DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

AMENDMENT NO. 2

TO

THE FRANCHISE AGREEMENT

BETWEEN THE CITY OF NEW YORK AND CITYBRIDGE, LLC

FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC COMMUNICATIONS STRUCTURES IN THE BOROUGHS OF THE BRONX, BROOKLYN, MANHATTAN, QUEENS AND STATEN ISLAND

Contract No. RCT1-858-20158202566

THIS **AMENDMENT No. 2** modifies the above referenced **Agreement** by and between CityBridge, LLC, and the City of New York ("the City"), acting through its Department of Information Technology and Telecommunications ("DoITT").

PURPOSE OF AMENDMENT AND AUTHORITY

The purpose of this Amendment No. 2 is to modify the Agreement to include additional rights and responsibilities of the parties, including (1) the schedule and distribution of Structures to be installed, (2) the criteria applicable to siting of each Structure, (3) the provision of ancillary services, and (4) the modification of revenue requirements applicable to the Franchisee.

This Amendment No. 2 is entered into pursuant to Section 15.18 of the Agreement and has satisfied all administrative prerequisites to its effectuation. The Franchise and Concession Review Committee ("FCRC") held a public hearing on this Amendment No. 2, which was a full public proceeding affording due process in compliance with the requirements of Chapter 14 of the Charter. The FCRC, at its duly constituted meeting held on May 9, 2018, voted on and approved the modifications to the Franchise Agreement set forth in this Amendment No. 2.

Now therefore, the parties agree as follows:

I. AMENDMENTS TO DEFINITIONS

1. Section 4.1 of Attachment SRV is modified to add the following terms and associated definitions:

4.1.6 "Annual Installation Schedule" means a list and map that identifies proposed locations where Structures will be installed and operational in the Build Year following submission. The Annual Installation Schedule will identify (i) the Existing PPTs to be removed and whether they will be replaced, (ii) proposed new locations, and (iii) for each Structure, the projected dates for (a) submission of a site plan and photographs, (b) installation and activation and (c) if applicable, removal and replacement of Existing PPTs.

4.1.7 "Build-out Schedule" means a list and map identifying for each Build Year (i) street corridors (e.g. Seventh Avenue between Flatbush Avenue and Prospect Avenue) along which the Franchisee will install and activate Structures, (ii) the approximate number of Structures anticipated on each street corridor (but not specific sites) and (iii) Existing PPTs along each street corridor, and identification of Existing PPTs that will fall out because they are not on or near a street corridor. For purposes of this Section 4.1.7, "street corridor" is defined as one or more contiguous street segments consisting exclusively of inalienable City-owned rights-of-way that are paved and contain sidewalks for pedestrians. For the avoidance of doubt, "street corridors" may include streets, avenues, boulevards, lanes, courts and ways.

4.1.8 "Build Year" means the period beginning on July 21 of a given year and ending on July 20 of the following year. For example, "Build Year 1" means the period beginning on July 21, 2015 and ending on July 20, 2016.

2. Section 1.1 of the Franchise Agreement is modified such that the following term and associated definition is deleted in its entirety:

"Existing PPT Replacement Schedule" has the meaning provided in Section 1.2.7 of Attachment SRV.

II. AMENDMENTS TO DESIGN AND IMPLEMENTATION

3. Sections 4.2.6 and 4.2.7 of Attachment SRV are deleted in their entirety.

4. Section 1.1.2 of Attachment SRV is modified by adding the following at the end thereof:

   Notwithstanding the foregoing, the Franchisee may utilize a design envelope identical to the Advertising Structure for Non-Advertising Structures, provided that (i) the Franchisee first uses best efforts to identify less costly alternatives to utilizing the Advertising Structure design envelope, including the Non-Advertising Structure envelope described above or another design envelope subject to approval by DoITT, and (ii) Non-Advertising Structures may not be illuminated.

5. Section 1.2.1 (i) of Attachment SRV is deleted in its entirety and replaced as follows:

   1.2.1 (i) The Franchisee shall construct and install no fewer than 7,000 Advertising Structures and 500 Non-Advertising Structures over a ten (10) year period, in accordance with the distribution table below, and provided that Franchisee may construct and install the required Non-Advertising Structures at any time before the end of Build Year 10. The schedule set forth in Section 1.2.3 sets forth the minimum cumulative number of Structures required to be operational per year, per borough at the end of each Build Year, and the cumulative number of Existing PPTs to be replaced with Structures per year, at the end of each Build Year. In accordance with the Build-out Schedule, Franchisee shall install and activate a number of Structures along street corridors in each community district that is at least equal to the number of Existing PPTs in such community district, provided that no earlier than the end of Build Year 8, the Franchisee may apply to DoITT for a waiver of this requirement for a specific community district. When evaluating any such application, DoITT may consider whether Franchisee is in breach of its obligations under Section 1.2.3, and whether any such breach should form a basis for denial of such application.

Borough	**Total Number of Structures**
Brooklyn	1,346
Bronx	736
Manhattan	3,900
Queens	1,239
Staten Island	279

6. The first sentence of Section 1.2.1 (ii) of Attachment SRV is deleted in its entirety and replaced as follows:

(ii) Consistent with the approved Build-out Schedule and Annual Installation Schedules, the Franchisee shall install no fewer than five thousand (5,000) Structures at Existing PPT locations, at least at the rate reflected in the tables appearing in Section 1.2.3. Notwithstanding the foregoing, DoITT will have the right to deny approval of any location if DoITT approves an alternative location that in DoITT's reasonable judgment, consistent with the provisions set forth in Section 4.2.1 of the Agreement, is of at least equal economic value to the Franchisee.

