BUS BENCH ADVERTISING AGREEMENT

This Bus Bench Advertising Agreement (the "Agreement") is made as of the Effective Date (*see infra*) by and between the City of Crest Hill, an Illinois municipal corporation with a business address of 1610 Plainfield Road, Crest Hill, Illinois 60403 (the "City") and Fuel Media Holdings, LLC, a Florida limited liability company with a business address of 101 Marketside Avenue, Ste. 404-177, Ponte Verda, Florida 32081 (the "Company"). The City and the Company may be referred to individually as a "Party" or collectively as the "Parties" herein as appropriate.

Recitals

WHEREAS, on Monday, October 25, 2021, the City issued a Request for Proposal for Bus Bench Advertising (the "RFP"); and

WHEREAS, on Monday, November 29, 2021, the Company submitted a proposal in response to the RFP (the "Proposal"); and

WHEREAS, the City evaluated the Proposal and invited the Company to enter into contract negotiations with the City; and

WHEREAS, the City desires to engage the Company to provide Bus Benches and related advertising services (the "Services") within the City's geographic and jurisdictional boundaries, as set forth herein; and

WHEREAS, the Company is ready and willing and desires to enter into this Agreement for the purposes of providing the Services to the City as set forth herein.

Agreement

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Company agree as follows:

1. **Recitals Incorporated.** The Parties acknowledge and affirm that that all of the recitals set forth in the preamble to this Agreement, *supra*, are true, accurate, and complete and further agree that the same are and shall be fully incorporated herein and made a part hereof as though they were fully set forth in this <u>Section 1</u>.

2. Scope of Services.

- 2.1. <u>Primary Objective</u>. The primary objective of this Agreement is to provide a public service and generate revenue for the Company and the City by providing and maintaining convenient and aesthetically attractive advertising benches.
- 2.2. Ownership of Benches, Advertising Units, and Related Amenities. All benches, advertising units, and related amenities installed and maintained by the Company pursuant to this Agreement are and shall remain the property of the Company.
- 2.3. <u>Scope of Work.</u> During the term of this Agreement, the Company shall:

- 2.3.1. Supply, install, maintain, and/or remove, at its sole cost and expenses, benches, advertising units, and related amenities in the numbers and at the locations agreed between the Company and the City; and
- 2.3.2. Manage the sale of advertising on said benches, advertising units, and related amenities in the City; and
- 2.3.3. In connection with the foregoing, it shall be the sole responsibility of the Company to provide all labor, materials, tools, and equipment as necessary for the supply, delivery, placement, maintenance, and cleaning, and, upon completion of the term of this Agreement or as otherwise specified herein, removal of the benches, advertising units, and related amenities at, on, and from the locations mutually agreed upon, all at the sole cost of the Company.

2.4. Bench Location and Design.

- 2.4.1. The Company shall install and maintain benches, advertising units, and related amenities at all of the locations specified on Exhibit A, attached hereto and fully incorporated herein, as well as at such other locations as designated by the City in writing from time to time.
- 2.4.2. Each and every bench must be conveniently located for bus passenger use and must not be placed so as to create an obstacle, impede pedestrian flow or obstruct the sight lines at an intersection or driveways.
- 2.4.3. Each and every bench shall be placed as to provide clear passage along the sidewalk, and no bench shall be placed in a location where it will obstruct or limit handicapped access to, over, and across the sidewalk and/or bus stop.
- 2.4.4. All benches shall be installed on and securely fastened to a concrete pad or base. If a suitable base is not currently in place, the Company shall be solely responsible for providing a new concrete base at its own cost.
- 2.4.5. Each advertising bench shall meet the following minimum standards and designs:
 - 2.4.5.1. The bench shall be constructed of durable, weather resistant, low maintenance materials; and
 - 2.4.5.2. The bench shall be constructed to reduce damage associated with vandalism and improve the visual aesthetic of the streetscape; and
 - 2.4.5.3. Each bench shall include the Company's name and contact information, displayed in a visible location; and
 - 2.4.5.4. Each bench shall be equipped with features that discourage opportunities for sleeping or laying along the bench; and
 - 2.4.5.5. Each bench shall be designed such that the seating area will quickly dry after rainfall.
 - 2.4.5.6. Each and every bench shall be of uniform design, construction, and color.

