County
Commission # 2147297
My Comm. Expires Apr 19, 2020

Sean Tedlock
Notary Public

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 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 December 8, 2016.

SEAN TEDLOCK
Notary Public - California
Contra Costa County
Commission # 2147297
My Comm. Expires Apr 19, 2020

Sean Tedlock
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 12-06, 2016.

STATE of New Jersey
County of Camden

Kathleen Palella
Notary Public

KATHLEEN PALELLA
ID # 2221930
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Feb. 10, 2019

(Sub)Appendix A
of the First Amendment
FORM OF
MBE/WBE UTILIZATION REPORT FOR ASSEMBLY AND INSTALLATION

Contract Administrator: Network
Reporting Period:
Utilization Report No:

Project Name: Coordinated City Digital
Contract No.: Ordinance O2012-7784
Date of Award: October 9, 2012

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the duly authorized representative of:

Interstate JCDecaux, LLC
3959 South Morgan Street
Chicago, IL 60609

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.
The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE NAME	INDICATE IF FIRM (MBE OR WBE)	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
[INSERT]			

As of the date of this Report:
Amount Paid to MBE: ***$[INSERT]***
Amount Paid to WBE: ***$[INSERT]***

For each MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

MBE/WBE NAME	DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED
[INSERT]	**[INSERT]**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND

CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: Interstate JCDecaux, LLC

Signature: _____

Name of Affiant: [INSERT]

Date: _____ (Print or Type)

State of [INSERT]
City of [INSERT]

This instrument was acknowledged before me on _____
(Date)

By_____ (Name/s of Person/s)

as _____ (Type of Authority)

of Interstate JCDecaux, LLC

_____
Signature of Notary Public

(Seal)

FORM OF
MBE/WBE UTILIZATION REPORT FOR MAINTENANCE AND DISMANTLING

(WHEN THERE IS NO OUT-SOURCED AMOUNT)

Contract Administrator:

Reporting Period:
Utilization Report No:

Project Name: Coordinated City Digital Network
Contract No.: Ordinance O2012-7784
Date of Award: October 9, 2012

In connection with the above-captioned contract I HEREBY DECLARE AND AFFIRM that I am the duly authorized representative of:

Interstate JCDecaux, LLC
3959 South Morgan Street
Chicago, IL 60609

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE NAME	INDICATE IF FIRM (MBE OR WBE)	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE

Not applicable -- There has been no amount spent as Out-Sourced Costs on maintenance and/or dismantling.

As of the date of this Report:

Amount Paid to MBE for _____ Phase:	***$0***
As a percentage of Out Sourced Costs:	***N/A***
Amount Paid to WBE for _____ Phase:	***$0***
As a percentage of Out Sourced Costs:	***N/A***

For each MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

MBE/WBE NAME	DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED

Not applicable -- There has been no amount spent as Out-Sourced Costs.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: Interstate JCDecaux, LLC

Signature: _____
Name of Affiant: [INSERT]

Date: _____ (Print or Type)

State of [INSERT]
County of [INSERT]

This instrument was acknowledged before me on _____
(Date)

By_____ (Name/s of Person/s)

as _____ (Type of Authority)

of Interstate JCDecaux, LLC

Signature of Notary Public

(Seal)