7. Section 1.2.1 (iii) of Attachment SRV is deleted in its entirety and replaced as follows:

(iii) In regard to locations for new Structure installations required to meet the obligation set forth in (i) that are in addition to those described in (ii) above, the Franchisee and DoITT have the rights and obligations set forth below. To avoid doubt, the parties may undertake the activities contemplated by this subsection concurrent with the Franchisee's fulfillment of its obligations in subsection 1.2.1(ii).

(a) Franchisee shall propose new locations consistent with the siting criteria referenced in Section 1.2.2 and applicable law (including the PPT Rules), subject to review and approval by DoITT in its discretion in accordance with Section 4.2.1 of the Agreement.

(b) DoITT may, after consultation with the Franchisee, select the locations in DoITT's reasonable discretion, consistent with the provisions set forth in Section 4.2.1 of the Agreement, subject to the requirements of applicable laws. In exercising its discretion, DoITT will review and take into account, among other factors, Franchisee's reasonable concerns regarding the overall revenue generating potential of the locations being selected and the overall cost of installation and service provision from the locations being selected.

8. Section 1.2.1 of Attachment SRV is modified by adding the following at the end thereof:

(v) Structures must be operational no later than forty-five (45) days after installation of the Structure or the date that Amendment No. 2 to the Franchise Agreement is registered in the Office of the Comptroller of the City of New York, whichever occurs later. Notwithstanding the foregoing, if the Franchisee can demonstrate to the City's reasonable satisfaction with respect to a Structure that (a) the Franchisee has taken all steps necessary for activation, (b) the only remaining step is the provision of electricity by Consolidated Edison, and (c) the Structure cannot be activated

without the provision of electricity notwithstanding continued best efforts by the Franchisee (the demonstration of (a) through (c), while such conditions remain in effect, a "Utility Delay"), the foregoing period will be extended up to an additional sixty (60) days with respect to the applicable Structure.

9. Section 1.2.3 of Attachment SRV is deleted in its entirety and replaced as follows:

1.2.3 The following is the schedule described in Section 1.2.1 (i) above. The schedule is intended to be cumulative, so that for example the number listed for Queens in (iii) below is the cumulative number that is to be installed over the full three years from the Effective Date through the third anniversary of the Effective Date. The obligation under Section 1.2.1(ii) to replace Existing PPTs with Structures at least at the rate reflected in the tables below is deemed an obligation under this Section commencing in Build Year 3. If in any Build Year, (1) the average sum processing time for (a) DoITT to issue notices to proceed to replace Existing PPTs, *plus* (b) Consolidated Edison to provide engineering layouts and disconnects, *plus* (c) the Department of Transportation to provide final construction permits exceeds one hundred sixteen (116) days for replacement locations or one hundred eighty-three (183) days for new locations; or (2) Franchisee activates fewer Structures than required in such Build Year due to Utility Delays, then Franchisee may request that DoITT consider adjustments to the Build-out Schedule. DoITT will discuss with Franchisee and consider granting the proposed adjustments. DoITT may deny the request for any reason including, but not limited to, Franchisee's breach of any obligation under the Agreement. Franchisee acknowledges and agrees it has no claim or right to protest or appeal a DoITT decision on Franchisee's request. DoITT may, in its discretion and after consultation with the Franchisee, institute an adjustment to the schedule (provided that the adjusted Build-out Schedule must not put Franchisee in a worse economic or operational position than it would be under the existing Build-out Schedule).

(i) Structures to be installed and operational by the end of the Build Year 1 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	0
Bronx	16
Manhattan	282
Queens	5

Staten Island	0

Existing PPTs Replaced	303

(ii) Structures to be installed and operational by the end of the Build Year 2 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	93
Bronx	70
Manhattan	637
Queens	124
Staten Island	29

Existing PPTs Replaced	852

(iii) Structures to be installed and operational by the end of the Build Year 3 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	241
Bronx	133
Manhattan	985
Queens	260
Staten Island	34

Existing PPTs Replaced	1,312

(iv) Structures to be installed and operational by the end of the Build Year 4 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	365
Bronx	195
Manhattan	1,341
Queens	368
Staten Island	84

Existing PPTs Replaced	1,752

(v) Structures to be installed and operational by the end of the Build Year 5 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	511
Bronx	267
Manhattan	1,761
Queens	496
Staten Island	118

Existing PPTs Replaced	2,052

(vi) Structures to be installed and operational by the end of the Build Year 6 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	678
Bronx	349
Manhattan	2,240
Queens	642
Staten Island	144

Existing PPTs Replaced	2,652

(vii) Structures to be installed and operational by the end of the Build Year 7 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	845
Bronx	432
Manhattan	2,719
Queens	788
Staten Island	169

Existing PPTs Replaced	3,252

(viii) Structures to be installed and operational by the end of the Build Year 8 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,017
Bronx	517
Manhattan	3,175
Queens	938
Staten Island	206

Existing PPTs Replaced	3,852

(ix) Structures to be installed and operational by the end of the Build Year 9 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,189
Bronx	602
Manhattan	3,631
Queens	1,088
Staten Island	243

Existing PPTs Replaced	4,452

(x) Structures to be installed and operational by the end of the Build Year 10 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,346
Bronx	736
Manhattan	3,900
Queens	1,239
Staten Island	279

Existing PPTs Replaced	5,000

(xi) DoITT will use best efforts to process Franchisee applications based on the siting criteria set forth in Section 2.1.3 commencing on the date that notice of Amendment No. 2 to the Franchise Agreement is published in The City Record. If applications are not processed based on that siting criteria on and after that date, Franchisee may request that DoITT consider adjustments to the Build-out Schedule with respect to Build Year 4. DoITT will discuss with Franchisee and consider granting the proposed adjustments. DoITT may deny the request for any reason including, but not limited to, Franchisee's breach of any obligation under the Agreement.