2.5. Bench Maintenance.

- 2.5.1. The Company shall maintain each bench in a safe condition at all times at its sole cost and expense.
- 2.5.2. The Company shall regularly inspect each bench, which inspection shall be not less than monthly.
- 2.5.3. At all times during the term of this Agreement, the Company shall, at its sole expense:
 - 2.5.3.1. Keep each bench in a neat, clean, usable condition; and
 - 2.5.3.2. Perform any and all emergency maintenance, including repairs and replacements, parts, labor, materials, cleaning, etc.; and
 - 2.5.3.3. Remove any graffiti or other evidence of vandalism.
- 2.5.4. In the event that the City learns that any bench has been damaged or vandalized, it shall notify the Company of such damage/vandalism in writing. The Company shall, at its sole cost and expense, repair/clean the bench within seven (7) days of such notice, provided that if the City indicates that the threat posed by the bench is an emergency in its notice, the Company shall repair/clean the bench within twenty-four (24) hours.
- 2.5.5. Company shall provide and maintain an online database or other proof of activity technology that is acceptable to the City. Said database or technology must, at a minimum, track and log all maintenance activities on all benches, advertising units, and/or amenities, specifying the date, time, and a brief description of the work completed. The Company shall, to the extent practicable, provide the City with continuous access to such database or technology, and shall further provide the City with any and all related records and information upon request. Said database or technology shall be updated and kept current within sixty (60) minutes of each activity, 24/7.
- 2.5.6. The Company shall provide the City with a point of contact, in writing, for all maintenance requirements and activities, which point of contact shall be reachable by email and telephone 24/7.

2.6. Removal of Benches.

2.6.1. In the event that any bus route is changed such that an existing bench location is no longer serviced by any bus route, the City shall provide the Company with written notice of such change and request the removal of the bench(es) in question. The Company shall, at its sole cost and expense, remove the bench(es) within seven (7) days of such notice. In the event that any bench is removed due to a change in bus route, as set forth in this Section, the City agrees to work with the Company to identify any new bus stop(s) that might be appropriate for installation of an additional bench(es). However, any new or additional bench locations must be approved as part of a written amendment to this agreement, signed by both Parties.

- 2.6.2. In the event that the City, in its sole discretion, determines that any bench poses a threat to health and safety, the City shall provide the Company with written notice of the same and request the removal of the bench in question. The Company shall, at its sole cost and expense, remove the bench within seven (7) days of such notice, provided that if the City indicates that the threat posed by the bench is an emergency in its notice, the Company shall remove the bench within twenty-four (24) hours of such notice.
- 2.6.3. In the event that the City, in its sole discretion, determines that the location of any bench authorized pursuant to this Agreement is no longer appropriate for or beneficial to the City, the City shall request, in writing, that the Company remove the bench in question. The Company shall, at its sole cost and expense, remove the bench in question within seven (7) days of such notice.
- 2.6.4. The Company shall remove all benches installed pursuant to this Agreement within twenty-one (21) days after the Termination Date (*see* Section 4.3, *infra*).

2.7. Advertising.

- 2.7.1. All marketing, outreach, and other work associated with securing, managing, and collecting from advertisers shall be the sole responsibility of the Company at its sole cost and expense.
- 2.7.2. The Company shall, at all times, comply with (i) all local government advertising standards published from time to time; (ii) all generally accepted industry standards and principles with respect to good taste; and (iii) all applicable laws and regulations, included but not limited to truth in advertising, copyrights, and trademarks.
- 2.7.3. Under no circumstances shall the Company suffer, permit, or authorize any advertisement that:
 - 2.7.3.1. Condones any form of personal discrimination, including that based upon race, national origin, religion, sex, age, etc.; or
 - 2.7.3.2. Appears to exploit, condone, or incite violence; or
 - 2.7.3.3. Appears to directly encourage or exhibit indifference to unlawful or morally reprehensible behavior; or
 - 2.7.3.4. Advertises or promotes the use of any tobacco product; or
 - 2.7.3.5. Advertises or promotes the use of any illicit drug or related product; or
 - 2.7.3.6. Demeans, denigrates, or disparages any identifiable person, group of persons, firm, organization, industrial or commercial activity, profession, product, or service and/or attempts to bring them into public contempt or ridicule; or
 - 2.7.3.7. Undermines human dignity or appears to encourage or be indifferent to conduct or attitudes that offend those standards of public decency prevailing among a significant segment of the population.

