



City of Chicago



O2018-3040

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 3/28/2018

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Agreement with Chicago Airlines Terminal Consortium (CATCo) for work related to City-owned aeronautical operations, equipment and systems, and facilities lease at Chicago O'Hare International Airport

Committee(s) Assignment: Committee on Aviation

ORDINANCE

WHEREAS, the City of Chicago (“City”) is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns and operates an airport commonly known as Chicago O’Hare International Airport (“O’Hare”), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, O’Hare provides vital services to the traveling public, to the air carriers operating at O’Hare, and to the economy of the City; and

WHEREAS, successful operation of O’Hare requires proper and timely maintenance of aeronautical equipment and systems at O’Hare, as well as the provision of services relating to airport operations; and

WHEREAS, the City, as owner and operator of O’Hare and as owner of certain aeronautical equipment and systems (“City Equipment”) at O’Hare, has the right to contract with another entity to provide for the maintenance of City Equipment at O’Hare and the provision of certain services relating to airport operations; and

WHEREAS, the City heretofore entered into an agreement (“Existing CICA-TEC Agreement”) with CICA Terminal Equipment Corporation (“CICA TEC”), a consortium comprised of certain airlines operating at O’Hare Terminal 5, and

WHEREAS, pursuant to the Existing CICA-TEC Agreement, CICA-TEC operates and maintains certain City Equipment and provides certain services at O’Hare Terminal 5; and

WHEREAS, the Existing CICA-TEC Agreement will expire on May 11, 2018; and

WHEREAS, in connection with a new Chicago O’Hare International Airport Airline Use and Lease Agreement (“New Airline Use and Lease Agreement”), it is necessary and desirable for CICA-TEC to operate and maintain certain City Equipment in and around Terminals 1, 2 and 3 in addition to in and around Terminal 5 (collectively, the “Terminal Area”), and to perform services relating to airport operations in the Terminal Area, including the management of scheduling and ramp operations; and

WHEREAS, CICA-TEC intends to change its name to Chicago Airline Terminal Consortium (“CATCo”) and to amend and restate its Members Agreement, and

WHEREAS, it is therefore necessary and desirable for the City to enter into a new agreement with CATCo (“New Consortium Agreement”), in substantially the form attached hereto as Exhibit A; and

WHEREAS, in connection with the New Airline Use and Lease Agreement, airlines who operate outside of Terminal 5 also may wish to join CATCo; and

WHEREAS, CATCo will require office, storage and operations space at O'Hare to carry out its responsibilities under the New Consortium Agreement; and

WHEREAS, it is therefore necessary and desirable for the City to enter into a lease agreement with CATCo ("Facilities Lease Agreement"), in substantially the form attached hereto as Exhibit B; now, therefore

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

SECTION 1. The above recitals are hereby incorporated by reference as it fully set forth herein.

SECTION 2. The Mayor of the City of Chicago is authorized to execute the New Consortium Agreement with CATCo, in substantially the form attached hereto as **Exhibit A** upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner") and the approval of the Corporation Counsel as to form and legality and upon the delivery to the City of an Economic Disclosure Statement and Affidavit ("EDS") from CATCo and from each member of CATCo, which EDSs shall be satisfactory in form and substance to the Corporation Counsel.

SECTION 3. The Mayor of the City of Chicago is authorized to execute a Facilities Lease Agreement with CATCo in substantially the form attached hereto as **Exhibit B** upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner") and the approval of the Corporation Counsel as to form and legality and upon delivery to the City of an EDS from CATCo and from each member of CATCo, which EDSs shall be satisfactory in form and substance to the Corporation Counsel.

SECTION 4. The Commissioner is authorized to adopt such rules as the Commissioner may deem necessary or appropriate to implement or administer this ordinance and the agreements contemplated herein.