10. Section 1.2.7 of Attachment SRV is deleted in its entirely and replaced as follows:

1.2.7 On or before the date that is thirty (30) days after Amendment No. 2 to this Agreement is registered in the Office of the Comptroller of the City of New York, the Franchisee shall deliver to DoITT a proposed Build-out Schedule, subject to review and approval by DoITT. The Build-out Schedule will follow the overall construction and installation schedule contemplated by this Agreement. The Franchisee may from time to time propose amendments to the Build-out Schedule to address changing conditions, which amendments shall be subject to review and approval by DoITT. Consistent with the approved Build-out Schedule, the Franchisee shall submit to DoITT for its approval a proposed Annual Installation Schedule at least ninety (90) days prior to the commencement of the following Build Year. If DoITT notifies Franchisee that a site plan and photographs are required for a location other than as specified in the Annual

Installation Schedule, the Franchisee shall have one hundred twenty (120) days to produce the site plan and photographs and submit them to DoITT, and to install and activate the new Structure; provided however that the clock will stop during the time DoITT is reviewing the site plan. DoITT shall notify Franchisee when the site plan is approved, or if changes are required. The Franchisee may request an extension of such time which may be granted by DoITT in writing in its reasonable discretion. If changes to the site plan are required by DoITT an extension will be granted for a reasonable period of time commensurate with the required changes. Rejection by DoITT of the proposed Build-out Schedule or an Annual Installation Schedule that does not meet the criteria set forth herein will not give rise to a claim of Unavoidable Delay.

11. Section 1.2.8 of Attachment SRV is modified by adding the following before the first sentence:

Franchisee shall deliver to DoITT on or before December 31, 2018 a list of Existing PPTs it proposes to be removed without replacement.

12. The fourth sentence of Section 1.2.8 of Attachment SRV is deleted in its entirely and replaced as follows:

Franchisee shall remove all Existing PPTs not planned and approved for replacement by the end of Build Year 5.

13. Section 1.2.8 of Attachment SRV is modified by adding the following at the end thereof:

(iv) The PPT located on the Northwest corner of 90th Street and West End

III. AMENDMENTS TO SITING CRITERIA

14. Section 2.1.3 of Attachment SRV is modified by adding the following at the end thereof:

2.1.3 Subject to approval by DoITT, and consistent with the approval process outlined in Section 1.2.2, the Franchisee may replace Existing PPTs at its same location, at its same street address, or at the immediately adjacent street address. If installation at its same location, street address or adjacent street address is not practicable because of infrastructure limitations, vault conditions or other siting constraints, such replacement may be relocated to the blockfront across the street from its same location, to an adjacent blockfront (i.e., the blockfronts on either side of the blockfront where the PPT is currently located, or on either side of the blockfront across the street from where it is currently located) that does not have infrastructure limitations, vault conditions or other siting constraints, or to such other nearby blockfront that Franchisee

reasonably determines will provide a better location than the closest available blockfront, taking account of Wi-Fi Service objectives. Any such replacement site may not be within fifty (50) feet of another Structure and shall comply with all other siting criteria in Section 1.2.2 and applicable law (including the PPT Rules). For the avoidance of doubt, any site described in this subsection shall be deemed a replacement site to which the requirements of Section II(C) of the RFP do not apply.

15. Exhibit 4 to Attachment SRV is deleted in its entirety and replaced with Attachment 1 to this Amendment No. 2.

IV. AMENDMENT TO ANCILLARY SERVICES

16. Part VII of Attachment SRV is deleted in its entirety and replaced as follows:

Subject to the approval of the Commissioner, and pursuant to all parameters set out in that approval, the Franchisee may provide ancillary services from the Structures that (a) offer technical support for the provision of the public pay telephone service contemplated in Part III above and the Wi-Fi Service contemplated in Part IV above or (b) provide for other technologies not expressly contemplated in the Agreement. The Franchisee agrees to provide USB charging ports and touch screens on all Advertising Structures (not including Existing PPTs). To the extent ancillary services are authorized and provided, Franchisee shall provide them in a safe and reliable manner and will keep the relevant equipment in good repair.

V. AMENDMENT TO COMPENSATION AND OTHER PAYMENTS

17. Section 6.3.2 of the Agreement is modified by deleting and replacing "[RESERVED]" with the following:

6.3.2 (i) Notwithstanding anything in this section to the contrary, in each of Contract Years 3 through 9, if payment is due under Section 6.3.1(i), such payment shall be reduced to the Minimum Annual Guarantee for such Contract Year; provided that the aggregate of such reductions in all of Contract Years 3 through 9 shall not exceed $125,000,000.

(ii) If any reductions have been made pursuant to Section 6.3.2 (i), then in each of Contract Years 10, 11 and 12 an amount equal to one-third (1/3) of one hundred ten percent (110%) of all such reductions shall be added to the Minimum Annual Guarantee otherwise payable under Section 6.3.1 (ii) for such Contract Year.

(iii) If Gross Revenues in Contract Years 6, 7, 8 or 9 exceed three times (3x) the corresponding Minimum Annual Guarantee, DoITT may determine, in consultation with its auditor and the Franchisee, that Franchisee no longer needs reductions in payments in order to maintain the financial capacity to perform its obligations under this Agreement, and payments will return to the original payment schedule for the subsequent Contract Years. DoITT must exercise good faith efforts to make this determination within ninety (90) days after conclusion of the applicable Contract Year.

