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**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Special Meeting -- Friday, September 25, 2026

at 10:00 A.M.

(Council Chamber -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

Attendance At Meeting.

Present -- The Honorable Brandon Johnson, Mayor, and Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

Absent -- None.

Call To Order.

On Friday, September 25, 2026 at 10:20 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Mayor Brandon Johnson called the Council to order. The clerk called the roll of members and it was found that there were present at that time: Alderpersons Hopkins, Dowell, Robinson, Yancy, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Mosley, Rodríguez, Scott, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden -- 42.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons La Spata, Hall, Coleman, Taylor, Tabares and Silverstein submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, the members physically present in the Chamber accepted by a unanimous viva voce vote, the requests by Alderpersons La Spata, Hall, Coleman, Taylor, Tabares and Silverstein to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 48 persons.

Pledge Of Allegiance.

Mayor Brandon Johnson led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Pastor Billy Evans, Chief of the City of Chicago's Faith Engagement, opened the meeting with prayer.

Placed On File -- CALL FOR SPECIAL MEETING.

[F2026-0028762]

The following call for a special meeting was filed in the Office of the City Clerk on Wednesday, September 23, 2026, at 9:33 A.M.:

CITY COUNCIL
CITY OF CHICAGO

September 23, 2026.

Honorable Anna Valencia
City Clerk
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

DEAR CLERK VALENCIA -- We, the undersigned members of the City Council of the City of Chicago, do hereby call a Special Meeting of the City Council of the City of Chicago, to be convened on Friday, September 25, 2026, at 10:00 A.M., in the City Council Chamber in City Hall, for the following purpose, and no other purpose whatsoever:

1. For the immediate consideration of SO2026-0025407, a substitute ordinance authorizing the approval of the ownership transfer pursuant to the Chicago Metered Parking System Concession Agreement.

Sincerely,

(Signed) PAT DOWELL,
Alderman, 3rd Ward

(Signed) NICOLE LEE,
Alderman, 11th Ward

(Signed) SCOTT WAGUESPACK,
Alderman, 32nd Ward

PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following member of the general public addressed the City Council:

George Blakemore

There were no written comments submitted by the public for this meeting of the City Council.

Action Deferred -- AUTHORIZATION FOR APPROVAL OF OWNERSHIP TRANSFER PURSUANT TO CHICAGO METERED PARKING SYSTEM CONCESSION AGREEMENT.

[SO2026-0025407]

The Committee on Finance submitted the following report which was, at the request of Alderperson Dowell and Alderperson Waguespack, *Deferred* and ordered published:

CHICAGO, September 25, 2026.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing the approval of ownership transfer pursuant to Chicago Metered Parking System Concession Agreement (SO2026-0025407), having the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with two (2) dissenting votes made by Alderman Jason Ervin (28th Ward) and Alderman William Hall (6th Ward) on September 24, 2026.

(Signed) PAT DOWELL,
Chair.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution (the "Constitution") of the State of Illinois and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, On December 4, 2008, the City Council of the City (the "City Council") passed an ordinance (the "2008 Ordinance") published in the *Journal of the Proceedings of the City Council* (the "*Journal*") for such date at pages 50506 through 50780, inclusive, authorizing the City to enter into a concession agreement with Chicago Parking Meters, LLC, a Delaware limited liability company ("CPM"), regarding parking fee collection devices in the City's metered parking system and authorizing the execution of associated documents, associated conveyances, and other ancillary acts; and

WHEREAS, On December 4, 2008, the City and CPM entered into that certain Chicago Metered Parking System Concession Agreement dated as of December 4, 2008; and

WHEREAS, Pursuant to an ordinance passed by the City Council on June 5, 2013 (the "2013 Ordinance"), and published in the *Journal* for such date at pages 54082 through 54414, inclusive, the City and CPM entered into that certain Amended and Restated Chicago Metered Parking System Concession Agreement dated as of

June 5, 2013, as subsequently amended and supplemented from time to time (as amended and supplemented, the "Concession Agreement"), pursuant to which CPM, among other things, receives the right to operate, maintain and improve the Metered Parking System (as defined in the Concession Agreement), to retain the revenues to be derived from the operation of certain metered parking spaces and to be compensated for the operation of certain other metered parking spaces; and

WHEREAS, CPM's direct owners are Deeside Investments, Inc., a Delaware corporation ("Deeside") (whose indirect owners are Allianz SE, a German public corporation, and the Abu Dhabi Investment Authority, a public institution wholly owned by the Government of the Emirate of Abu Dhabi), Morgan Stanley Infrastructure Investors L.P., a Delaware limited partnership ("MSII"), North Haven Infrastructure Partners L.P., a Delaware limited partnership ("NHIP"), North Haven Infrastructure Partners A Sub L.P., a Delaware limited partnership ("NHIP A Sub"), MS CPM Holdco LLC, a Delaware limited liability company ("MS CPM Holdco"), MS CPM Holdco II LLC, a Delaware limited liability company ("MS CPM Holdco II" and, together with MSII, NHIP, NHIP A Sub, and MS CPM Holdco, the "CPM Sellers") who collectively own 100 percent of the membership interests in CPM; and

WHEREAS, The CPM Sellers desire to sell their 50.1 percent membership interests in CPM (the "CPM Membership Interests"); and

WHEREAS, The indirect owners of Deeside (the "Deeside Sellers" and, together with the CPM Sellers, the "Sellers") desire to sell their 100 percent membership interests in Deeside (the "Deeside Membership Interest" and, together with the CPM Membership Interests, the "Membership Interests"); and

WHEREAS, The Sellers conducted a competitive sale process inviting bids from potential buyers to purchase the Membership Interests; and

WHEREAS, Affiliates (collectively, the "Buyer") of Stonepeak Partners L.P. ("Stonepeak") submitted a bid to the Sellers for the purchase of the Membership Interests; and

WHEREAS, The Sellers have accepted the Buyer's bid for the purchase of the Membership Interests (the "Proposed Transfer"); and

WHEREAS, After consummating the Proposed Transfer, the Buyer will directly or indirectly own 100 percent of CPM; and

WHEREAS, Section 17.1 of the Concession Agreement requires CPM to seek City approval for the Proposed Transfer; and

WHEREAS, Section 15 of the 2008 Ordinance prescribes that the Proposed Transfer requires approval by the City Council; and

WHEREAS, On March 12, 2026, CPM sent the City a letter requesting approval of the Proposed Transfer; and