SECTION 5. The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

EXHIBIT A



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 28, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of an agreement with CICA Terminal Equipment Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

CHICAGO O'HARE INTERNATIONAL AIRPORT

**AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO AND
CHICAGO AIRLINES TERMINAL CONSORTIUM**

TABLE OF CONTENTS

RECITALS	4
ARTICLE 1 - DEFINITIONS; INTERPRETATION	4
1.1 Definitions	4
1.2 Interpretation.....	7
1.3 Incorporation of Exhibits	8
ARTICLE 2 - MAINTENANCE OF CONSORTIUM-MAINTAINED CITY EQUIPMENT	9
2.1 Grant of Privilege to Perform Work.	9
2.2 Limitations On Use	9
2.4 Leased Space.	10
2.5 Rights of Ingress and Egress.....	10
2.6 Signs.	10
2.7 Title to the Consortium-Maintained City Equipment.	10
2.8 Refurbishment of, Alterations to or Replacement of the Consortium-Maintained City Equipment.	10
2.9 Selection of Consortium Contractors; Procurement.....	14
2.10 Assignment of Contracts.....	15
2.11 Airport Security Program.....	15
ARTICLE 3: CONSORTIUM FEES & CHARGES.....	16
3.1 Payment for Operations and Maintenance of the Consortium-Maintained City Equipment.....	16
3.2 Payment for Scheduling Manager and Ramp Manager	16
3.3 Payment for Other City Requested Services.....	16
3.4 Budgeting and Payments.....	16
3.5 Accounting and Reports.....	17
ARTICLE 4: CONSORTIUM MEMBERSHIP AND MANAGEMENT	17
4.1. Membership	17
4.2 Consortium Governance	18
4.3 Quarterly Meeting.....	18
4.4 CDA Representative on Consortium Board.....	18
4.5 City's Right to Require Removal and Replacement of Key Consortium Contractors and Key Personnel	19
ARTICLE 5: TERM	19
5.1 Term of Agreement.....	19
5.2 Surrender of Possession	19
5.3 Reversion	19
ARTICLE 6: REPAIR AND MAINTENANCE	20
6.1 Inspection and Notification.....	20
6.2 Inspections by City; Performance by the City upon Failure of Consortium	20
6.3 Warranties.....	21
ARTICLE 7: ADDITIONAL COVENANTS	21
7.1 Operations Reports	21
7.3 Material Adverse Events.....	21
7.4 Records, Audits, and Confidentiality	22
7.5 Inconsistent Provisions	22
ARTICLE 8: REPRESENTATIONS AND WARRANTIES	23
8.1 Representations of Consortium.....	23
8.2 Representations of City.....	23
ARTICLE 9: INSURANCE AND INDEMNIFICATION	23
9.1 Insurance Requirements.....	23
9.2. Indemnification	28
ARTICLE 10: TAXES; LIENS	31
10.1 Taxes, Licenses, and Permits	31
10.2 Liens Prohibited.....	31
ARTICLE 11: DEFAULT AND RIGHTS AND REMEDIES UPON DEFAULT	32

11.1	Events of Default	32
11.2	Termination by the City	33
11.3	Agreement to Pay Attorneys' Fees and Expenses.....	34
11.4	Force Majeure.....	34
ARTICLE 12: ENVIRONMENTAL MATTERS		35
12.1	Consortium Representations, Warranties, and Covenants	35
12.2	Right of Entry to Perform Environmental Inspections and Sampling.....	39
12.3	Information to be Provided to the City	39
12.4	Consortium's Environmental Response and Compliance Obligations	40
12.5	Investigation, Remediation, or Corrective Action Process	41
12.6	The City's Rights to Ensure Consortium's Compliance with Environmental Response and Compliance Obligations	42
12.7	Environmental Indemnification and Reimbursement	43
12.8	Limitations.....	45
12.9	Baseline Environmental Site Inspection	45
12.10	Concluding Environmental Site Inspection	45
12.11	Consortium's Hazardous Substance-Related Equipment and Fixtures.....	46
12.12	Waiver.....	46
12.13	Notice for Environmental Matters	46
12.14	Survival of Environmental Provisions	46
ARTICLE 13: SIMILAR FACILITIES.....		47
13.1	Similar Facilities.....	47
ARTICLE 14: COMPLIANCE WITH LAWS AND RULES		47
14.1	Airport Rules	47
14.2	Observance and Compliance with Laws.....	47
14.3	Subordination to Sponsor's Assurance Agreement.....	47
14.4	Agreements with the United States.....	48
14.5	Security and Payment of Fines for Violation of Federal Regulations.....	48
14.6	Federal Tax and Securities Laws	49
14.7	Anti-Scofflaw	49
14.8	Ethics	49
14.9	Inspector General.....	49
14.10	Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b).....	49
14.11	City of Chicago Hiring Plan (Shakman Accord)	50
14.12	No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E).....	50
ARTICLE 15: GENERAL PROVISIONS		51
15.1	No Partnership or Agency.....	51
15.2	No Personal Liability	51
15.3	Notices.....	51
15.4	Entire Agreement.....	53
15.5	Amendment.....	53
15.6	Applicable Law.....	53
15.7	Authorization to Operate; Consent to Service of Process and Jurisdiction.....	53
15.8	Severability	54
15.9	Representatives	54
15.10	Successors and Assigns	54
15.11	No Third Party Beneficiaries	54
15.12	No Waiver.....	54
15.13	No Exclusive Right or Remedy	55
15.14	Labor Disputes.....	55
15.15	Headings.....	55
15.17	Counterparts.....	55

