

Contract (PO) No.: 26459
Specification No: 100320A
Vendor No.: 55595024-A

AMENDMENT No. 10

This Amendment No. 10 (the "Amendment") to that Operator Agreement, as previously amended, (the "Agreement"), dated as of January 24, 2013, by and between Lyft Bikes and Scooters, LLC, a Delaware limited liability company, successor in interest to Motivate International Inc. (the "Operator" or "Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Illinois Constitution of 1970, acting through its Department of Transportation and its Department of Finance ("City"), is entered into as of _____ (the "Effective Date"), by and between the Operator and the City. The City and Operator agree as follows:

BACKGROUND INFORMATION

WHEREAS, the parties desire to amend the Agreement to, among other provisions, extend the Agreement for the Third Extension Period pursuant to Section 2.11(b)(ii) of Amendment 8, the Parties mutually agree to extend the Agreement for the Third Extension Period;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of the Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

"Amendment 8": the Amendment to the Agreement with an effective date of May 8, 2019.

"Amendment 9": the Amendment to the Agreement with an effective date of April 5, 2022.

"Core Area Geographies": For purposes of this Agreement, the term "Core Area Geographies" includes the Core Area and the Central Business District (CBD), as detailed in the maps below



Core Area



Central Business District

“Overflow Parking Area”: A geofenced parking area immediately adjacent to a heavyweight station within which Divvy devices are allowed to be parked if the station is full or approaching full without incurring an out of station fee.

“Pedal (Classic) Bike”: Pedal Bike means a two-wheeled riding conveyance propelled solely by human power equipped with fully operable pedals, or their mechanical equivalent, which transfer the operator’s effort to the rotation of the wheels, creating the movement of the conveyance.

“Public Bike Racks”: Public Bike Racks include city-owned public racks that are specifically designated to allow for free Divvy parking. These racks are only able to accommodate devices with lock-to capabilities and privately-owned devices. For avoidance of doubt, public bike racks are not considered Heavyweight Stations or Lightweight Stations and are not subject to SLAs.

1.2 Order of Precedence

In case of conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, as previously amended, the terms of this Amendment take precedence. Except in the case of conflict or inconsistency with this Amendment, the terms of the Agreement remain in full force and effect except as modified in this Amendment.

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF PARTIES

2.1 Amount. The Parties hereby agree to amend Section 2.3(a)(i) of Amendment 8 to provide for the Annual Payments in Contract Years 2028-2032 by adding the following:

- (i) In 2028, \$1,384,703, which payment will (i) increase by 4% each year, and (ii) shall be prorated for any Contract Year less than eight (8) months long on the basis which the

number of days in such Contract Year bears to 365 (a schedule of the Annual Payment is set forth in Attachment A - Revised Exhibit 2, provided, however that the text of this Section 2.3 takes precedence over Attachment A - Revised Exhibit 2 in case of conflict). For the avoidance of doubt, the existing Subsection 2.3(a)(i) of Amendment 8 shall not apply to Contract Years 2028-2032.

2.2 Amount. For Ridership Revenue collected in the years 2026 and 2027, Section 2.3(a)(iii) of Amendment 8 shall apply. For Ridership Revenue collected beginning in 2028 and beyond, the Parties hereby amend and restate Section 2.3(a)(iii) of Amendment 8 in its entirety, and replace it with the following:

(iii)

(A) 10% of any portion of gross annual Ridership Revenue (excluding sales taxes or other taxes imposed by law that Operator is obligated to collect; merchant services fees including interchange, processing, and gateway fees; bank fees; refunds; and chargebacks) collected in the most recently concluded Contract Year (if applicable) in excess of \$20,000,000.00 and up to \$40,000,000.00;

(B) 7% of any portion of gross annual Ridership Revenue (excluding sales taxes or other taxes imposed by law that Operator is obligated to collect; merchant services fees including interchange, processing, and gateway fees; bank fees; refunds; and chargebacks) collected in the most recently concluded Contract Year (if applicable) in excess of \$40,000,000.00 and up to \$60,000,000.00; and

(C) 5% of any portion of gross annual Ridership Revenue (excluding sales taxes or other taxes imposed by law that Operator is obligated to collect; merchant services fees including interchange, processing, and gateway fees; bank fees; refunds; and chargebacks) collected in the most recently concluded Contract Year (if applicable) in excess of \$60,000,000.00.