VI. AMENDMENT TO ASSIGNMENT AND OTHER TRANSFERS

18. Section (b) of Appendix E to the Agreement is modified by deleting and replacing clause (4) of the definition of "Institutional Lender" with the following:

(4) any lending entity that is authorized by the United States Citizenship and Immigration Services to provide financing to the Company in respect of the Company's activities under this Franchise Agreement pursuant to the Immigrant Investor Program (known as the "EB-5 Program")

VII. AMENDMENT TO LIQUIDATED DAMAGES

19. Exhibit 3 to Attachment SRV is modified by adding the contents of Attachment 2 to this Amendment No. 2 immediately after Item 1 of such exhibit.

[*Remainder of page intentionally blank. Signature pages follow.*]

IN WITNESS WHEREOF, the party of the first part, by its Department of Information Technology and Telecommunications and its Deputy Mayor, duly authorized by the Charter of the City of New York, has caused the corporate name of the City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the party of the second part, by it officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

CITY OF NEW YORK
DEPARTMENT OF INFORMATION
TECHNOLOGY AND TELECOMMUNICATIONS
255 Greenwich Street
New York, New York 10007

By:_ Name:
Title: Commissioner
Date:

CITYBRIDGE, LLC

10 Hudson Yards, 26th Floor
New York, New York 10001

By:_ Name:
Title: Chief Operating Officer
Date:

CITY OF NEW YORK

By:_ Name:
Title: Deputy Mayor
Date:

Attest:_____
Name:

Approved as to form:
Certified as to legal authority:

CITY CLERK

By:_ Name:
Title: City Clerk
Date:

By: _____
Name:
Title: Acting Corporation Counsel
Date:

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 20187, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is_____of the Department of Information Technology and Telecommunications of the City of New York, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____
Notary Public

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 20187, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is Deputy Mayor of the City of New York, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____
Notary Public

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 20187, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is_____of CityBridge, LLC, the entity described in and which executed the above instrument; and that

he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____

Notary Public

ATTACHMENT 1

EXHIBIT 4

Siting Criteria

The general provisions contained in this Appendix apply to all Franchise Structures including those replacing Pre-Existing PPTs.

A. General Provisions

1. Clear Path. All Franchise Structures shall be installed so as to allow a minimum of 8 feet or one half of the sidewalk, whichever is greater, of straight unobstructed path ("clear path") for pedestrian circulation on the sidewalk. No grates or cellar doors shall be included as a part of the clear path directly in front of or behind a Franchise Structure.

2. Sight Lines. The placement of the Franchise Structures shall not interfere with pedestrian or motorist sight lines necessary for traffic safety.

3. Minimum Distance Requirements. Unless otherwise stated, distances shall be measured between the nearest points, viewed in plan, of the Franchise Structure and the specified object or element. Where a distance is required to be measured parallel to the curb line, the measurement shall be taken between the two lines perpendicular to the curb line, one touching the Franchise Structure and the other touching the specified object or element, that are closest to each other. Minimum distances shall be required between the Franchise Structure and specified elements or objects as detailed in Title 67, Chapter 6 of the Rules of the City of New York.[1] Reference to clearance from bus stops in said rules shall also apply (at a minimum) to clearance from any bus stop shelters associated with such bus stops. Except as provided in Part B of this Exhibit 4, and in addition to the requirements stated in the rules, in no event shall the new Franchise Structures and Pre-Existing PPTs be allowed within the following:

    a) 15' of an outdoor or elevated subway entrance
    b) 15' of street furniture with advertisement panel
    c) 15' radius of a fire hydrant
    d) 15' of an enclosed sidewalk café
    e) 5' of standpipe or sprinkler connection, siamese connection, etc.

[1] To view the existing siting and clearance requirements please visit: http://library.amlegal.com/nxt/gateway.dll/New%20York/rules/title67departmentofinformationtechnology/chapter6publicpaytelephones?f=templates$fn=default.htm$3.0$vid=amlegal:newyork_ny$anc=JD_T67C006_6-41.

f) 10’ of a driveway

4. Vaults. Where a vault is present, the Franchisee shall submit certification from an engineer that the installation of the Franchise Structure will in no way damage the vault.

5. Electrical Sources. Franchise Structures should be as close as possible, subject to all other distance requirements, to the source of electricity, if required for the operation of the Franchise Structure (and to any other pipes, conduits or similar structures that may be required for such operation). Such Franchise Structures that require an external electric power source may not be sited farther than 150 feet from the nearest available electric power source, unless otherwise directed by the City. The Franchisee is prohibited from using a traffic signal or Con Edison type #12 post, or any power source across a major or protected roadway, unless authorized to do so by the Department.

6. Landmarks and Historic Districts. The placement of the Franchise Structures in Historic Districts will be subject to the rules of the Landmarks Preservation Commission. No new Franchise Structure shall be erected parallel to a landmark site.

B. Special Circumstances

The Commissioner may waive or modify the above criteria in specific cases, except where prohibited by law, if, in his or her opinion, such waiver or modification is consistent with the public health, safety and general welfare, including as follows:

Criterion	**Waiver or Modification**
Fire Hydrant Clearance	Minimum 8’ radius of a fire hydrant
~~Bus Stop Clearance~~	~~Minimum 50’ from a bus stop marker within a bus stop zone~~

All such waivers or modifications shall be effective after ten (10) days’ prior written notice to and consultation with the affected Council Member, Borough President, and Community Board. Similarly, the Department may refrain from authorizing the siting of a Franchise Structure at a particular location that in the opinion of the Commissioner would result in an over-concentration of Franchise Structures.

Notwithstanding anything contained herein, the siting of Franchise Structures shall be subject to any applicable requirements of the New York City Administrative Code.