**AGREEMENT BY AND BETWEEN THE
CITY OF CHICAGO AND CHICAGO AIRLINES TERMINAL CONSORTIUM**

THIS AGREEMENT (“Agreement”), dated as of May 12, 2018, is made by and between the City of Chicago, a municipal corporation and home rule unit of government existing under the Constitution of the State of Illinois (the “City”), and Chicago Airlines Terminal Consortium, a not-for-profit corporation existing under the laws of the State of Illinois (“Consortium” or “CATCo”) and previously known as CICA Terminal Equipment Corporation.

RECITALS

WHEREAS, the City owns and operates Chicago O’Hare International Airport (the “Airport”) and has the power to grant rights and privileges with respect thereto; and

WHEREAS, Consortium desires to perform Work (as hereinafter defined) with respect to certain aeronautical operations and aeronautical equipment and systems owned by the City at the Airport, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City agrees that Consortium will perform Work (as hereinafter defined) at the Airport on behalf of the City in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consortium agree as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

1.1 Definitions.

- (a) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Airline Use and Lease Agreements (as hereinafter defined).
- (b) The following terms and phrases shall have the following meanings solely for purposes of this Agreement:

“**Administrative Costs**” means the means the costs and expenses of the Consortium, if any, for those direct costs not attributable to one of the cost centers to which Consortium costs are allocated and for all indirect costs of the Consortium.

“**Airline Use and Lease Agreements**” means the O’Hare Airline Use and Lease Agreements entered into on or after May 12, 2018 between the City and various Signatory Airlines relating to the Airport.

“Amended and Restated Members Agreement” means the Amended and Restated Members agreement entered into by and between the Consortium and Members and effective as of May 12, 2018, substantially in the form attached hereto as Exhibit D.

“Associated Party(ies)” means employees, contractors, subcontractors, agents, licensees, sublessees, vendors, invitees, and other parties under Consortium’s direction or control that come onto the Airport arising out of or relating to Consortium’s use or occupancy of the Airport.

“Capital Project Cost” means all costs arising from or related to capital project Work performed or provided at the Airport and the Consortium-Maintained City Equipment, including without limitation contracts for services, labor and materials, schedule costs, change orders, insurance, claims for damages, and all obligations payable by Consortium under this Agreement.

“Certified Service Provider” means any entity providing commercial aeronautical or other services to Consortium, one or more Air Carriers, or other clients at the Airport, and who has obtained all necessary licenses and approvals as required by the City.

“Consortium-Maintained City Equipment” means moveable or permanent fixtures, furniture, millwork, technology systems, and equipment located on or affixed to the Airport that are (i) purchased, constructed or rented by the City or otherwise provided at the cost or expense of the City and (ii) made available and expressly designated by the City to Consortium for the purposes described within this Agreement, including, without limitation, the types of equipment set forth in Exhibit A.

“Consortium Contractor” means a person or firm hired by Consortium to act as an agent or independent contractor, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement, including the Key Consortium Contractors.

“Consortium Contracts” means all contracts entered into by Consortium or any Key Consortium Contractor with any supplier of materials, furnisher of services, other Consortium Contractor, or any labor organization which furnishes skilled, unskilled and craft union skilled labor in connection with or pursuant to the performance of this Agreement.\

“Consortium-Maintained City Equipment Refurbishment and Replacement Plan” has the meaning ascribed to it in Section 2.8 of this Agreement.