WHEREAS, The City and CPM have engaged in discussions with respect to the Proposed Transfer and have agreed that in connection with the Proposed Transfer, CPM has agreed to pay to the City \$75,000,000 (the "Community Benefits Funds"); and

WHEREAS, The City and CPM have agreed to amend the Concession Agreement to provide that the Concessionaire (as defined in the Concession Agreement) will pay to the City, in connection with any future sales of the Concessionaire to a new owner, that requires and obtains approval by the City under Section 17.1 of the Concession Agreement, two percent (2%) of the sale price (the "Future Transfer Fees"); and

WHEREAS, The City and CPM have further agreed to amend the Concession Agreement to provide that the Concessionaire will make an annual payment to the City in an amount equal to five percent (5%) (the "City Profit Share") of Calculated Net Income (as defined in the hereafter defined Third Amendment); and

WHEREAS, The Community Benefits Funds, the Future Transfer Fees and the City Profit Share (collectively, the "Concession Payments") shall be used to fund the City's contributions to the City's pension funds, as further specified by the City Council; and

WHEREAS, The City and CPM and have agreed upon certain other changes to the Concession Agreement, as described in a proposed Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement, which shall include, among others, (i) adding standards to ensure appropriate treatment of employees of the Concessionaire and of its Operator (as defined in the Concession Agreement), (ii) adding data protection standards to ensure that data collected in connection with the Metered Parking System shall not be shared with federal immigration enforcement authorities except as required by law or permitted by the Concession Agreement, (iii) adjusting the definition of Required Closures (as defined in the Concession Agreement) to provide for the City to close Metered Parking Spaces (as defined in the Concession Agreement) for up to ten hours, in connection with seven specified annual events, (iv) providing for the City and the Concessionaire to examine adding on-street electric-vehicle charging stations to the Metered Parking System (as defined in the Concession Agreement), (v) providing the City and the Concessionaire to work together to explore collaboration between the parties to implement new and emerging forms of innovative technology, and (vi) adding reporting on Concessionaire employees located in socio-economically disadvantaged areas in the City; and

WHEREAS, In connection with the Proposed Transfer, the City, CPM and certain affiliates of Stonepeak have agreed to provide certificates reaffirming statements earlier provided by such parties to the City in such parties' Economic Disclosure Statements and Affidavits; and

WHEREAS, The City has determined to specify the City approval procedure in connection with future proposed Transfers (but excluding the Proposed Transfer); and

WHEREAS, The City has determined to audit the Concessionaire's compliance with the allocation of certain convenience fee revenues; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Article 1.

Authorization And Definitions.

SECTION 1.1. Authorization. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council (the "Finance Committee") pursuant to proper notice and, in accordance with the findings and recommendations of the Finance Committee, hereby finds that all of the recitals contained in the preambles to this ordinance are full, true, and correct and does incorporate them into this ordinance by this reference. This ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. The remaining provisions of this ordinance are divided into Articles as follows:

- (i) Article 2 authorizes the Proposed Transfer, the execution of the Third Amendment, the use of the Concession Payments, and the approval procedure for future Transfers; and
- (ii) Article 3 provides for the enactment of this ordinance and other provisions applicable to all matters authorized hereunder.

SECTION 1.2. Definitions Used In This Ordinance. As used in this ordinance, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Authorized Officer" means: (a) the Mayor, the Chief Financial Officer or the City Comptroller of the City, or any other official of the City so designated by a certificate signed by the Mayor, the Chief Financial Officer, or the City Comptroller of the City, and filed with the City Clerk for so long as that designation is in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Chief Financial Officer" means the chief financial officer of the City appointed by the Mayor or, if there is no such officer then holding that office, the City Comptroller of the City.

"City Clerk" means the duly qualified and acting City Clerk of the City or any Deputy City Clerk or other person who may lawfully take a specific action or perform a specific duty prescribed for the City Clerk pursuant to this ordinance.

"Mayor" means the Mayor of the City.

"Municipal Code" means the Municipal Code of Chicago.

"Reaffirmation Certificates" means, collectively, (i) the Certificate of Reaffirmation of Chicago Parking Meters, LLC, substantially in the form attached hereto as Exhibit B-1, and (ii) the Certificate of Reaffirmation of Camaro Topco, LLC and Camaro Midco, Inc., substantially in the form attached hereto as Exhibit B-2.

"Third Amendment" means the Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement between the City and CPM, substantially in the form attached hereto as Exhibit A.

Defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Third Amendment. References to articles and sections in this ordinance shall mean articles and sections of this ordinance unless otherwise indicated.

Article 2.

Proposed Transfer; Third Amendment; Concession Payments.

SECTION 2.1. Approval Of Proposed Transfer. The City Council hereby approves the Proposed Transfer; provided, however, that this approval shall be revoked if on or before the earlier of (a) the end of 2026, or (b) ten days after the Proposed Transfer shall have closed, the following two events have not occurred: (i) the City has not received \$75,000,000 from or on behalf of CPM, in respect of the Community Benefits Funds; and (ii) the Third Amendment and the Reaffirmation Certificates have not each been fully executed and delivered by CPM and Stonepeak, as applicable, within three Business Days after receipt of copies of the Third Amendment signed with the City.

SECTION 2.2. Authorization Of Third Amendment.

(a) The form of the Third Amendment presented to this meeting is hereby approved in all respects. The Mayor and the Chief Financial Officer are each authorized to execute and deliver the Third Amendment for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) The Third Amendment shall be in the form of the Third Amendment attached hereto as Exhibit A, except that the Mayor or the Chief Financial Officer may fill in dates that are currently shown as blanks on Exhibit A. Any other changes or revisions to the Third Amendment shall be subject to approval by the City Council.

SECTION 2.3. Concession Payments.

The receipt by the City of \$75,000,000 from CPM, in respect of the Community Benefits Funds, is hereby approved, with such payment to be made on or about the date of the execution of the Third Amendment by each of the parties thereto. The Chief Financial Officer shall notify the City Council upon receipt of the Community Benefits Funds. The Concession Payments shall be used to fund the City's contributions to the City's pension funds, with the exact allocation among the City pension funds to be further determined by the City Council.

SECTION 2.4. Approval Of Transfer And Change In Control.