- 2.7.4. Installation and Maintenance of Advertising Units.
 - 2.7.4.1. In addition to advertising units located on benches placed pursuant to this Agreement, the Company may provide, at its sole cost and expense, such other amenities as it determines necessary and desirable at each bench location, provided that the Company secures written approval for such amenities from the City's Director of Public Works. All duties and obligations of the Company in relation to benches and advertising units under this Agreement are and shall be equally applicable to all such amenities.
 - 2.7.4.2. During the construction or installation of any advertising unit, advertisement, or related amenity, the Company shall keep each location in a clean and orderly condition and remove all waste and unusable material therefrom upon completion of the construction or installation of each Amenity or as otherwise required by the City.
 - 2.7.4.3. The Company shall maintain all advertising units, advertisements, and related amenities in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows: the Company shall, at its sole expense and cost (i) keep the grass around each advertising unit trimmed, (ii) keep the area around each advertising unit free of debris, (iii) keep each advertising unit, and all related amenities, clean and free of graffiti, and (iv) regularly inspect each advertising unit, and related amenities, for damage during regular maintenance and make arrangements for timely repair.
 - 2.7.4.4. In the event that the City learns that any advertising on any bench has been damaged or vandalized, the City shall notify the Company of such damage and/or vandalism in writing. The Company shall repair or remove the damaged/vandalized advertisement within twenty-four (24) hours of such notice.
 - 2.7.4.5. The Company shall provide normal maintenance to each advertising unit and related amenities as often as reasonably required, but not less than once per month. If a specific advertising unit and/or amenity requires more than two (2) maintenance visits per week, the Company shall have the right to remove the said advertising unit and/or amenity, and the City and the Company agree to work together to find a mutually agreeable alternative solution.
 - 2.7.4.6. The Company agrees to maintain all advertising units and related amenities free from damage and to protect the property of the City from injury or loss.

2.8. Snow Removal.

2.8.1. The City agrees that it shall, during its regular activities related to the removal of snow, remove snow from the street adjacent to each bench.

2.8.2. The Company shall be responsible, at its sole cost and expense, for removing naturally falling snow from its benches during its regularly scheduled inspection/maintenance visits.

3. **Profit Sharing.**

3.1. <u>Annual Payment.</u> In exchange for the right to install and operate the benches and associated advertising units and amenities as provided for in this Agreement, the Company agrees that it shall pay to the City the greater of either (i) a guaranteed yearly fee per bench or (ii) a percentage of the total net revenue derived by the Company from its advertising activities associated with this Agreement in any given year, according to the following table:

Year	Guaranteed Yearly Fee Per Bench	Percentage of Total Net Revenue
1	\$300	20%
2	\$300	20%
3	\$300	20%
4	\$300	20%
5	\$300	20%
6	\$301	21%
7	\$302	22%
8	\$303	23%
9	\$304	24%
10	\$305	25%

Payment shall be made within thirty (30) days of each anniversary of the Effective Date of this Agreement.

3.2. <u>Books and Records.</u> The Company shall keep and maintain separate and detailed accountings of revenues generated by the benches and advertising units authorized by this Agreement. All such books, records, and other documents, shall be available at the Company's offices for inspection, copying, audit, and examination by any authorized representative of the City upon reasonable notice. Furthermore, the Company shall provide electronic copies of the same to the City upon request, which the City shall keep confidential to the extent permitted by law. The Company shall incorporate the requirements of this Section, including the City's right to inspect, copy, audit and examine all books and records into all contracts entered into by the Company with respect to this Agreement.

4. Effective Date; Term of Agreement; Termination.

- 4.1. <u>Effective Date.</u> The effective date of this Agreement (the "Effective Date") shall be the first date on which it has been executed by both Parties hereto.
- 4.2. <u>Term of Agreement.</u> The term of this Agreement shall be for five (5) years immediately following the Effective Date, provided that the Parties shall have the right, but not the obligation, to extend the term hereof for an additional five (5) years at any time prior to the Termination Date, *see infra*, in a writing for that purpose signed by both Parties.