2.3 Use of Annual Payment. The parties hereby agree to amend Section 2.3(b) of Amendment 8 by adding the following subsections to the end of Section 2.3(b):

(i) The City agrees that \$6,585,680.00 of the Operator's Annual Payment (due June 30, 2027), excluding City's Ridership Revenue share, will be utilized by Lyft to supply four thousand (4,000) new Lyft non-charging Pillar docks, at a per Pillar dock cost of \$1,646.42 in order to support Core Area Geographies Station infill, including Phase 1 Core Area Expansion and Phase 2 Core Area Expansion, and Station upgrades, including upgrades from classic to Lyft Pillar docks.

(ii) Starting with the 2028 Annual Payment (due June 30, 2028) and continuing with each subsequent Annual Payment for the remainder of the Agreement, the City shall reinvest in the System by applying the entirety of the Annual Payment owed pursuant to Section 2.3(a)(i) of Amendment 8 (as amended by Section 2.1(i) in this Amendment 10), excluding City's Ridership Revenue share, towards Operator providing an equivalent value of System

equipment, including Station infill and Station upgrades, including upgrades from classic to Lyft Pillar docks, to be mutually agreed by the Parties.

(iii) Any Equipment Operator provides in accordance with Section 2.3(b)(i) and (b)(ii) shall be owned and operated by the Operator during the term of the Agreement. For no additional payment, title shall transfer to the City free and clear of all encumbrances and will be conveyed to the City or removed by the Operator at the City's discretion, upon expiration of the Agreement or early termination.

2.4 Operation and Maintenance Costs. The parties hereby agree to amend Section 2.2(a) of Amendment 8 by adding the following sentences at the end of Section 2.2(a):

Irrespective of whether City owns the equipment, the Operator's obligations described in the Agreement for all costs involved in operations, maintenance, and marketing, and capital replacement of the System are still with the Operator and are unaffected.

Operator shall cooperate with the City to ensure that such filings, UCC and otherwise, demonstrate City's right to title in the equipment in accordance with this Amendment.

2.5 Co-Promotions. The Parties hereby amend and restate Section 2.4(b) of Amendment 8 (Co-Promotions) in its entirety, and replace it with the following:

(b) Co-Promotions. Co-promotions to Divvy riders and members with third-party urban mobility options and services (e.g., taxi, ridesharing), including those operated by Lyft, require the approval of the City. The City must respond in a timely manner, and its approval shall not be unreasonably withheld, conditioned, or delayed.

2.6 Exclusive Right on Public Right of Way. The Parties hereby amend and restate Section 2.6(a)(i) of Amendment 8 (Exclusive Right on Public Right of Way) in its entirety, and replace it with the following:

(i) Exclusive Right on Public Right of Way. Subject to the terms and conditions of this Section 2.6, City agrees and acknowledges that, during the term of the Agreement, Operator will be the exclusive operator of bike sharing (be that docked, dockless, and/or electric bicycles) from the public right of way in the geographic areas of the City of Chicago that are covered by the System. City agrees that, during the term, it will not grant to any person or entity other than Operator a license or permit to offer bicycle rentals on the City's public right of way for any type of bicycle, including electric bicycles, docked bicycles, dockless bicycles. For the avoidance of doubt, the Commissioner at their sole and absolute discretion shall determine whether any other two-wheeled low speed mobility device shall be considered a bike for the purposes of interpreting this contract, and shall make this determination in consideration of the extent to which other devices are similar to a bicycle in form factor, frame geometry, and wheel size, regardless of whether such vehicles are propelled by pedals, electric throttle, or both, and/or any combination or hybrid thereof. Issuance by the City of a permit to offer bicycle rental services from the public way, to any entity other than Operator, is a breach of this Section 2.6(a)(i), for which the City will have a cure period of 10 business days from written notice from Operator. For

the avoidance of doubt, the parties agree that the Operator's exclusive right to operate bicycle rental services on the public right of way is not violated by (i) any entity, including but not limited to the Chicago Park District, the Cook County Forest Preserve or any other private party, offering bicycle rental services that originate from their own property, or (ii) the parking of bicycles from other such rental systems by renters on the public right of way, unless any such bicycle so parked on the public right of way is capable of being rented, from the public right-of-way, for a new rental period, by a new customer. The parties agree that persons or entities displaying bicycles on the public right of way, with the intent to offer a staffed (i.e., non-self-service), service for round-trip (i.e., not point-to-point) bicycle rentals from adjacent private property, is not a violation of the exclusive right in this Section 2.6(a)(i).