- (a) The provisions of subsection (b) shall not apply to the Proposed Transfer but only to future requests by the Concessionaire to the City for Approval (as defined in the Concession Agreement) in connection with a proposed Transfer, including any Change in Control (as defined in the Concession Agreement).
- (b) Notwithstanding Section 1.15(b) of the Concession Agreement, any request by the Concessionaire to the City for Approval in connection with a proposed Transfer, including any Change in Control, shall be subject to the following procedure:
 - (i) The Concessionaire shall present such Approval request to the Chief Financial Officer who shall consider such request using the criteria set forth in the Concession Agreement. Within 30 Days (as defined in the Concession Agreement) of receipt by the Chief Financial Officer of such request, the Chief Financial Officer shall make a recommendation to approve or deny such request and transmit such recommendation to the City Council.
 - (ii) The City Council shall act and vote to approve or deny such request for Approval in accordance with such recommendation within 90 Days of receipt by the City Council of the Chief Financial Officer's recommendation. Any documents to be executed by the City in order to implement such vote by the City Council shall be in the form as attached as exhibits to the City Council ordinance approving or denying such request, except as needed to fill in blanks shown for dates in the attached exhibits.
- (c) Given the specified procedure under subsection (b) above, in order to avoid any potential confusion, Section 15 of the 2008 Ordinance is hereby repealed.

SECTION 2.5. Audits. One or more of the Authorized Officers shall conduct an annual audit of the Concessionaire, in accordance with the provisions of the Concession Agreement, to determine compliance by the Concessionaire with the provisions of Section 4.7(d)(ii) of the Concession Agreement concerning convenience fee revenue and wallet interest.

*Article 3.**Enactment.*

SECTION 3.1. Construction. Pursuant to the home rule powers of the City, to the extent that any ordinance, resolution, rule, order or provision of the Municipal Code or part thereof, is in conflict with or is inconsistent with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any part, section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. The documents, agreements and instruments authorized under this ordinance shall not be deemed to be "city contracts" for the purposes of Section 11-4-1600(e) of the Municipal Code.

SECTION 3.2. Additional Authorization. Each Authorized Officer and the City Clerk shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the Third Amendment, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance and the Third Amendment, but subject to any limitations on or restrictions of such power or authority as herein set forth. Each Authorized Officer and the City Clerk are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance and the Third Amendment, or to evidence said authority and any such actions heretofore taken by the Mayor, an Authorized Officer, the City Treasurer, or the City Clerk in accordance with the provisions hereof are hereby ratified and approved.

SECTION 3.3. Pamphlet Publication. This ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 3.4. Effective Date. This ordinance shall be in full force and effect upon passage, approval, and publication in pamphlet form.

Exhibits "A", "B-1" and "B-2" referred to in this ordinance read as follows:

Exhibit "A".

*Third Amendment To Amended And Restated Chicago Metered Parking System
Concession Agreement With CPM.*

This THIRD AMENDMENT TO AMENDED AND RESTATED CHICAGO METERED PARKING SYSTEM CONCESSION AGREEMENT (this "Third Amendment") is dated as of _____, 2026, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections I and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and Chicago Parking Meters, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Concessionaire").

WHEREAS, the City and the Concessionaire have entered into the Amended and Restated Chicago Metered Parking System Concession Agreement dated as of June 5, 2013, as amended by (i) the First Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement dated as of August 2, 2017 (the "First Amendment"); (ii) that certain letter dated August 11, 2017 (the "August 11, 2017 Letter") from the City to the Concessionaire concerning certain changes to the Operating Standards; (iii) the Second Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement dated as of March 1, 2019 (the "Second Amendment"); (iv) that certain letter dated July 7, 2023 (the "July 7, 2023 Letter") from the City to the Concessionaire concerning certain changes to the Operating Standards; and (v) that certain letter dated August 14, 2023 (the "August 14, 2023 Letter") from the City to the Concessionaire concerning a change to the Bank Rate (as amended by the First Amendment, the August 11, 2017 Letter, the Second Amendment, the July 7, 2023 Letter, and the August 14, 2023 Letter, the "Concession Agreement") pursuant to which the Concessionaire obtained from the City of the right to use, operate, manage, maintain and rehabilitate the Metered Parking System, to collect and retain the revenues to be derived from the operation of the Concession Metered Parking Spaces and to be compensated for the operation of Reserve Metered Parking Spaces for the Term of the Agreement, subject to the reserved police powers and regulatory powers of the City with respect to the Metered Parking System; and

WHEREAS, on March 12, 2026, the Concessionaire sent the City a letter requesting approval by the City of a proposed Transfer (the "Proposed Transfer") of the ownership interests in the Concessionaire from the current owners to an affiliate of Stonepeak Partners, LP (the "New Owner"); and

WHEREAS, the City and the Concessionaire have engaged in discussions with respect to the Proposed Transfer and have agreed upon certain changes to the Concession Agreement, as described in this Third Amendment; and

WHEREAS, on _____, 2026, the City Council of the City passed an ordinance (the "2026 Ordinance") approving the Proposed Transfer and, among other things, authorizing execution of this Third Amendment;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the City and the Concessionaire, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms. Except as otherwise stated herein or amended hereby, all defined terms used in this Third Amendment shall have the meanings given to such terms in the Concession Agreement.

Section 2. Added Definitions. The following definitions are hereby added to Section 1.1 of the Concession Agreement:

“2026 Ordinance” means that certain ordinance adopted by the City Council on _____, 2026 solely in the form as adopted on such date (notwithstanding anything in Section 1.11 to the contrary), with respect to this Agreement, and attached hereto as Exhibit B.

“Calculated Net Income” has the meaning given to such term in Section 3.22.

“Compensation Fair Market Value” means, at any given date, the fair market value of the non-monetary compensation at the time of the occurrence of the relevant Transfer, as determined pursuant to a written appraisal by an independent third-party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the City and the Concessionaire. If the Parties fail to agree upon such a single appraiser within 30 Days after a Party requests the appointment thereof, then the City and the Concessionaire shall each appoint an independent third-party appraiser and both such appraisers shall be instructed jointly to select a third independent third-party appraiser, with experience in appraising similar assets and with certifications as an accredited senior appraiser and accredited business valuation, to make the appraisal referred to above. The Concessionaire shall pay the reasonable costs and expenses of any appraisal.

“Divestiture Certificate” means the certificate provided to the City by Stonepeak Partners LLC. on _____, 2026.

“Excluded Event Calculated Closure” means, during an Excluded Event, a closure which qualifies under the definition of “Required Closure” and which exceeds six hours but does not exceed ten hours.