“Consortium Manager” means an independent contractor selected by Consortium to perform services and manage the Maintenance and Operating Agreements, Scheduling Manager Agreement, Ramp Management Agreement and all other Contracts.

“Consortium Manager Agreement” means the professional services agreement as in effect between Consortium and Consortium Manager for the management of Maintenance and Operating Agreements, Scheduling Manager Agreement, Ramp Management Agreement and other Consortium Contracts, and other duties as specified and agreed to as provided in such agreement.

“Consortium O&M Fund” means the fund established by the City for the deposit of funds as provided in Section 3.4 and in accordance with the Financial Accounting Protocols.

“Consortium Property” shall have the meaning ascribed thereto in the Amended and Restated Members Agreement.

“Consortium-Provided City Services” means those services, agreed upon by the City and Consortium, in the categories set forth in Exhibit B, to be performed pursuant to the terms and conditions of this Agreement (including the Minimum Service Levels set forth in Exhibit C) and the Terminal Space Use Protocols.

“Effective Date” means May 12, 2018.

“Facilities Lease” means the Facilities Lease Agreement, effective as of May 12, 2018, entered into between the City and Consortium for storage, office and operations space at the Airport required by Consortium to perform its duties under this Agreement, in substantially the form approved by the City Council on _____, 2018.

“Fees” means charges, fees, and amounts charged by Consortium to the Members and Non-Members and other Users.

“Key Consortium Contractors” means the Scheduling Manager.

“Key Personnel” means the positions/officers of the Scheduling Manager listed in Exhibit F to this Agreement.

“Maintenance and Operating Agreements” means any operating agreement as in effect from time to time between Consortium and the Maintenance and Services Operators for, as the context indicates, the maintenance, operation, and/or management of the Consortium-Maintained City Equipment as specified and agreed from time to time and, in each case, consistent with the terms of this Agreement.

“Maintenance and Services Operator(s)” means one or more qualified and duly licensed independent contractors hired by Consortium to maintain and manage the Consortium-Maintained City Equipment and to perform the Consortium-Provided City Services, as specified and agreed from time to time and consistent with the terms of this Agreement and the Maintenance and Operating Agreement(s).

“Member” shall have the meaning ascribed thereto in the Amended and Restated Members Agreement.

“Minimum Service Levels” means the operation standards and service levels established for the Work, including Consortium-Provided City Services, to be performed by Consortium as set forth in Exhibit C.

“Non-Member” shall have the meaning ascribed thereto in the Amended and Restated Members Agreement.

“Non-Signatory Airline” means an Air Carrier that is not a Signatory Airline.

“Ramp Management Agreement” means the professional services agreement as in effect between Consortium and Ramp Manager for the performance of those duties as specified and agreed to as provided in such agreement as directed by the City.

“Ramp Manager” means the third party hired by Consortium pursuant to the Ramp Manager Agreement to perform the tasks specified for the Ramp Manager in this Agreement.

“Reimbursement Agreement” means a written agreement pursuant to which City agrees to reimburse Consortium for certain Capital Project Costs and Consortium agrees to certain covenants and terms including, without limitation, the requirements set forth in Exhibit F (City Delineated Contract Requirements).

“Scheduling Manager” means the third party hired by the Consortium with the approval of the City pursuant to the Scheduling Manager Agreement to perform the tasks specified for the Scheduling Manager under the Airline Use and Lease Agreements, including Section 5.5 of the Airline Use and Lease Agreements.

“Scheduling Manager Agreement” means the professional services agreement as in effect between Consortium and Scheduling Manager for the performance of those duties as specified and agreed to as provided in such agreement who will work directly with CDA including, without limitation, the duties of the Scheduling Manager in Section 5.5 of the Airline Use and Lease Agreements.

“Signatory Airline” means any Air Carrier that has executed an Airline Use and Lease Agreement with the City.

“Term” means the term of this Agreement as further described in Section 5.1 of this Agreement.

“Triple-Bid Contract” has the meaning ascribed thereto in Section 2.10 of this Agreement.

“Work” means the planning, design, fabrication, installation, construction, start-up, testing, and maintenance and/or operation (as applicable) of the Consortium-Maintained City Equipment listed on Exhibit A and the performance of any of the Consortium-Provided City Services listed on Exhibit B.