2.7 Ridership Revenue/ Fare Products. The Parties hereby amend and restate Section 2.7 of Amendment 8 (Ridership Revenue/ Fare Products) in its entirety, and replace it with the following:

Ridership Revenue/ Fare Products

(a) Ridership Revenue. Subject to any requirements under Section 2.1(b)(vii) and 2.3(a)(iii) of Amendment 8 and Section 2.2 of this Amendment 10, all Ridership Revenue will be retained by Operator.

(b) Rental Fees/Fare Products. City agrees that, subject to City approval rights listed in this Section 2.7(b), Operator may set rental fees for single rides, daily passes, annual passes and overage fees. Any increase greater than the Consumer Price Index for All Urban Consumers (CPI-U) plus 2% (rounded up to the nearest cent) in each calendar year requires approval of the City. Notwithstanding the foregoing, Operator may increase such fees by less than 10% annually without City approval if: (1) Operator provides notice to the City within eight (8) months of the Effective Date of this Amendment that the additional micromobility devices are ready to be deployed within the Phase 1 Core Area and the Lyft Metro Connected bikes are available to replace fifty percent (50%) of the Pedal (Classic) Bike fleet pursuant to Section 2.14(a)(iv) of this Amendment 10, and the City does not expand the Core Area defined in Rule 8.4 of the City of Chicago Scooter Sharing Business Rules (the "Rules") pursuant to Section 2.14(a)(i) of this Amendment 10 within nine (9) months of the Amendment Effective Date; or (2) the City materially reduces the size of the Core Area, defined in Rule 8.4 of the Rules. City approval will be required for all new fare products, new fare policies and fees, including introducing additional surcharges for premium services such as E-Bikes. City's approval in each case shall be reasonably prompt and shall not be unreasonably withheld, taking into account the actual costs of delivering the service.

(c) Notwithstanding subsection (b) of this Section, and subject to Section 2.12 of this Amendment 10 and prior agreements between the Parties, the annual membership price for renewing riders shall be \$143.90 through December 31, 2027, and the annual membership price for new and previously lapsed riders shall be \$99 through December 31, 2027.

(d) After December 31, 2027, Operator may increase the annual membership price for all riders pursuant to subsection (b) of this Section. As of January 1, 2028, the base annual

membership price used to calculate the increase in the annual membership price for renewing, new and previously lapsed riders pursuant to subsection (b) of this Section shall be \$150.00.

(e) Equity Priority Area Discount. Single rides for all rideable types, including scooters, starting and ending in an Equity Priority Area (currently zones Z05, Z07, Z08, Z11, Z14, Z15, Z16, Z17, Z18, Z20) will not be subject to an unlock fee and will receive a fifty percent (50%) discount from the regular price on per-minute ride charges.

(f) Per Minute Pricing. Member per-minute scooter pricing shall not exceed member per-minute e-bike pricing plus 20%, rounded up to the nearest cent. As described in subsection (b) of this Section, any increase to per minute pricing greater than the Consumer Price Index for All Urban Consumers (CPI-U) plus 2% (rounded up to the nearest cent) in each calendar year requires approval of the City. Notwithstanding the foregoing, Operator may increase such fees by 10% annually without City approval if: (1) Operator provides notice to the City within eight (8) months of the Effective Date of this Amendment that the additional micromobility devices are ready to be deployed within the Phase 1 Core Area and the Lyft Metro Connected bikes are available to replace fifty percent (50%) of the Pedal (Classic) Bike fleet pursuant to Section 2.14(a)(iv) of this Amendment 10, and the City does not expand the Core Area defined in Rule 8.4 of the Rules pursuant to Section 2.14(a)(i) of this Amendment 10 within nine (9) months of the Amendment Effective Date; or (2) the City materially reduces the size of the Core Area Geographies.

2.8 Term and Termination. The Parties hereby agree to amend and restate Section 2.11(c) (Disposition of Equipment Upon Expiration) of Amendment 8 in its entirety, and replace it with the following:

Upon expiration of the term of the Agreement, the City, at its sole discretion, may (i) require that some or all of the Equipment in the System be conveyed to the City for no payment or (ii) require Operator at its sole cost and expense to remove all the Equipment.