ATTACHMENT 2

EXHIBIT 3

Service Level Agreement and Schedule of Liquidated Damages

Item #	Requirement	Standard	Liquidated Damages
1A	Franchisee shall activate each PCS promptly after installation.	(1) For all PCSs, other than PCSs for which Franchisee incurred a Utility Delay ("a non-Delayed PCS"), the time between installation and activation (the "Activation Time") shall not exceed 45 days. (2) For all PCSs for which Franchisee incurred a Utility Delay (a "Delayed PCS"), the Activation Time shall not exceed 105 days.	(1) For each non-Delayed PCS: (a) If the Activation Time exceeds 45 days, Franchisee will be assessed liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 45 days; and (b) If the Activation Time exceeds 75 days, Franchisee will be assessed additional liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 75 days. (2) For each Delayed PCS: (a) If the Activation Time exceeds 45 days plus the period of the Utility Delay, Franchisee will be assessed liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 45 days plus the period of the Utility Delay; and (b) If the Activation Time exceeds 75 days plus the period of the Utility Delay, Franchisee will be assessed additional liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 75 days plus the period of the Utility Delay.

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4.1.7 "Build-out Schedule" means a list and map identifying for each Build Year (i) street corridors (e.g. Seventh Avenue between Flatbush Avenue and Prospect Avenue) along which the Franchisee will install and activate Structures, (ii) the approximate number of Structures anticipated on each street corridor (but not specific sites) and (iii) Existing PPTs along each street corridor, and identification of Existing PPTs that will fall out because they are not on or near a street corridor. For purposes of this Section 4.1.7, "street corridor" is defined as one or more contiguous street segments consisting exclusively of inalienable City-owned rights-of-way that are paved and contain sidewalks for pedestrians. For the avoidance of doubt, "street corridors" may include streets, avenues, boulevards, lanes, courts and ways.

4.1.8 "Build Year" means the period beginning on July 21 of a given year and ending on July 20 of the following year. For example, "Build Year 1" means the period beginning on July 21, 2015 and ending on July 20, 2016.

2. Section 1.1 of the Franchise Agreement is modified such that the following term and associated definition is deleted in its entirety:

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3. Sections 4.2.6 and 4.2.7 of Attachment SRV are deleted in their entirety.

4. Section 1.1.2 of Attachment SRV is modified by adding the following at the end thereof:

   Notwithstanding the foregoing, the Franchisee may utilize a design envelope identical to the Advertising Structure for Non-Advertising Structures, provided that (i) the Franchisee first uses best efforts to identify less costly alternatives to utilizing the Advertising Structure design envelope, including the Non-Advertising Structure envelope described above or another design envelope subject to approval by DoITT, and (ii) Non-Advertising Structures may not be illuminated.

5. Section 1.2.1 (i) of Attachment SRV is deleted in its entirety and replaced as follows:

   1.2.1 (i) The Franchisee shall construct and install no fewer than 7,000 Advertising Structures and 500 Non-Advertising Structures over a ten (10) year period, in accordance with the distribution table below, and provided that Franchisee may construct and install the required Non-Advertising Structures at any time before the end of Build Year 10. The schedule set forth in Section 1.2.3 sets forth the minimum cumulative number of Structures required to be operational per year, per borough at the end of each Build Year, and the cumulative number of Existing PPTs to be replaced with Structures per year, at the end of each Build Year. In accordance with the Build-out Schedule, Franchisee shall install and activate a number of Structures along street corridors in each community district that is at least equal to the number of Existing PPTs in such community district, provided that no earlier than the end of Build Year 8, the Franchisee may apply to DoITT for a waiver of this requirement for a specific community district. When evaluating any such application, DoITT may consider whether Franchisee is in breach of its obligations under Section 1.2.3, and whether any such breach should form a basis for denial of such application.

Borough	**Total Number of Structures**
Brooklyn	1,346
Bronx	736
Manhattan	3,900
Queens	1,239
Staten Island	279

6. The first sentence of Section 1.2.1 (ii) of Attachment SRV is deleted in its entirety and replaced as follows:

(ii) Consistent with the approved Build-out Schedule and Annual Installation Schedules, the Franchisee shall install no fewer than five thousand (5,000) Structures at Existing PPT locations, at least at the rate reflected in the tables appearing in Section 1.2.3. Notwithstanding the foregoing, DoITT will have the right to deny approval of any location if DoITT approves an alternative location that in DoITT's reasonable judgment, consistent with the provisions set forth in Section 4.2.1 of the Agreement, is of at least equal economic value to the Franchisee.

7. Section 1.2.1 (iii) of Attachment SRV is deleted in its entirety and replaced as follows:

(iii) In regard to locations for new Structure installations required to meet the obligation set forth in (i) that are in addition to those described in (ii) above, the Franchisee and DoITT have the rights and obligations set forth below. To avoid doubt, the parties may undertake the activities contemplated by this subsection concurrent with the Franchisee's fulfillment of its obligations in subsection 1.2.1(ii).

(a) Franchisee shall propose new locations consistent with the siting criteria referenced in Section 1.2.2 and applicable law (including the PPT Rules), subject to review and approval by DoITT in its discretion in accordance with Section 4.2.1 of the Agreement.

(b) DoITT may, after consultation with the Franchisee, select the locations in DoITT's reasonable discretion, consistent with the provisions set forth in Section 4.2.1 of the Agreement, subject to the requirements of applicable laws. In exercising its discretion, DoITT will review and take into account, among other factors, Franchisee's reasonable concerns regarding the overall revenue generating potential of the locations being selected and the overall cost of installation and service provision from the locations being selected.