1.2 Interpretation.

In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement;

- (b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement;
- (c) Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons;
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect;
- (e) Words importing the singular shall include the plural and vice versa;
- (f) All the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof;
- (g) References to statutes, sections, or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding, or supplementing the statute, section, or regulation referred to;
- (h) The words “including,” “includes,” and “include” shall be deemed to be followed by words “without limitation” or “but not limited to” or words of similar import;
- (i) In the event of conflicts between this Agreement and an Airline Use and Lease Agreement, the Airline Use and Lease Agreement shall control;
- (j) Use of the word “or” in a series such as a, b, or c means any one or more of the items in the series; and
- (k) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

1.3 Incorporation of Exhibits.

The following exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A	Consortium-Maintained City Equipment
Exhibit B	Consortium-Provided City Services
Exhibit C	Minimum Service Levels
Exhibit D	Amended and Restated Members Agreement
Exhibit E	Key Personnel
Exhibit F	City Delineated Contract Requirements
Exhibit G	Compliance with Other Laws

Any changes to the Exhibits that occur from time to time consistent with the terms of this Agreement shall be reflected in revised Exhibits provided by City to Consortium. Such revised Exhibits shall be deemed to be effective without requiring a formal amendment to this Agreement.

ARTICLE 2 - MAINTENANCE OF CONSORTIUM-MAINTAINED CITY EQUIPMENT

2.1 Grant of Privilege to Perform Work.

In consideration of the promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants the non-exclusive privilege to Consortium to perform Work, including Consortium-Provided City Services, at the Airport, all subject to the terms of this Agreement; provided that any performance of Work shall be carried on so as to not unreasonably interfere with the safe operation of the Airport. All Work performed shall comply with all applicable requirements of this Agreement, the Facilities Maintenance Protocols and the Terminal Space Use Protocols, and all applicable Federal, State, and local laws, regulations, and executive orders.

2.2 Limitations On Use.

Consortium shall not do, or cause or permit anything to be done, in connection with the Consortium-Maintained City Equipment or the performance of Work, or bring or keep anything thereon, which will (i) increase the risk of fire or explosion on Airport property; (ii) create a nuisance; (iii) obstruct or interfere with the rights of others on Airport property; (iv) commit or allow to be committed any waste in relation to the Consortium-Maintained City Equipment; (v) use or allow the Consortium-Maintained City Equipment to be used for any unlawful purpose or to be operated in such a way as to interfere with Airport safety; or (vi) do or permit to be done anything tending to injure the reputation of the Airport.

2.3 "As Is" Condition.

Consortium accepts the right to operate and maintain the Consortium-Maintained City Equipment in its "as-is" condition with no representation or warranty by the City with respect to the physical condition of the Consortium-Maintained City Equipment. Consortium acknowledges that it is not a tenant of the Airport by virtue of this Agreement. THE CITY MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE CITY EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. CONSORTIUM ACKNOWLEDGES THAT THE CITY IS NOT A CONTRACTOR OR A MANUFACTURER OF THE CITY EQUIPMENT (OR ANY COMPONENT THEREOF) OR A DEALER THEREIN. CONSORTIUM ACCEPTS THE CITY EQUIPMENT AS IS.

2.4 Leased Space.

Concurrent with this Agreement, the Consortium and City are entering into the Facilities Lease for the use of office space, operations space and storage space at the Airport in carrying out its responsibilities under this Agreement.

2.5 Rights of Ingress and Egress.

City hereby grants Consortium, subject to the Airport Rules, the right and privilege (i) of ingress to and egress from the public areas of the Airport and other areas in the Airport where the Consortium performs Work, for its Associated Parties (including Consortium Contractors) and its equipment, vehicles and machinery, and (ii) to provide transportation of its employees to, from, and within the Airport, all at Consortium's own risk. Consortium Contractors shall neither block nor otherwise obstruct the common use taxiways, taxilanes or service roads at any time, nor in any other manner impair or adversely affect the use and operation of taxiways, taxilanes, or service road areas by the City or other Airport users.