Notwithstanding the foregoing, with respect to the provision of Equipment that Operator is to convey to the City at no cost, those items of Equipment meeting the provisions of the next paragraph of this section, shall be subject to purchase by the City, at a mutually agreed price, based on the fair market value of such Operator Equipment, which price shall not exceed the depreciated value of the Operator Equipment, using a 104-month straight-line depreciation schedule.

In order to qualify for payment by the City upon expiration of this Agreement, an item of Equipment must have been acquired by Operator after Operator had met its obligation to make a \$50,000,000.00 capital investment as required by Section 2.1(a) of Amendment 8; further, the item of Equipment must not have been provided for use in the System through the City subsidizing its acquisition, including, without limitation, through the City (i) having foregone Annual Payments due it in this, future, or prior years, such as under Sections 2.3(b)(i) and 2.3(b)(ii) of this Amendment 10, (ii) the City's having subsidized Contractor's capital replacement obligations under Amendment 8 by foregoing payments due the City.

The Contractor shall provide within sixty (60) days of the Amendment Effective Date a revised report as required and previously provided pursuant to Section 2.1(a) of Amendment 8, and shall continue to provide such report on a semi-annual basis listing the equipment that it purchased during the prior 6 months of the Agreement, including its pricing. The reports shall identify those items of equipment that Contractor claims would be eligible for payment upon expiration of the Agreement, and shall contain such supporting documentation as CDOT reasonably requires to verify the inclusion of this equipment in such category. The City shall have the opportunity to contest or validate the information provided in the semi-annual reports. To the extent that the Parties disagree regarding the information in the semi-annual reports, the parties agree that any disputes regarding such information will be settled in accordance with Article 6 of the Agreement ("Disputes"). For the avoidance of doubt, notwithstanding that ownership of the equipment provided in exchange for reductions in the Operator's Annual Payment as described in 2.3(b)(i) and 2.3(b)(ii) will remain with the Operator until the earlier of expiration or early termination of the Agreement, in no event will the City be required to pay the Operator any additional funds for title to transfer to the City and conveyance of the equipment or removal of the equipment by Operator, at the City's sole discretion, upon the earlier of expiration or early termination of the Agreement.

2.9 Early Termination. The Parties hereby amend and restate Section 2.11(d)(i) and (d)(ii) of Amendment 8 (Early Termination) in its entirety, and replace it with the following:

(i) In addition to termination under Sections 9.1 and 9.2 of the Agreement, the City may terminate the Agreement at any time by a notice in writing from the City to Operator. The City will give notice to Operator in accordance with the provisions of Article 11 of the Agreement. The effective date of termination will be the date the notice is received by Operator or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement, all Services to be provided under it must cease as specified in the early termination notice.

(ii) After the notice is received, Operator must restrict its activities, and those of its Subcontractors, to winding down the performance of the Services. No costs incurred after the effective date of the termination are allowed, except as mutually agreed between the parties. The City, at its sole discretion, may either require that all Equipment in the System owned by the Operator be conveyed to the City for no payment, or require Operator to remove the Equipment.

2.10 Early Termination. The Parties hereby amend and strike Section 2.11(d)(iii) of Amendment 8 (Early Termination) in its entirety.

2.11 Operational Adjustment Based on Scooter Competition. The Parties hereby amend and restate Section 2.3 of Amendment 9 (Operational Adjustment Based on Scooter Competition) in its entirety, and replace it with the following:

(a) Operator's deployment and operation of Scooters shall be governed by the Agreement and applicable provisions of Chapter 9-103 of the Municipal Code of Chicago. By virtue

of the authority granted by Section 9-103-020(b), Operator shall not be required to obtain a license under Chapter 9-103 of the Code in order to engage in a Scooter sharing business in the City as contemplated by this Agreement.

(b) In the event third party operators exceed the caps established by Rule 8.4 of the Rules, and as may be amended from time to time, (the “Rules”), the City will take enforcement action measures against the violating party, as may be deemed appropriate considering the scope and frequency of the violations, by the City in its reasonable discretion, including, but not limited to, issuing warnings, citations, cease and desist letters, and license suspension or revocation in accordance with Chapter 9-103 of the Municipal Code of Chicago and the Rules. The parties agree that any disputes involving violations of the caps will be settled in accordance with Article 6 of the Agreement (“Disputes”).