“Excluded Events” means each of the following annual events: Bud Billiken Parade, Chinese Lunar New Year Parade, Mexican Independence Day Parade in Little Village, Pride Parade, Riot Fest, Southside Irish St. Patrick’s Day Parade, and Toys for Tots Parade; *provided, however*, that in any calendar year, the City may designate one or more other annual events in replacement for any of the aforesaid annual events (with each replacement event being of no longer duration and no greater number of affected Metered Parking Spaces than the aforesaid annual event being replaced and such designation occurring prior to the occurrence of the annual event being replaced), as an Excluded Event.

“Excluded Events Closure Payment” means an amount determined on an assumption that each Excluded Event Calculated Closure qualified as a Required

Closure solely for purposes of such calculation. Based on that assumption, the Excluded Events Closure Payment for each Concession Metered Parking Space affected by an Excluded Event Calculated Closure during the Quarter of calculation would be equal to the Required Closure Payment for that affected Concession Metered Parking Space if such Excluded Event Calculated Closure were treated as a Required Closure, pursuant to Schedule 6 and Section 7.9(c).

"Maximum Duration" means (i) for Required Closures in respect of any Excluded Event, ten hours; and (ii) for all other Required Closures, six hours.

"Personal Data" means any data that distinguishes or traces, or that can reasonably be used to distinguish or trace a Person or a Person's identity, including but not limited to the following, whether alone or in combination with other data: (i) name, (ii) address, (iii) telephone number, (iv) email address, (v) credit card number, (vi) debit card number, (vii) bank account number, (viii) any other account number, (ix) Social Security number, (x) any other unique identifier number or code, (xi) license plate number, (xii) VIN, (xiii) vehicle title number, (xiv) date of birth, (xv) place of birth, (xvi) mother's maiden name, (xvii) physical characteristics, (xviii) physical images, (xix) biometric data, and (xx) any data, including but not limited to metadata, related to any Person's usage of the Metered Parking System.

"Profit Share" means the annual payment to the City by the Concessionaire as provided in Section 3.22.

"Transfer Fee" shall mean the amount paid to the City as prescribed in Section 17.1(g).

Section 3. Amendment of Section 1.1 of Concession Agreement. The definitions of "Change in Control" and "Information" in Section 1.1 of the Concession Agreement is hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

"Change in Control" means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (i) a change in ownership so that 50% or more of the direct or indirect voting or economic interests in such Person is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; *provided, however*, that notwithstanding anything to the contrary set forth in this definition (A) clauses (i) and (ii) above shall apply to transactions in shares of a publicly traded company or other transactions involving a publicly traded company only if they cause such company to no longer be a publicly traded company, (B) Transfers of direct or indirect ownership interests in

the Concessionaire or the Operator (as applicable) between or among Persons that are Affiliates (including funds or similar entities managed by such Persons) shall not constitute a "Change in Control" for the purposes of this Agreement, (C) Transfers of shares of the Concessionaire or its direct or indirect parent pursuant to an initial public offering on the New York Stock Exchange, NASDAQ, London Stock Exchange or comparable securities exchange shall not constitute a "Change in Control," (D) transfers of direct or indirect ownership interest in the Concessionaire by any Equity Participant or its beneficial owner(s) to any Person shall not constitute a "Change in Control" so long as the Equity Participants or their beneficial owner(s) having, in the aggregate, more than 50% direct or indirect ownership interest in the Concessionaire as of ~~December 4, 2008~~ the date of passage of the 2026 Ordinance retain, in the aggregate, more than 50% of the rights to elect directors, officers and managers of the Concessionaire.

"Information" means any and all information (including, to the extent permitted by applicable Law, and consistent with this Agreement, Personal Data) relating to the Metered Parking System Operations, including (i) income statements, balance sheets, statements of cash flow and changes in financial position, details regarding Metered Parking Revenues derived from Metered Parking System Operations, operating income, expenses, capital expenditures and budgeted operating results relating to the Metered Parking System Operations, (ii) all certificates, correspondence, data (including test data), documents, facts, files, information, investigations, materials, notices, plans, projections, records, reports, requests, samples, schedules, statements, studies, surveys, tests, test results, parking information (including volume counts, classification counts, and vehicle jurisdiction data) analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored or used by the Metered Parking System, the Concessionaire or any of its Representatives in connection with the Metered Parking System or the Metered Parking System Operations and (iii) proper, complete and accurate books, records, accounts and documents of the Concessionaire relating to the Metered Parking System Operations, including any Information that is stored electronically or on computer-related media; *provided, however*, that nothing in this Agreement shall require the disclosure by any Party of Information that is protected by attorney-client or other legal privilege based upon an opinion of counsel reasonably satisfactory to the other Party or acquired by a Party subject to a confidentiality agreement.

Section 4. Amendment of Section 1.15 of Concession Agreement. Subsections (a) and (b) of Section 1.15 of the Concession Agreement are hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

(a) *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the City of or to any action, Person, Document, or other matter contemplated by this Agreement, the following

provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the City, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City); (iii) the City shall, within such time period set forth herein (or, except as provided in the immediately following sentence, if no time period is provided, within 45 Days, subject to the City's right to extend such period for an additional 15 Days) after the giving of a notice by the Concessionaire requesting an approval or consent, advise the Concessionaire by notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the City) set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the City acting reasonably, of the information or documentation provided; (iv) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the City does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the City set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply until such time as the approval or consent of the City is finally obtained; (v) if the disapproval or withholding of consent mentioned in clause (iv) of this Section 1.15(a) is subsequently determined pursuant to Article 19 to have been improperly withheld or conditioned by the City, such approval or consent shall be deemed to have been given on the date of such final determination; and (vi) for the avoidance of doubt, any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 19. Notwithstanding the time period for Approval by the City specified in clause (iii) of the immediately preceding sentence, the City shall, within a period of 120 Days, after the giving of a notice by the Concessionaire requesting an approval or consent in connection with any Transfer (including any Change in Control), advise the Concessionaire by notice either that it consents or approves or that it withholds its consent or approval; the rest of the provisions of the immediately preceding sentence (including the requirement that the City set forth, in reasonable detail, its reasons for any withholding of its consent or approval) shall apply to requests for approval or consent in connection with any Transfer (including any Change in Control).

(b) *Authority of the City.* Except in connection with any approval or consent by the City in connection with a Transfer, whenever ~~Wherever~~ this Agreement provides that an act is to be taken or performed or approval or consent is to be given by the City, such act may be taken or performed or approval or consent may be given by the Mayor or the Chief Financial Officer of the City (or if that office is vacant, the City Comptroller) or the Deputy Director of the Department of Finance of the City, without further action by the City Council of the City and the Concessionaire may rely thereon in all respects. For any approval or consent is to be given by the City in connection with a Transfer, the process for the City's approval or consent shall follow the process prescribed in the 2026 Ordinance.

