

EXHIBIT 2

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this "Amendment") is entered into as of this _____ day of _____, 2015 by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, (the "City") and JCDecaux Chicago, LLC, and Illinois limited liability corporation, (the "Contractor").

RECITALS:

A. The City and the Contractor are parties to that certain Agreement dated as of June 28, 2002, entered into by and between the City and the Contractor with respect to the Coordinated Street Furniture Program Agreement.

B. The City and the Contractor wish to amend certain provisions of the Agreement on the terms and conditions set for below.

NOW, THEREFORE, the parties hereto hereby agree as follows:

C. Amendments.

1. Contractor will assume operation, maintenance, repair, removal, dismantlement and replacement of the eight (8) additional shelters listed in Exhibit 2A, subject to the terms below.
2. For the purposes of this Amendment, bus shelter means, "the entire bus platform, the entire canopy and supporting structures and fixtures, benches, lighting and ramp areas to the crosswalks, including railings and other relevant structures.
3. The maintenance, repair, removal, dismantlement and replacement activities ("Maintenance Activities") will be the responsibility of the Contractor and will be performed in accordance with the Maintenance Standards contained in Exhibit 1D to the Agreement.
4. The security cameras operated by the Office of Emergency Management & Communications ("OEMC") and the bus tracker components and fare equipment operated by the Chicago Transit Authority ("CTA") will continue to be maintained by these third parties.

5. The City will install a snow melt system within the base platform and sidewalk ramps of each shelter; however, the Contractor agrees to maintain clear passageways, regardless of the performance of the melt system.
 - Contractor will immediately notify the City of any major defeats with the snow melt system, as soon as detected.
 - The long-term maintenance and heating of the snow melt system will be the responsibility of the City.

6. The Contractor agrees to provide a credit towards Maintenance Activities for the eight (8) new City-owned shelters equivalent to the cost of maintaining thirteen (13) Contractor-owned shelters. This credit will be referred to as the Annual Maintenance Credit ("AMC"). The AMC will be credited to the City for the maintenance of the City-owned shelters and the City will pay any amounts over the AMC incurred by Contractor in maintaining the eight (8) City-owned shelters. When calculating the costs incurred in maintaining the eight(8) new City-owned shelters the Contractor will include all of its costs ,including its internal labor and costs (including but not limited to items such as supplies and vans and all necessary parts for or components of the shelter) and all external subcontractors attributable to maintaining the eight (8) City-owned shelters.
 - The AMC for the eight (8) City-owned shelters will initially be set at \$25,350 annually, and each year, beginning in January 2016, the AMC will be adjusted using the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago-Gary-Kenosha.; and the City will assume any maintenance costs for the City-owned shelters above the AMC;
 - The City may retain an inventory of replacement parts for the City-owned shelters, and the Contractor will first use the City's inventory of parts at no cost to the City;;
 - The City will make every effort to help facilitate access for the Contractor to all suppliers of parts, components and materials that are part of the construction and fabrication of the City-owned shelters, throughout the term of this Agreement;
 - The Contractor will notify and request approval from the City for any large part replacement or maintenance activity that individually exceeds \$1,000 and the City will extend the time required under the Agreement for such repair, replacement or maintenance by the additional time that is required by the City to provide such approval.

- The Contractor will provide a quarterly notice to the City as to the cumulative amount of the AMC that has been used for the year.
7. The Contractor will supply, install and maintain four (4) double faced advertising boxes on each of the eight (8) City-owned shelters. For the new City-owned shelters on Washington and Madison streets, the Contractor will make available to the City for non-advertising uses of the City, two (2) faces of an advertising panel. The two (2) faces shall be on the two (2) interior advertising boxes, both facing the opposite direction of the street's traffic flow. The Contractor may utilize the remaining six (6) advertising faces.

D. Full Force and Effect: Except as amended by this Amendment, the Agreement shall continue in full force and effect.

E. Effect Limited. The amendments set forth above shall be limited precisely as written and shall not be deemed to be a waiver or modification of any other term or condition of the Agreement.

F. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

G. Governing Law: This Amendment shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

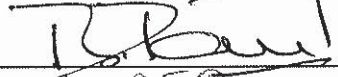
[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the Amendment date referred to above.

CITY OF CHICAGO

By:  12/14, 2015
Title: Commissioner

JCDecaux Chicago, LLC

By:  12/10, 2015
Title: CO-CEO

By:  12/11, 2015
Title: CFO

Exhibit 2A
Location of the Additional Shelters

1. Washington Street, nearside of Franklin Street
2. Washington Street, nearside of LaSalle Street
3. Washington Street, between Clark Street and Dearborn Street
4. Washington Street, farside of State Street
5. Madison Street, nearside of Wabash Street
6. Madison Street, between State Street and Dearborn Street
7. Madison Street, farside of LaSalle Street
8. Madison Street, farside of Franklin Street