8. Section 1.2.1 of Attachment SRV is modified by adding the following at the end thereof:

(v) Structures must be operational no later than forty-five (45) days after installation of the Structure or the date that Amendment No. 2 to the Franchise Agreement is registered in the Office of the Comptroller of the City of New York, whichever occurs later. Notwithstanding the foregoing, if the Franchisee can demonstrate to the City's reasonable satisfaction with respect to a Structure that (a) the Franchisee has taken all steps necessary for activation, (b) the only remaining step is the provision of electricity by Consolidated Edison, and (c) the Structure cannot be activated

without the provision of electricity notwithstanding continued best efforts by the Franchisee (the demonstration of (a) through (c), while such conditions remain in effect, a "Utility Delay"), the foregoing period will be extended up to an additional sixty (60) days with respect to the applicable Structure.

9. Section 1.2.3 of Attachment SRV is deleted in its entirety and replaced as follows:

1.2.3 The following is the schedule described in Section 1.2.1 (i) above. The schedule is intended to be cumulative, so that for example the number listed for Queens in (iii) below is the cumulative number that is to be installed over the full three years from the Effective Date through the third anniversary of the Effective Date. The obligation under Section 1.2.1(ii) to replace Existing PPTs with Structures at least at the rate reflected in the tables below is deemed an obligation under this Section commencing in Build Year 3. If in any Build Year, (1) the average sum processing time for (a) DoITT to issue notices to proceed to replace Existing PPTs, *plus* (b) Consolidated Edison to provide engineering layouts and disconnects, *plus* (c) the Department of Transportation to provide final construction permits exceeds one hundred sixteen (116) days for replacement locations or one hundred eighty-three (183) days for new locations; or (2) Franchisee activates fewer Structures than required in such Build Year due to Utility Delays, then Franchisee may request that DoITT consider adjustments to the Build-out Schedule. DoITT will discuss with Franchisee and consider granting the proposed adjustments. DoITT may deny the request for any reason including, but not limited to, Franchisee's breach of any obligation under the Agreement. Franchisee acknowledges and agrees it has no claim or right to protest or appeal a DoITT decision on Franchisee's request. DoITT may, in its discretion and after consultation with the Franchisee, institute an adjustment to the schedule (provided that the adjusted Build-out Schedule must not put Franchisee in a worse economic or operational position than it would be under the existing Build-out Schedule).

(i) Structures to be installed and operational by the end of the Build Year 1 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	0
Bronx	16
Manhattan	282
Queens	5

Staten Island	0

Existing PPTs Replaced	303

(ii) Structures to be installed and operational by the end of the Build Year 2 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	93
Bronx	70
Manhattan	637
Queens	124
Staten Island	29

Existing PPTs Replaced	852

(iii) Structures to be installed and operational by the end of the Build Year 3 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	241
Bronx	133
Manhattan	985
Queens	260
Staten Island	34

Existing PPTs Replaced	1,312

(iv) Structures to be installed and operational by the end of the Build Year 4 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	365
Bronx	195
Manhattan	1,341
Queens	368
Staten Island	84

Existing PPTs Replaced	1,752

(v) Structures to be installed and operational by the end of the Build Year 5 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	511
Bronx	267
Manhattan	1,761
Queens	496
Staten Island	118

Existing PPTs Replaced	2,052

(vi) Structures to be installed and operational by the end of the Build Year 6 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	678
Bronx	349
Manhattan	2,240
Queens	642
Staten Island	144

Existing PPTs Replaced	2,652

(vii) Structures to be installed and operational by the end of the Build Year 7 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	845
Bronx	432
Manhattan	2,719
Queens	788
Staten Island	169

Existing PPTs Replaced	3,252

(viii) Structures to be installed and operational by the end of the Build Year 8 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,017
Bronx	517
Manhattan	3,175
Queens	938
Staten Island	206

Existing PPTs Replaced	3,852

(ix) Structures to be installed and operational by the end of the Build Year 9 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,189
Bronx	602
Manhattan	3,631
Queens	1,088
Staten Island	243

Existing PPTs Replaced	4,452

(x) Structures to be installed and operational by the end of the Build Year 10 and shall be distributed as follows:

Borough	**Total Number of Structures**
Brooklyn	1,346
Bronx	736
Manhattan	3,900
Queens	1,239
Staten Island	279

Existing PPTs Replaced	5,000

(xi) DoITT will use best efforts to process Franchisee applications based on the siting criteria set forth in Section 2.1.3 commencing on the date that notice of Amendment No. 2 to the Franchise Agreement is published in The City Record. If applications are not processed based on that siting criteria on and after that date, Franchisee may request that DoITT consider adjustments to the Build-out Schedule with respect to Build Year 4. DoITT will discuss with Franchisee and consider granting the proposed adjustments. DoITT may deny the request for any reason including, but not limited to, Franchisee's breach of any obligation under the Agreement.

10. Section 1.2.7 of Attachment SRV is deleted in its entirely and replaced as follows:

1.2.7 On or before the date that is thirty (30) days after Amendment No. 2 to this Agreement is registered in the Office of the Comptroller of the City of New York, the Franchisee shall deliver to DoITT a proposed Build-out Schedule, subject to review and approval by DoITT. The Build-out Schedule will follow the overall construction and installation schedule contemplated by this Agreement. The Franchisee may from time to time propose amendments to the Build-out Schedule to address changing conditions, which amendments shall be subject to review and approval by DoITT. Consistent with the approved Build-out Schedule, the Franchisee shall submit to DoITT for its approval a proposed Annual Installation Schedule at least ninety (90) days prior to the commencement of the following Build Year. If DoITT notifies Franchisee that a site plan and photographs are required for a location other than as specified in the Annual

Installation Schedule, the Franchisee shall have one hundred twenty (120) days to produce the site plan and photographs and submit them to DoITT, and to install and activate the new Structure; provided however that the clock will stop during the time DoITT is reviewing the site plan. DoITT shall notify Franchisee when the site plan is approved, or if changes are required. The Franchisee may request an extension of such time which may be granted by DoITT in writing in its reasonable discretion. If changes to the site plan are required by DoITT an extension will be granted for a reasonable period of time commensurate with the required changes. Rejection by DoITT of the proposed Build-out Schedule or an Annual Installation Schedule that does not meet the criteria set forth herein will not give rise to a claim of Unavoidable Delay.