Section 5. Amendment of Section 1.17 of Concession Agreement. Section 1.17 of the Concession Agreement are hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

Section 1.17. Incorporation of Schedules and Exhibits. The following attached Schedules and Exhibits are made a part of this Agreement:

(Omitted text is unaffected by this amendment)

Exhibit B 2026 Ordinance

Section 6. Amendment of Article 3 of Concession Agreement. Article 3 of the Concession Agreement is hereby amended by adding new Section 3.22 to read in its entirety as follows:

Section 3.22. Profit Share to City. (a) The Concessionaire shall pay to the City within 150 Days after the end of each calendar year a Profit Share equal to five percent of the Concessionaire's Calculated Net Income during the prior calendar year. Pursuant to Section 8.3(a), the City may audit the Information (including, without limitation, balance sheets) applicable to the calculation of the Concessionaire's net income.

(b) As used in this Section, "Calculated Net Income" means the Concessionaire's net income as shown on their audited financial statements for the prior calendar year with the following adjustment: the deduction for management fees shall exclude any management fees payable to entities, directly or indirectly controlled by Stonepeak Partners LP to the extent both not on an arms' length basis and in excess of the amount shown for management fees on the Concessionaire's audited financial statements for the calendar year immediately preceding the year in respect of which Calculated Net Income is being determined, but with such amount Adjusted for Inflation for such year of determination (it being understood and agreed for the avoidance of doubt that management fees for this purpose shall

exclude any payments directly or indirectly to management personnel of the Concessionaire (or other employees or individual service providers managing or operating the day-to-day operations of the Concessionaire), including to the extent such personnel are employed by Persons affiliated with the Concessionaire).

Section 7. Amendment of Article 4 of Concession Agreement. Article 4 of the Concession Agreement is hereby amended by adding new Sections 4.8 and 4.9 to read in their entirety as follows:

Section 4.8. Electric-Vehicle Charging Stations. The Concessionaire and the City shall establish a working group to complete due diligence for an on-street electric-vehicle charging system (the “EV system”), with a view to installing electric-vehicle charging in parts of the Metered Parking System to be designated following completion of due diligence. The Concessionaire and the City shall negotiate in good faith regarding the cost allocation of installing and operating the EV system and sharing revenues generated by the EV system. Working in good faith, the Concessionaire and the City shall endeavor to establish reasonable timelines with quarterly benchmarks to maximize the prospect of achieving the establishment of the incorporation of the EV system within the Metered Parking System within a reasonable timeframe.

Section 4.9. Additional Technology and Services. The Concessionaire and the City shall work together to explore collaboration between the Parties to implement new and emerging forms of innovative technology, including, without limitation, services contemplated in the City’s Smart Streets Pilot Program (as described in Chapter 9-108 of the Municipal Code) and the City’s Smart Loading Zone Pilot Program (as described in Section 9-64-175 of the Municipal Code), in connection with Metered Parking System Operations. The Concessionaire and the City shall further explore having Metering Devices provide additional services to users, including, without limitation, providing wheel tax license emblems issued by the City pursuant to Section 3-56-070 of the Municipal Code, or providing such other services as may be established through agreements with the Chicago Park District, the Northern Illinois Transit Authority, or other Governmental Authorities.

Section 8. Amendment of Section 7.6 of Concession Agreement. Section 7.6 of the Concession Agreement is hereby amended by adding new subsection (c) to read in its entirety as follows:

(c) *Excluded Events Closure Payments.* On the last Day of each Quarter, if one or more Excluded Events shall have occurred during that Quarter or any preceding Quarter in the same Reporting Year, the City shall determine whether during such Excluded Events any Excluded Event Calculated Closures have occurred during such Quarter or any preceding Quarter in the same Reporting Year. If any Excluded Event Calculated Closures have occurred during such Quarter or any preceding Quarter in the same Reporting Year, the

City shall calculate whether the sum of the Excluded Event Calculated Closures and the Required Closures (as determined under Section 7.9(c)), each occurring during such Quarter or any preceding Quarter in the same Reporting Year, would exceed the number of Days equal to the Required Closure Allowance for the affected Metered Parking Spaces as of the last Day of such Quarter. If such sum would exceed the number of Days equal to such Required Closure Allowance, the City shall pay the Concessionaire an Excluded Events Closure Payment on the last Day of such Quarter. If such sum would not exceed the number of Days equal to such Required Closure Allowance, no Excluded Events Closure Payment shall be made by the City to the Concessionaire. An Excluded Events Closure Payment shall be payable by the City only from the following sources: (i) first, any existing Settlement Credit, and (ii) second, if existing Settlement Credit is insufficient to pay such Excluded Events Closure Payment in full, from (A) amounts payable to the City from Reserve Metered Parking Spaces pursuant to Section 7.1, and (B) amounts payable to the City pursuant to Section 4.7(d)(ii).

Section 9. Amendment of Section 7.9(c) of Concession Agreement. Section 7.9(c) of the Concession Agreement is hereby amended by deleting the text struck through and by inserting the text underscored, as follows:

(c) *Required Closure.* If as a result of a Required Closure, Metered Parking System Operations for a Concession Metered Parking Space are suspended for a number of Days in the Reporting Year in excess of the Required Closure Allowance, then for the current and any subsequent Quarter during such Reporting Year the City shall be obligated to make a Required Closure Payment. A Required Closure Payment arising in connection with any Quarter shall be due and payable as part of the Quarterly Settlement Amount for such Quarter. Any Required Closure of an aggregate duration of greater than ~~six hours~~ the Maximum Duration in any Day shall be treated as a Required Closure for the entire Day and any Required Closure of an aggregate duration of ~~six hours~~ the Maximum Duration or less shall be disregarded; *provided, however*, that any Required Closure of an aggregate duration of ~~six hours~~ the Maximum Duration or more that occurs over a period of three consecutive Days within the same Reporting Year (with each of the three consecutive Days counted for this purpose and with no single Day Required Closure of greater than ~~six hours~~ the Maximum Duration) shall be treated as a Required Closure for the first Day of such three-Day period. For any such three-Day period, at least two of the Days shall have a Required Closure of some duration not exceeding ~~six hours~~ the Maximum Duration. In no event shall any of the three Days be used to calculate more than one Day of Required Closure.

Section 10. Amendment of Article 8 of Concession Agreement. Article 8 of the Concession Agreement is hereby amended by adding a new Section 8.5 to read in its entirety as follows:

Section 8.5. Use of Personal Data.