(c) Either party may initiate, and the parties shall undertake, good faith negotiations regarding potential additional changes to the terms of the Agreement, including financial terms based on analysis of the Scooter sharing license program and its potential impact on Divvy revenues, if the overall Scooter fleet cap as defined in Section 9-103-110(f) of the Municipal Code of Chicago is increased. Any agreed upon changes must be followed within thirty (30) days by a written Amendment to this contract or will be considered void.

2.12 Affordability and Equity Focused Member Incentives.

Operator will maintain the following member incentives:

- Standard annual membership price: Through December 31, 2027, Operator shall maintain the annual membership price for: (i) renewing riders at \$143.90; and (ii) new and previously lapsed riders at \$99.
- Unlock fee waivers: Through January 23, 2033, Operator shall not charge unlock fees to non-member Single Ride riders for trips beginning or ending in Equity Priority Areas.
- Cap E-Bike Trips for Members (30-45 min): Through January 23, 2033, Operator shall cap e-bike trip costs for Members and Divvy for Everyone (D4E) Members whose rides are between 30 and 45 minutes at the applicable cost of a 30-minute trip. Regular per-min fees shall apply before this window and overage fees shall apply after this window of 30-45 minutes.

2.13 New Bicycle Model

Pursuant to Section 2.1(b)(v) of Amendment 8, the City hereby approves Operator’s deployment into the System of Lyft Metro Connected, its new bicycle model. Lyft Metro Connected is a smart bicycle that can be parked at a Station or outside of a Station using a cable lock, similar to E-Bicycles and Scooters in the System. The Operator may charge riders out of station parking fees if a rider does not park Lyft Metro Connected at a Station, within an Overflow Parking Area or at a designated Public Bike Rack.

The parties agree to negotiate in good faith to modify and replace Service Level Agreement 1: Usable Heavyweight Stations by Coverage Zone (“SLA 1”), to revise the rideability definition to

include devices within a designated overflow parking zone (i.e. a device within a designated overflow parking zone will count towards that Station's usability). The parties may agree on the revised SLA 1 by mutual agreement via email, which must be followed within fifteen (15) days by a written Amendment to this Contract, or will be considered void.

2.14 Core Area Expansion

(a) Phase 1 Core Area Expansion.

(i) The City will expand the Core Area Geographies to the shaded area designated on the map set forth in Phase 1 Core Area Expansion which is attached hereto as Attachment B.

(ii) In connection with the Phase 1 Core Area Expansion, Operator will fund and deploy a mix of 4,000 additional micromobility devices (i.e. E-Bikes, Lyft Metro Connected bikes, and Scooters) within the Core Area, and will fund the replacement of fifty percent (50%) of the Pedal (Classic) Bike fleet with new Lyft Metro Connected bikes. At least 2,500 of the additional devices deployed shall be Scooters. The remaining 1,500 devices deployed by Lyft shall be a mix of E-Bikes, Lyft Metro Connected Bikes, and Scooters by mutual agreement based on utilization data and incremental demand.

(iii) When the Phase 1 Core Area Expansion is implemented, Operator will adjust the System's parking rules to permit parking of micromobility devices only at Station docks, Overflow Parking Areas, and Public Bike Racks. The adjustment to the System's parking rules must be agreed upon by the City prior to implementation, such agreement not to be unreasonably withheld, conditioned, or delayed.

(iv) Timing of Phase 1 Core Area Expansion. Operator will provide the City with thirty (30) days advance notice when the 4,000 additional micromobility devices are ready to be deployed within the Core Area and the Lyft Metro Connected bikes are available to replace fifty percent (50%) of the Pedal (Classic) Bike fleet. Provided the City expands the Core Area as described in subsection (a)(i) of this Section within that thirty (30) day period, Operator will deploy the additional devices when the Core Area is expanded. The Parties will negotiate in good faith to reach a mutually agreeable timeline if the timeline described in this subsection is not met.