11. Section 1.2.8 of Attachment SRV is modified by adding the following before the first sentence:

    Franchisee shall deliver to DoITT on or before December 31, 2018 a list of Existing PPTs it proposes to be removed without replacement.

12. The fourth sentence of Section 1.2.8 of Attachment SRV is deleted in its entirely and replaced as follows:

    Franchisee shall remove all Existing PPTs not planned and approved for replacement by the end of Build Year 5.

13. Section 1.2.8 of Attachment SRV is modified by adding the following at the end thereof:

    (iv) The PPT located on the Northwest corner of 90th Street and West End

III. AMENDMENTS TO SITING CRITERIA

14. Section 2.1.3 of Attachment SRV is modified by adding the following at the end thereof:

    2.1.3 Subject to approval by DoITT, and consistent with the approval process outlined in Section 1.2.2, the Franchisee may replace Existing PPTs at its same location, at its same street address, or at the immediately adjacent street address. If installation at its same location, street address or adjacent street address is not practicable because of infrastructure limitations, vault conditions or other siting constraints, such replacement may be relocated to the blockfront across the street from its same location, to an adjacent blockfront (i.e., the blockfronts on either side of the blockfront where the PPT is currently located, or on either side of the blockfront across the street from where it is currently located) that does not have infrastructure limitations, vault conditions or other siting constraints, or to such other nearby blockfront that Franchisee

reasonably determines will provide a better location than the closest available blockfront, taking account of Wi-Fi Service objectives. Any such replacement site may not be within fifty (50) feet of another Structure and shall comply with all other siting criteria in Section 1.2.2 and applicable law (including the PPT Rules). For the avoidance of doubt, any site described in this subsection shall be deemed a replacement site to which the requirements of Section II(C) of the RFP do not apply.

15. Exhibit 4 to Attachment SRV is deleted in its entirety and replaced with Attachment 1 to this Amendment No. 2.

IV. AMENDMENT TO ANCILLARY SERVICES

16. Part VII of Attachment SRV is deleted in its entirety and replaced as follows:

Subject to the approval of the Commissioner, and pursuant to all parameters set out in that approval, the Franchisee may provide ancillary services from the Structures that (a) offer technical support for the provision of the public pay telephone service contemplated in Part III above and the Wi-Fi Service contemplated in Part IV above or (b) provide for other technologies not expressly contemplated in the Agreement. The Franchisee agrees to provide USB charging ports and touch screens on all Advertising Structures (not including Existing PPTs). To the extent ancillary services are authorized and provided, Franchisee shall provide them in a safe and reliable manner and will keep the relevant equipment in good repair.

V. AMENDMENT TO COMPENSATION AND OTHER PAYMENTS

17. Section 6.3.2 of the Agreement is modified by deleting and replacing "[RESERVED]" with the following:

6.3.2 (i) Notwithstanding anything in this section to the contrary, in each of Contract Years 3 through 9, if payment is due under Section 6.3.1(i), such payment shall be reduced to the Minimum Annual Guarantee for such Contract Year; provided that the aggregate of such reductions in all of Contract Years 3 through 9 shall not exceed $125,000,000.

(ii) If any reductions have been made pursuant to Section 6.3.2 (i), then in each of Contract Years 10, 11 and 12 an amount equal to one-third (1/3) of one hundred ten percent (110%) of all such reductions shall be added to the Minimum Annual Guarantee otherwise payable under Section 6.3.1 (ii) for such Contract Year.

(iii) If Gross Revenues in Contract Years 6, 7, 8 or 9 exceed three times (3x) the corresponding Minimum Annual Guarantee, DoITT may determine, in consultation with its auditor and the Franchisee, that Franchisee no longer needs reductions in payments in order to maintain the financial capacity to perform its obligations under this Agreement, and payments will return to the original payment schedule for the subsequent Contract Years. DoITT must exercise good faith efforts to make this determination within ninety (90) days after conclusion of the applicable Contract Year.

VI. AMENDMENT TO ASSIGNMENT AND OTHER TRANSFERS

18. Section (b) of Appendix E to the Agreement is modified by deleting and replacing clause (4) of the definition of "Institutional Lender" with the following:

(4) any lending entity that is authorized by the United States Citizenship and Immigration Services to provide financing to the Company in respect of the Company's activities under this Franchise Agreement pursuant to the Immigrant Investor Program (known as the "EB-5 Program")

VII. AMENDMENT TO LIQUIDATED DAMAGES

19. Exhibit 3 to Attachment SRV is modified by adding the contents of Attachment 2 to this Amendment No. 2 immediately after Item 1 of such exhibit.