- (a) *Processing and Using Personal Data.* The Concessionaire shall only process Personal Data (i) for the purposes of operating, and only as reasonably necessary to operate, the Metered Parking System; (ii) for legitimate business purposes reasonably related to the Metered Parking System, including billing, collections, customer service, internal auditing, financial reporting, insurance, and corporate transactions; (iii) to exercise or defend Claims or investigations, including in connection with litigation, arbitration, regulatory proceedings, or Third Party Claims; or (iv) as otherwise permitted by this Agreement or required by applicable Law. The Concessionaire shall not use Personal Data for any purpose except as permitted in this subsection (a), unless the Personal Data have first been de-identified according to subsection (f) below.
- (b) *Disclosing Personal Data.* Except as required by applicable Law or otherwise permitted by this Agreement, the Concessionaire shall not disclose Personal Data to any Person, including Affiliates of the Concessionaire— including but not limited to any law enforcement agency, law enforcement official, Governmental Authority (other than the City), or private Person—for any reason, except: (i) to the City; (ii) to the Operator or one or more other contractors of the Concessionaire, solely for the purpose of the Operator or such other contractors, respectively, operating, and only as necessary for them to operate, the Metered Parking System; provided, however, that the Concessionaire shall not disclose any Personal Data to the Operator or any other contractor unless and until that Person has executed with the Concessionaire a written agreement that is at least as protective of Personal Data as this Section 8.5; (iii) to the Concessionaire's outside legal counsel, auditors, insurers, or other professional advisors, in each case subject to obligations of confidentiality; (iv) as required by applicable Law or in response to a valid subpoena, court order or other compulsory legal process, provided that the Concessionaire complies with subsection (c) below to the extent applicable; or (v) as necessary to exercise or defend Claims or investigations, including in connection with litigation, arbitration, regulatory proceedings, or Third Party Claims. For the avoidance of doubt, the Concessionaire shall not transfer, share, give, sell, or assign any Personal Data to any Person for any reason, except as authorized under this Agreement.
- (c) *Notification of Request/Demand for Personal Data.* The Concessionaire shall promptly, and in any case within the period required for notification under any applicable data protection law or regulation, notify the City of any legally binding request or any demand for Personal Data by any law enforcement agency, law enforcement official, Governmental Authority, or private Person, unless such notification would constitute a violation of applicable Law by the Concessionaire. In the event that the Concessionaire intends to comply with a request or demand from any law enforcement agency, law enforcement official, Governmental Authority, or private Person, the Concessionaire may provide notice and opportunity to the City to obtain confidential treatment or similar protection with respect to such disclosure, including without limitation by the City seeking a

protective order or other appropriate remedy to resist or narrow the scope of such request to the extent permitted by applicable Law. If no such confidential treatment or similar protection is sought and obtained within thirty (30) Days of any such notice, the Concessionaire shall be permitted to fully comply with any such request or demand.

- (d) *Reporting.* The Concessionaire shall report to the City any use or disclosure of Personal Data not permitted by this Section 8.5. The Concessionaire shall make the report no later than thirty (30) Days after becoming aware of the unpermitted use or disclosure. The Concessionaire shall include in the report a brief description of what happened, including the date(s) of the unpermitted use or disclosure; the types of data involved; any steps affected Persons should take to protect themselves from potential harm resulting from the unpermitted use or disclosure; a brief description of what the Concessionaire is doing to investigate the incident, mitigate harm to affected Persons, and prevent future such incidents; and a contact name and telephone number or email address for affected Persons to ask any questions about the incident.
- (e) *Security.* The Concessionaire shall use appropriate safeguards to comply with this Agreement with respect to Personal Data.
- (f) *Deidentification and Use of Deidentified Personal Data.* Personal Data shall be considered “de-identified” if the Concessionaire: (i) removes or technically obscures all direct identifiers (including name, address, email address, telephone number, Social Security number, driver’s license number, and financial account number) from such data; (ii) implements reasonable technical, administrative, and contractual safeguards to prevent re-identification of de-identified data; (iii) does not attempt to re-identify any de-identified data; and (iv) prior to disclosing de-identified data to any third party, obtains from such third party a written agreement not to attempt to re-identify such data. The Concessionaire shall, upon the City’s request, provide the City with a description of the methods used to de-identify Personal Data under this subsection (f).

Section 11. Amendment of Section 11.1 of Concession Agreement. Section 11.1 of the Concession Agreement is hereby amended by inserting the text underscored, as follows:

Section 11.1. Compliance with Laws. The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Metered Parking System Operations, including instructing the Operator, to observe and comply, in all material respects, with all applicable Laws now existing or later in effect that are applicable to it or such Metered Parking System Operations, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire’s obligations under this Agreement. The Concessionaire must notify the City within seven days after receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws as described above.

Compliance with applicable Laws includes compliance with all applicable employee protection Laws and applies equally to any and all employees of the Concessionaire and all employees of the Operator working on the Metered Parking System for the Concessionaire.

Section 12. Amendment of Section 11.2 of Concession Agreement. Section 11.2 of the Concession Agreement is hereby amended by inserting the text underscored in subsections (a), (b) and (d) and by adding a new subsection (e), as follows:

Section 11.2 Non-Discrimination and Employee Protection.

(a) *Federal Non-Discrimination Laws.* The Concessionaire shall comply, and instruct the Operator to comply, with all applicable federal Laws regarding non-discrimination, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); and (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (1990).

(b) *State Non-Discrimination Laws.* The Concessionaire shall comply, and instruct the Operator to comply, with all applicable Illinois Laws regarding non-discrimination, including: (i) the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750, Appendix A, which is included in Section 11.2(c); (ii) the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990); and (iii) the Environmental Barriers Act, 410 ILCS 25/1 et seq. (1985).

(d) *City Non-Discrimination Laws.* The Concessionaire shall comply, and instruct the Operator to comply, with all applicable City Laws regarding non-discrimination, including the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code, and shall furnish such reports and information as requested by the Chicago Commission on Human Relations.

(e) *The Illinois Victims' Economic Security and Safety Act.* The Concessionaire shall comply, and instruct the Operator to comply, with the Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/1 et seq. (2026).

VESSA is an Illinois law that was originally passed in 2003 and protects the workplace rights of survivors of domestic, sexual, or other crimes of violence. It has been amended over the years to provide broader protection. VESSA would cover an employee of the Operator who was the victim of a crime of violence while

engaged in parking enforcement.