- 4.3. <u>Termination Date</u>. This Agreement shall terminate on the fifth (5th) anniversary of the Effective Date (the "Termination Date") unless (i) earlier terminated as set forth in Sections 4.4 or 4.5, *infra*, or (ii) extended pursuant to Section 4.2, *supra*.
- 4.4. <u>Termination for Cause.</u> In the event that either Party hereto breaches or otherwise fails to perform any obligation of such Party pursuant to this Agreement, the other Party shall have the right to terminate this Agreement for cause pursuant to the following procedure:
 - 4.4.1. <u>Notice of Default.</u> The non-defaulting Party shall serve the defaulting Party with a written notice of default, which shall specify the provision of or obligation under this Agreement that the defaulting Party is alleged to have breached or otherwise failed to adequately perform.
 - 4.4.2. <u>Cure Period.</u> After service of the notice of default, the defaulting Party shall have forty-five (45) days to remedy the alleged default. If the alleged default is remedied to the satisfaction of the non-defaulting Party within such time, said non-defaulting Party shall provide the defaulting Party with a written notice to that effect, after which time the notice of default shall be of no further force or effect.
 - 4.4.3. <u>Termination.</u> In the event that the defaulting Party fails to cure the alleged default within the cure period provided above, the non-defaulting Party shall have the right to terminate this Agreement by a written notice to the defaulting Party.
- 4.5. <u>Termination without Cause</u>. Each Party shall have the right to terminate this Agreement without cause at any time upon sixty (60) days written notice to the other Party. In the event either Party opts for early termination of this Agreement pursuant to this Section, final payment under this Agreement shall be due within thirty (30) days of the Termination Date, provided that the guaranteed yearly payment per bench shall be prorated based on the number of days out of the year in question this Agreement was in effect.

5. Indemnity, Licensing, Insurance, Liability, and Compliance with laws.

5.1. Indemnity.

5.1.1. The Company hereby agrees to defend, indemnify, and hold harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives, and agents (collectively the "Indemnitees") from and against any and all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, and judgments, including without limitation reasonable attorney's fees and all costs of litigation (collectively the "Claims"), for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which may be threatened, filed, raised, or pleaded against any of the Indemnitees and arising out of or in connection with this Agreement, any failure, breach, or non-performance by the Company or any of its directors, officers, employees, agents, or other representatives of any obligation of this Agreement, or any wrongful or negligent act or omission of the Company or any of its directors, officers, employees, agents, or other representatives except to the extent such Claims may arise solely from the negligence or willful and wanton misconduct of any of the Indemnitees.

5.2. Business License(s).

5.2.1. The Company shall obtain and maintain, at its sole cost and expense, a City of Crest Hill Business License in good standing at all times that this Agreement is in effect. The Company shall further provide the City with annual proof of a City of Crest Hill Business License (or an inter-municipal business license in a form acceptable to the City) within thirty (30) days after each anniversary of the Effective Date.

5.3. Insurance.

- 5.3.1. The Company shall acquire and maintain, at all times that this Agreement is in effect, a Comprehensive General Liability insurance policy in the sum of at least five million dollars (\$5,000,000.00), per occurrence, from an Insurance Company authorized to carry on business in the state of Illinois, insuring the Company and the City, as well as its elected and appointed officials, officers, employees, servants, representatives, and agents, from liability for damage to property and personal injury sustained by any person, corporation, society or any other legal entity by reason of the placement, existence, maintenance, or use of any bench, advertising unit, or related amenity installed and maintained by the Company pursuant to this Agreement. The City and its elected and appointed officials, officers, employees, servants, representatives, and agents shall be endorsed as additional insureds on the required insurance policy, and the policy shall further include an endorsement requiring thirty (30) days written notice be given to the City of Crest Hill for any alterations to or cancellation of the policy. Such insurance shall be provided on a primary and noncontributory basis and shall apply as though a separate policy had been issued to each insured party. If the Company fails or refuses to acquire and secure the insurance policy required by this Section, this Agreement is and shall be deemed cancelled and the City can use all means to reduce its exposure to liability. Nevertheless, liability for any claims that may arise up to cancellation shall remain the Company's legal responsibility. All costs insured by the City to reduce its exposure to liability will be borne by the Company. The Company shall provide the City with a certificate evidencing compliance with this Section within thirty (30) days after the effective date, and in any event prior to the placement of the first bench, advertising unit, or other amenity pursuant to this Agreement, and again thereafter within thirty (30) days of each successive anniversary of the Effective Date until the Termination Date.
- 5.3.2. If the insurance policy required by Section 5.3.1, *supra*, is to be cancelled, the Company agrees to remove all of the benches, advertising units, and other amenities installed by the Company not less than fifteen (15) days prior to the expiration date of the policy. If the work is not completed within fifteen (15) days prior to the expiration of the policy, the City shall have the right, but not the obligation, to perform the work and charge all costs associated therewith to the Company.
- 5.3.3. The Company must have motor vehicle insurance coverage, including bodily injury and property damage coverage, covering the term of the contract for all motor vehicles, whether owned, non-owned or hired, used in the performance of the contract. Such motor vehicle coverage must be provided at a minimum of one million dollars (\$1,000,000.00) per occurrence.