[*Remainder of page intentionally blank. Signature pages follow.*]

IN WITNESS WHEREOF, the party of the first part, by its Department of Information Technology and Telecommunications and its Deputy Mayor, duly authorized by the Charter of the City of New York, has caused the corporate name of the City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the party of the second part, by it officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

CITY OF NEW YORK
DEPARTMENT OF INFORMATION
TECHNOLOGY AND TELECOMMUNICATIONS
255 Greenwich Street
New York, New York 10007

By:_ Name:
Title: Commissioner
Date:

CITYBRIDGE, LLC

10 Hudson Yards, 26th Floor
New York, New York 10001

By:_ Name:
Title: Chief Operating Officer
Date:

CITY OF NEW YORK

By:_ Name:
Title: Deputy Mayor
Date:

Attest:_____
Name:

CITY CLERK

By:_ Name:
Title: City Clerk
Date:

Approved as to form:
Certified as to legal authority:

By: _____
Name:
Title: Acting Corporation Counsel
Date:

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 2018, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is_____of the Department of Information Technology and Telecommunications of the City of New York, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____
Notary Public

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 2018, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is Deputy Mayor of the City of New York, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____
Notary Public

COUNTY OF NEW YORK)
) ss.:
STATE OF NEW YORK)

On the _____ day of_____, 2018, before me personally came_____, to me known, who, being by me duly sworn, did depose and say that he/she is_____of CityBridge, LLC, the entity described in and which executed the above instrument; and that

he/she signed his/her name thereto in such capacity being authorized to thus execute said instrument on behalf of the City of New York.

_____

Notary Public

ATTACHMENT 1

EXHIBIT 4

Siting Criteria

The general provisions contained in this Appendix apply to all Franchise Structures including those replacing Pre-Existing PPTs.

A. General Provisions

1. Clear Path. All Franchise Structures shall be installed so as to allow a minimum of 8 feet or one half of the sidewalk, whichever is greater, of straight unobstructed path ("clear path") for pedestrian circulation on the sidewalk. No grates or cellar doors shall be included as a part of the clear path directly in front of or behind a Franchise Structure.

2. Sight Lines. The placement of the Franchise Structures shall not interfere with pedestrian or motorist sight lines necessary for traffic safety.

3. Minimum Distance Requirements. Unless otherwise stated, distances shall be measured between the nearest points, viewed in plan, of the Franchise Structure and the specified object or element. Where a distance is required to be measured parallel to the curb line, the measurement shall be taken between the two lines perpendicular to the curb line, one touching the Franchise Structure and the other touching the specified object or element, that are closest to each other. Minimum distances shall be required between the Franchise Structure and specified elements or objects as detailed in Title 67, Chapter 6 of the Rules of the City of New York.[1] Reference to clearance from bus stops in said rules shall also apply (at a minimum) to clearance from any bus stop shelters associated with such bus stops. Except as provided in Part B of this Exhibit 4, and in addition to the requirements stated in the rules, in no event shall the new Franchise Structures and Pre-Existing PPTs be allowed within the following:

    a) 15' of an outdoor or elevated subway entrance
    b) 15' of street furniture with advertisement panel
    c) 15' radius of a fire hydrant
    d) 15' of an enclosed sidewalk café
    e) 5' of standpipe or sprinkler connection, siamese connection, etc.

[1] To view the existing siting and clearance requirements please visit: http://library.amlegal.com/nxt/gateway.dll/New%20York/rules/title67departmentofinformationtechnology/chapter6publicpaytelephones?f=templates$fn=default.htm$3.0$vid=amlegal:newyork_ny$anc=JD_T67C006_6-41.

f) 10’ of a driveway

4. Vaults. Where a vault is present, the Franchisee shall submit certification from an engineer that the installation of the Franchise Structure will in no way damage the vault.

5. Electrical Sources. Franchise Structures should be as close as possible, subject to all other distance requirements, to the source of electricity, if required for the operation of the Franchise Structure (and to any other pipes, conduits or similar structures that may be required for such operation). Such Franchise Structures that require an external electric power source may not be sited farther than 150 feet from the nearest available electric power source, unless otherwise directed by the City. The Franchisee is prohibited from using a traffic signal or Con Edison type #12 post, or any power source across a major or protected roadway, unless authorized to do so by the Department.

6. Landmarks and Historic Districts. The placement of the Franchise Structures in Historic Districts will be subject to the rules of the Landmarks Preservation Commission. No new Franchise Structure shall be erected parallel to a landmark site.

B. Special Circumstances

The Commissioner may waive or modify the above criteria in specific cases, except where prohibited by law, if, in his or her opinion, such waiver or modification is consistent with the public health, safety and general welfare, including as follows:

Criterion	**Waiver or Modification**
Fire Hydrant Clearance	Minimum 8’ radius of a fire hydrant

All such waivers or modifications shall be effective after ten (10) days’ prior written notice to and consultation with the affected Council Member, Borough President, and Community Board. Similarly, the Department may refrain from authorizing the siting of a Franchise Structure at a particular location that in the opinion of the Commissioner would result in an over-concentration of Franchise Structures.

Notwithstanding anything contained herein, the siting of Franchise Structures shall be subject to any applicable requirements of the New York City Administrative Code.

ATTACHMENT 2

EXHIBIT 3

Service Level Agreement and Schedule of Liquidated Damages

Item #	Requirement	Standard	Liquidated Damages
1A	Franchisee shall activate each PCS promptly after installation.	(1) For all PCSs, other than PCSs for which Franchisee incurred a Utility Delay ("a non-Delayed PCS"), the time between installation and activation (the "Activation Time") shall not exceed 45 days. (2) For all PCSs for which Franchisee incurred a Utility Delay (a "Delayed PCS"), the Activation Time shall not exceed 105 days.	(1) For each non-Delayed PCS: (a) If the Activation Time exceeds 45 days, Franchisee will be assessed liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 45 days; and (b) If the Activation Time exceeds 75 days, Franchisee will be assessed additional liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 75 days. (2) For each Delayed PCS: (a) If the Activation Time exceeds 45 days plus the period of the Utility Delay, Franchisee will be assessed liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 45 days plus the period of the Utility Delay; and (b) If the Activation Time exceeds 75 days plus the period of the Utility Delay, Franchisee will be assessed additional liquidated damages in an amount equal to $25 for each day that the Activation Time for such PCS exceeds 75 days plus the period of the Utility Delay.