VESSA allows employees who are victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are victims of such violence to take up to twelve (12) weeks of unpaid leave (depending on employer size) per any twelve (12) month period, subject to certain terms, conditions, limitations and defenses. VESSA leave may be taken for the following reasons:

- To seek medical attention for, or recover from, physical or psychological injuries caused by the crime of violence to the employee or the employee's family or household member;
- To obtain services from a victim services organization for the employee or the employee's family or household member;
- To obtain psychological or other counseling for the employee or the employee's family or household member;
- To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family or household member from future violence, or ensure economic security;
- To seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including to prepare for or participate in any civil, criminal, or military legal proceeding related to the crime of violence;
- To attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- To make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- To grieve the death of a family or household member who is killed in a crime of violence.

VESSA prohibits employers from discriminating against employees who are victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are victims of violence. Employers are prohibited from discharging, harassing or otherwise discriminating against an employee for exercising their rights under VESSA, or for filing a VESSA claim against them.

If an employee or a family member is a victim of a crime of violence, the employee may be entitled to a reasonable accommodation which may include an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure, or assistance in documenting domestic violence, that occurs at the workplace or in work-related settings, or any other reasonable accommodation in response to an actual or threatened crime of violence.

As noted in Section 11.1, the Concessionaire shall comply and instruct the Operator to comply, with the requirements of any later amendment or successor to VESSA and with the requirements of any future Law relating to the same or similar subject matter. For the avoidance of doubt, nothing in this subsection (e) is intended to expand the rights or obligations provided under VESSA, and all leave, accommodations and other rights described herein remain subject to VESSA's applicable terms, conditions, limitations and defenses, including the undue-hardship standard.

Section 13. Amendment of Section 11.8 of Concession Agreement. Section 11.8 of the Concession Agreement is hereby amended by adding new subsection (e) thereof to read in its entirety as follows:

(e) *SEDA Reporting.* In connection with each progress report with respect to Chicago residency requirements submitted pursuant to subsection (d) above, the Concessionaire shall, to the best of its knowledge, specify the percentage of such City residents who are residing in socio-economically disadvantaged areas of the City (as identified under rules promulgated by the City's Department of Planning and Development pursuant to Section 2-92-390 of the Municipal Code).

Section 14. Amendment of Section 17.1 of Concession Agreement. Section 17.1 of the Concession Agreement is hereby amended by adding new subsections (g) and (h) thereof reading in their entirety as follows:

(g) In connection with the Proposed Transfer (as defined in the 2026 Ordinance), the Concessionaire shall pay, or cause to be paid, to the City a Transfer Fee in the amount of \$75,000,000 in cash. In connection with any other Transfer (including any Change in Control) for which the Concessionaire or its owners need and obtain, in accordance with this Agreement, Approval of the City to consummate such Transfer, and for which the Concessionaire or its owners shall receive any compensation by means of a monetary payment, the Concessionaire shall pay, or cause to be paid, to the City a Transfer Fee in the amount of two percent of such compensatory monetary payment for such Transfer. For any Transfer for which any portion of the compensation paid to the Concessionaire or its owners shall not be a monetary payment, the Concessionaire shall pay, or cause to be paid, to the City a Transfer Fee in the amount of two percent of the Compensation Fair Market Value of such non-monetary compensation. Notwithstanding the foregoing, such compensation for purposes of this subsection (g) shall exclude and shall not take into account (as monetary or non-monetary compensation) any "rollover" or other ongoing or retained direct or indirect ownership of, or other investment with respect to, the Concessionaire or the Concessionaire Interest. Such Transfer Fee shall be paid to the City on the closing date of such Transfer or at another time following

such Transfer closing as the City may determine; provided that in the event that any portion of the compensation paid to the Concessionaire or its owners shall not be a monetary payment, the Transfer Fee shall be paid fifteen (15) Business Days following the later of (x) the final determination of the Compensation Fair Market Value thereof and (y) the closing date of such Transfer.

- (h) In connection with any proposed Transfer that would be a Change in Control constituting a sale of the Concessionaire by its owners, the City shall have the right to submit, within 30 Days of notice by the Concessionaire, an offer to buy the ownership interests in the Concessionaire from its owners. Nothing herein shall be deemed to delay, amend or modify any pursuit of the proposed Change in Control.

Section 15. Added Exhibit. The 2026 Ordinance is hereby inserted as a new Exhibit B to the Concession Agreement.

Section 16. Status of Remaining Provisions of Concession Agreement. Except as amended by this Third Amendment, all provisions of the Concession Agreement remain in full force and effect.

Section 17. Pending Divestiture. The Concessionaire shall, following reasonable request therefor (not more frequently than once per month), provide status updates (which can be verbal), on a confidential basis, with respect to the divestiture described in the Divestiture Certificate (the "Pending Divestiture"), to the Chairman of the Committee on Finance of the City Council and the Chief Financial Officer, subject to the Concessionaire's ability to withhold information due to confidentiality and other reasonable considerations (including to the extent that disclosure could jeopardize or otherwise impair the Pending Divestiture).

IN WITNESS WHEREOF, the City has caused this Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement to be duly executed on its behalf by its duly authorized officer and the Concessionaire has caused this Third Amendment to Amended and Restated Chicago Metered Parking System Concession Agreement to be duly executed pursuant to due authorization, all as of the day and year first above written.

CITY OF CHICAGO

By: _____
Its: _____

CHICAGO PARKING METERS, LLC

By: _____
Its: _____

*Exhibit "B-1".**Certificate Of Reaffirmation Of Chicago Parking Meters, LLC.*

This Certificate of Reaffirmation Certificate (this "**Certificate**") is made and delivered as of [•], 2026 by Chicago Parking Meters, LLC, a Delaware limited liability company (the "**Concessionaire**"), in favor of the City of Chicago (the "**City**").