(v) Before the Phase 1 Core Area Expansion, the City and Operator will meet in good faith to set metrics for measuring System performance related to the Phase 1 Core Area Expansion, including but not limited to, ridership, utilization, SLA compliance, performance in the Core Area, and parking complaints, which must be followed within thirty (30) days after the parties reach final agreement upon such terms by a written Amendment to this Contract, or will be considered void. Following Phase 1 the City and Operator will meet annually to discuss Operator's performance against those metrics. If the Operator fails to materially achieve such metrics, the Operator must remedy the issues during the next peak riding season (i.e., April 1 – October 31). If the Operator does not achieve the agreed upon metrics during that time period, the City may adjust the Core Area geography (Phase 1), and the Operator and the City will negotiate in good faith to adjust SLAs, pricing, and other System elements to account for the impact of changes to the Core Area

geography, which shall be reflected within thirty (30) days after the parties reach final agreement upon such terms by a written amendment to this contract, or will be considered void.

(b) Phase 2 Core Area Expansion. The Parties will participate in good faith negotiations to agree to a utilization based threshold for determining fleet size adjustments which shall be documented within thirty (30) days after the parties reach final agreement upon such terms by an executed Amendment. After the parties agree upon the foregoing, the City will expand the Core Area defined in Rule 8.4 of the Rules, to the shaded area designated on the map set forth in Phase 2 Core Area Expansion which is attached hereto as Attachment C. Following Phase 2 Core Area Expansion the City and Operator will meet annually to discuss Operator's performance against those metrics. If the Operator fails to materially achieve such metrics, the Operator must remedy the issues during the next peak riding season (i.e., April 1 – October 31). If the Operator does not achieve the agreed upon metrics during that time period, the City may adjust the Core Area geography (Phase 2), and the Operator and the City will negotiate in good faith to adjust SLAs, pricing, and other System elements to account for the impact of changes to the Core Area geography, which shall be reflected within thirty (30) days after the parties reach final agreement upon such terms in a written amendment to this contract, or will be considered void. The Parties acknowledge the goal of transitioning the remaining fifty percent (50%) of the Pedal (Classic) Bike fleet to Lyft Metro Connected bikes, the timing and conditions of which shall be subject to supply availability, operational feasibility, and the Parties' mutual agreement.

2.15 Reporting Requirements and Asset Management. The Parties hereby agree to amend Exhibit 1, Schedule 21 by adding the following under Financial Performance:

Contractor shall provide a financial report on the performance of Divvy to CDOT on an annual basis. This report shall include program revenues, costs and bottom line profit/loss, to inform progress toward the threshold set forth as described in Section 2.2 in this Amendment 10.

2.16 Federal Grant Requirements.

Operator acknowledges and agrees that this Agreement is subject to the terms of the FHWA grant, to the extent applicable, including the laws, regulations and orders that apply as a consequence of the grant ("Grant Terms"). The Contractor agrees that to the extent any terms in the Agreement conflict with the Grant Terms, the Grant Terms control, and the conflicting terms are void, and have no effect.

ARTICLE 3. EXTENSION OF AGREEMENT

3.1 Pursuant to Section 2.11(b)(ii) of Amendment 8, the Parties mutually agree to extend the Agreement for the Third Extension Period. Therefore, the current end date of the term of this Agreement is January 23, 2033.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date in counterparts or otherwise.

OPERATOR:

LYFT BIKES AND SCOOTERS, LLC

By: _____

Name: _____

Title: _____

CITY OF CHICAGO:

**DEPARTMENT OF
TRANSPORTATION**

By: _____

Name: _____

Title: _____

DEPARTMENT OF FINANCE

By: _____

Name: _____

Title: _____

Attachment A

Revised Exhibit 2

**Exhibit 2
Annual Payment Schedule**

Year	Annual Payment from Operator	Minimum Guarantee from Advertising/Sponsorship Sales	Total
2028	\$1,384,703	\$1,500,000	\$2,884,703
2029	\$1,440,091	\$1,500,000	\$2,940,091
2030	\$1,497,695	\$1,500,000	\$2,997,695
2031	\$1,557,603	\$1,500,000	\$3,057,603
2032	\$1,619,907	\$1,500,000	\$3,119,907
Total	\$7,500,000	\$7,500,000	\$15,000,000

Attachment B
Phase 1 Core Area Expansion
(Western-Cermak-MLK-67th-Jeffery-79th)



Attachment C
Phase 2 Core Area Expansion
(Kedzie-PershingMLK-67th-Jeffery-79th)