5.3.4. The Company must maintain workers' compensation insurance as required by law at all times that this Agreement is in effect.

5.4. Compliance with Laws:

- 5.4.1. The Company will give all the notices and obtain all the licenses and permits required to perform the work of this Agreement at its sole cost and expense. The Company will comply with all laws applicable to the work or performance of the Agreement, including without limitation all ordinances, resolutions, regulations, and rules of the City.
- 5.4.2. The Company's vehicles shall be suitably identified and shall use a rotating amber warning beacon, four-way flashers, flashing arrow-board or other devices as are appropriate when stopped or parked on or near roadways, while engaged in the installation, removal, or maintenance of benches. Traffic movement should be inhibited as little as possible and the transit buses have priority at all stop locations.

6. Confidentiality

- 6.1. The City acknowledges and agrees that some of the information to be provided by the Company may be provided subject to a claim that said information is proprietary and valuable information (the "Confidential Information"). The Company agrees to clearly identify any and all Confidential Information to the City. The City hereby agrees, to the extent permitted by state or federal law including, but not limited to, the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) ("FOIA"), to hold all such Confidential Information in confidence. The City shall not copy any such Confidential Information except (i) as necessary for dissemination to the City's agents or employees who are reasonably deemed by the City to have a need to know such information for purposes of this Agreement, provided that such agents and employees shall hold in confidence such information to the extent required of the City hereunder; or (ii) to the extent required or permitted by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the City, its successors, assigns, and legal representatives for a period of two (2) years from the termination, expiration or cancellation of this Agreement.
- 6.2. The City shall promptly notify the Company of (i) any FOIA request for any of the Confidential Information, as well as (ii) the commencement or service of any legal action or process with regards thereto such that the Company shall have a meaningful opportunity to object to the release of any such Confidential Information and to take such action as the Company deems necessary in order to protect against the release of such Confidential Information. The City shall, at the Company's written request, deny any request for the release of such Confidential Information if lawfully authorized to do so based on a good-faith interpretation of existing law; provided, however, the City shall have no obligation to take any legal action to defend against the release of any such Confidential Information. Any and all costs and attorney's fees incurred by the City in responding to or denying any FOIA request, other legal process, and/or any other request for the Confidential Information that relates in any way to this Agreement at the Company's written request, including without limitation any appeal, shall be the sole responsibility of the Company and the Company shall defend, indemnify, and hold the City harmless from the same.

7. Litigation

7.1. Neither the City nor Company, nor their respective successors and assigns, shall challenge the legality or enforcement of any recital, provision or covenant of this Agreement. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision, or covenant of this Agreement, neither Party will take any position adverse to enforcement of the same. Company, in its sole discretion, may petition to intervene in any action or proceeding that challenges the legality or enforceability of this Agreement, and thereafter may participate, at its sole cost, in the defense of any such claim. The City, upon Company's written request, agrees to vigorously defend this Agreement, provided that the Company shall reimburse the City for any of its costs and expenses (including reasonable attorneys' fees) incurred as a result of the City defense of this Agreement upon Company's request. In the event that Company does not request that the City defend this Agreement, the City shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer, or file any pleadings whatsoever. In that event, Company shall bear the risk of an adverse judgment and shall have no recourse against the City.

8. Governing Law; Choice of Forum.

- 8.1. Governing Law. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles.
- 8.2. Exclusive Forum and Venue. The Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court.
- 8.3. Attorney's Fees and Costs. In the event of any litigation between the Parties related to this Agreement, other than litigation filed by the City to enforce the Company's obligation to defend, indemnify, and hold harmless the City as set forth in Sections 5.1 and 6.2, *supra*, each such Party shall be responsible for its own attorney's fees and costs of suit.