RECITALS

WHEREAS, the City and the Concessionaire are parties to that certain Amended and Restated Chicago Metered Parking System Concession Agreement, dated as of June 5, 2013 (as amended and supplemented, the "**Concession Agreement**");

WHEREAS, the current owners of the Concessionaire have proposed to sell their ownership interests in the Concessionaire to certain affiliates of Stonepeak Partners LP, a Delaware limited partnership (the "**Proposed Transfer**");

WHEREAS, on March 12, 2026, the Concessionaire submitted to the City a request for Approval by the City of the Proposed Transfer (the "**Approval Request**");

WHEREAS, in connection with the Proposed Transfer and the purchase and sale of the Concessionaire (the "**Matter**"), the Concessionaire caused to be submitted to the City certain City of Chicago Economic Disclosure Statements and Affidavits (the "**EDSs**"), attached hereto as Schedule I and containing certifications, disclosures, representations, warranties and acknowledgments concerning the Matter, from the following entities, including entities with direct or indirect ownership interests in the Concessionaire (collectively, the "**Concessionaire Entities**"): (i) the Concessionaire; (ii) Deeside Investments, Inc.; (iii) North Haven Infrastructure Partners A Chicago Meters Blocker, LLC; (iv) North Haven Infrastructure Partners A LP; (v) North Haven Infrastructure Partners A Sub LP; (vi) North Haven Infrastructure Partners LP; (vii) North Haven Offshore Infrastructure Partners A L.P.; (viii) Redoma Holdco L.P.; and (ix) Redoma S.a.r.l.;

WHEREAS, the EDSs must be kept current and the certifications, disclosures and acknowledgments therein remain true, accurate and complete up to the time the City takes action on the Matter; and

WHEREAS, the Concessionaire, on behalf of the Concessionaire Entities, wishes to reaffirm the EDSs;

NOW, THEREFORE, the Concessionaire hereby certifies, represents and warrants as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Concession Agreement.

Section 2. Reaffirmation of EDSs. The Concessionaire, on behalf of the Concessionaire Entities, hereby reaffirms to the City that each certification, disclosure, representation, warranty and acknowledgment set forth in each EDS was true, accurate and complete as of the date it was provided and remains true, accurate and complete as of the date of this Certificate. The Concessionaire, on behalf of the Concessionaire Entities, acknowledges the Concessionaire Entities' respective continuing obligations to keep each respective EDS current and to supplement each respective EDS as required up to the time the City takes action on the Matter, and acknowledges that the City is relying on the EDSs and this reaffirmation.

Section 3. Reliance; Continuing Effect. The Concessionaire acknowledges that the City is relying upon the reaffirmations in this Certificate, that this Certificate supplements and does not limit the EDSs, and that any misrepresentation in the reaffirmation under Section 2 may give rise to any remedies available to the City.

IN WITNESS WHEREOF, the Concessionaire has executed this Certificate of Reaffirmation as of the date first written above.

CHICAGO PARKING METERS, LLC

By: _____
Name: _____
Its: _____
Date: _____

*Exhibit "B-2".**Certificate Of Reaffirmation Of Stonepeak.*

This Certificate of Reaffirmation Certificate (this "**Certificate**") is made and delivered as of [•], 2026 by Camaro Topco, LLC, a Delaware limited liability company ("**Camaro Topco**") and Camaro Midco, Inc., a Delaware Corporation ("**Camaro Midco**") and, together with Camaro Topco, the "**Stonepeak Camaro Parties**", in favor of the City of Chicago (the "**City**").

RECITALS

WHEREAS, the City and Chicago Parking Meters, LLC, a Delaware limited liability company (the "**Concessionaire**"), are parties to that certain Amended and Restated Chicago Metered Parking System Concession Agreement, dated as of June 5, 2013 (as amended and supplemented, the "**Concession Agreement**");

WHEREAS, the current owners of the Concessionaire have proposed to sell their ownership interests in the Concessionaire to affiliates of the Stonepeak Camaro Parties (the "**Proposed Transfer**");

WHEREAS, in connection with the Proposed Transfer and the purchase and sale of the Concessionaire (the "**Matter**"), the Stonepeak Camaro Parties submitted or caused to be submitted to the City certain City of Chicago Economic Disclosure Statements and Affidavits (the "**EDSs**"), and containing certifications, disclosures, representations, warranties and acknowledgments concerning the Matter, from the following affiliated entities (collectively, the "**Stonepeak Entities**"): (i) Camaro Lower Holdco, LLC; (ii) Camaro Holdco, LLC; (iii) Camaro Topco, LLC; (iv) Camaro Topco II Aggregator, LP; (v) SCF Holdings I-B (DE) LP; (vi) SCF Holdings I-B (Lux) SCSp; (vii) SCF Holdco I (DE) LLC; (viii) Camaro Purchaser, Inc.; (ix) Camaro Midco, Inc.; (x) Camaro Topco Aggregator LP; (xi) SCF Holdings I-A (DE) LP; (xii) SCF Holdings I-A (Lux) SCSp; (xiii) Stonepeak Core Fund (A) LP; (xiv) Stonepeak Core Fund (C) LP; and (xv) Stonepeak Conifer Investment Partners LP;

WHEREAS, the EDSs must be kept current and the certifications, disclosures and acknowledgments therein remain true, accurate and complete up to the time the City takes action on the Matter;

WHEREAS, each of the Stonepeak Camaro Parties, on behalf of the Stonepeak Entities, wishes to reaffirm the EDSs, as set forth herein;

NOW, THEREFORE, the Stonepeak Camaro Parties hereby certify as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Concession Agreement.

Section 2. Reaffirmation of EDSs. Each of the Stonepeak Camaro Parties, on behalf of the Stonepeak Entities, hereby reaffirms to the City that each certification, disclosure, representation, warranty and acknowledgment set forth in each EDS was true, accurate and complete as of the date it was provided and remains true, accurate and complete as of the date of this Certificate. Each of the Stonepeak Camaro Parties, on behalf of the Stonepeak Entities, acknowledges the Stonepeak Entities' respective continuing obligations to keep each respective EDS current and to supplement each respective EDS as required up to the time the City takes action on the Matter, and acknowledges that the City is relying on the EDSs and this reaffirmation.

Section 3. Reliance; Continuing Effect. Each of the Stonepeak Camaro Parties acknowledges that the City is relying upon the reaffirmation in this Certificate, that this Certificate supplements and does not limit the EDSs, and that any misrepresentation in the reaffirmation under Section 2 may give rise to any remedies available to the City.

IN WITNESS WHEREOF, each of the Stonepeak Camaro Parties has executed this Certificate of Reaffirmation as of the date first written above.

CAMARO TOPCO, LLC

By: _____
Name: _____
Its: _____
Date: _____

CAMARO MIDCO, INC.

By: _____
Name: _____
Its: _____
Date: _____

Adjournment.

Aldersperson Mitchell then moved that the City Council do *Adjourn*. The motion *Prevailed* by a viva voce vote and the City Council *Stood Adjourned*.

A handwritten signature in black ink, appearing to read "Andrea M. Valencia", with a long horizontal flourish extending to the right.

ANDREA M. VALENCIA,
City Clerk.

50572

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