9. Miscellaneous.

- 9.1. <u>Amendments.</u> This Agreement may be amended only by the mutual consent of the Parties, or their successors and assigns, by a written instrument specifically referencing this Agreement.
- 9.2. <u>Notices</u>. All notices, elections and other communications between the Parties shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the Parties at the following addresses, or at such other addresses as the Parties may, by written notice, designate:

If to the City City Administrator

The City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

With a copy to: Michael R. Stiff

SPESIA & TAYLOR 1415 Black Road Joliet, Illinois 60435

If to the Company President

FUEL Media Holdings, LLC 52 Tuscan Way, 202-133 St Augustine, FL 32092

Notices shall be deemed received on the fourth (4th) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

- 9.3. Mutual Assistance and Consents. The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms of this Agreement, including, without limitation, the enactment by the City of such ordinances and resolutions and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement. In the event that any Party to this Agreement is required to grant its consent or approval to the other Party to this Agreement in connection with any of the terms and provisions of this Agreement, such consent or approval shall not be unreasonably withheld.
- 9.4. <u>Severability.</u> If any provision, covenant or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement.
- 9.5. <u>Entire Agreement.</u> This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties.
- 9.6. <u>Successors and Assigns.</u> The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the Parties and their heirs, successors, transferees and assigns. Nothing contained herein shall be deemed to create or impose any covenant or obligation running with or binding upon the land. Neither Company nor the City shall assign this Agreement or any rights hereunder to anyone except with the prior written consent of the other Party.
- 9.7. <u>Force Majeure.</u> Any obligation of a Party hereunder shall be extended by one day for every day that performance is delayed by unusual adverse weather conditions, strike, lockout, civil commotion, Act of God or any other cause beyond such Party's reasonable control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement. By so executing this Agreement they mutually represent and warrant to one another that they have full power and authority to enter into this Agreement.

The City of Crest Hill		Fuel Media Holdings, LLC	
By: _	Raymond R. Soliman	By:	
Its: _	Mayor	Its:	
Date:		Date:	

State of Illinois County of Will))		
Ramond R. Soliman, the same person who day in person and acl	personally known to be name is subscribed knowledged that he si	me to be the Mayor of to the foregoing insigned and delivered t	ty aforesaid, do hereby certify that of the City of Crest Hill as well as strument, appeared before me this the said instrument as his free and rest Hill for the uses and purposes
Given under my hand	d and notarial seal this		.0
Notary Public	;	(seal)	
My commission expi	res:		

IN WITNESS WHEREOF, the Parties have executed this Agreement. By so executing this Agreement they mutually represent and warrant to one another that they have full power and authority to enter into this Agreement.

The City of Crest Hill	Fuel Media Holdings, LLC	
	PAM In	
By: Raymond R. Soliman	By: Patrick Mency	
Its: Mayor	Its: President	
Date:	Date: 6-21-22	

State of Hords)

County of Dwill) \$\$

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that it is the later (name), personally known to me to be the later (office/title) of Fuel Media Holdings, LLC, as well as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he she signed and delivered the said instrument as his her free and voluntary act and as the free and voluntary act of Fuel Media Holdings, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of ____, 20 ___,

Notary Public

DEIDRA MERVIN
Commission # HH 172640
Expires September 6, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: September 4, 3025

EXHIBIT A

(Approved Bench Locations)

- 1. Theodore St. and Plainfield Rd.
- 2. Theodore St. and Arbor Lane. (2 Benches)
- 3. Theodore St. and Burry Circle Dr. (2 Benches)
- 4. Theodore St. and Raynor Ave.
- 5. Theodore St. and Center St.
- 6. Theodore St. and Hickory St.
- 7. Plainfield Rd. and Caton Farm Rd.
- 8. Plainfield Rd. and Webb St.
- 9. Plainfield Rd. and Fern St.
- 10. Plainfield Rd. and Leness Ln.
- 11. Plainfield Rd. at the Crest Hill Animal Hospital.
- 12. Theodore St. and Larkin Ave. at the back entrance to Burger King.
- 13. Larkin Ave. at Mickey's Gyros.
- 14. Theodore St. at the back entrance to the Hillcrest Shopping Center.
- 15. Theodore St. and Pioneer Rd.
- 16. Theodore St. and Gaylord Rd (2 Benches)