2.6 Signs.

Consortium may place logos on equipment owned by the Consortium bearing names, trade names, trademarks, or logos of Consortium.

2.7 Title to the Consortium-Maintained City Equipment.

The City shall have full title to the Consortium-Maintained City Equipment. Nothing herein contained empowers Consortium to commit or engage in any act which can, shall or may encumber the title of the City to the Consortium-Maintained City Equipment.

2.8 Refurbishment of, Alterations to or Replacement of the Consortium-Maintained City Equipment.

(a) Consortium may, subject to compliance with all applicable permitting requirements, at its own cost and expense, except as otherwise provided herein, refurbish any fixture or improvement or item of equipment. For the purposes of this subsection 2.8(a), "refurbish" shall mean the process to renew, repair or restore the operational and or aesthetic condition of the Consortium-Maintained City Equipment during which components are inspected and replaced as necessary, but does not include performance of routine and/or scheduled maintenance or cleaning tasks. The refurbishment of any Consortium-Maintained City Equipment shall remain the property of the City. Consortium shall assure that (i) no refurbishment shall result in any lien being placed on the Consortium-Maintained City Equipment, and (ii) no refurbishment shall reduce the Consortium-Maintained City Equipment's useful life, violate any warranty condition on the Consortium-Maintained City Equipment, or otherwise reduce the value of the Consortium-Maintained City Equipment. Specific conditions related to particular Consortium-Maintained City Equipment may be found in the Exhibit(s) included in this Agreement for that Consortium-Maintained City Equipment.

(b) Consortium may, subject to compliance with all applicable permitting requirements and only with prior City approval, at its own cost and expense, except as otherwise provided herein, install any fixture or improvement or do or make alterations or do any remodeling, construction or modification to the Consortium-Maintained City Equipment. Any such installation, alteration, remodeling, construction or modification ("Alteration") shall be part of the Consortium-Maintained City Equipment unless declared Non-Consortium-Maintained City Equipment by express agreement of the City and Consortium and included in Exhibit A as an "exception". Consortium shall assure that (i) no Alteration shall result in any lien being placed on the Consortium-Maintained City Equipment, and (ii) no Alteration shall reduce the Consortium-Maintained City Equipment's useful life, violate any warranty condition on the Consortium-Maintained City Equipment, or otherwise reduce the value of the Consortium-Maintained City Equipment. Specific conditions related to particular Consortium-Maintained City Equipment may be found in the Exhibit(s) included in this Agreement for that Consortium-Maintained City Equipment. Furthermore, the City, upon request of the Consortium, may, subject to the provisions of Article 10 of the Airline Use and Lease Agreements, but shall not be obligated to, agree to finance, in whole or in part, the installation of additional equipment, facilities, and improvements and modifications, replacements, and expansions of existing equipment, facilities, and improvements, in which case such equipment, facilities, and improvements shall be deemed to be Consortium-Maintained City Equipment; provided, however, that any such installation, modification, replacement, or expansion is subject to the review and approval of the Commissioner.

(c) Except as provided in Section 10.1 (Taxes, Licenses, Permits) of this Agreement and subject to the procedures and provisions outlined in this Section 2.8(c), in the event any Consortium-Maintained City Equipment is obsolete, near or at the end of its useful life, or is no longer cost effective to repair, the City or Consortium shall replace or refurbish such Consortium-Maintained City Equipment in accordance with the following procedures:

- (i) Within 90 days of the Effective Date, Consortium shall have the right to inspect and test all Consortium-Maintained City Equipment and shall submit to City, for City's approval, a plan for Consortium-Maintained City Equipment that it expects will need refurbishment or replacement during the ensuing five (5) Fiscal Years. This plan (hereinafter referred to as the "Consortium-Maintained City Equipment Refurbishment and Replacement Plan"), shall include: a list of Consortium-Maintained City Equipment expected to be in need of refurbishment or replacement; the proposed scope of refurbishment; suggested replacement equipment; a refurbishment or replacement schedule; proposed budget, and stated reason(s) for refurbishment or replacement (e.g., obsolescence, end of useful life, no longer cost effective to repair, etc.). The City shall have the right to expand or to contract the list of Consortium-Maintained City Equipment that should receive an Upgrade (as defined below) as provided in this Section 2.8(c). Consortium shall review the Consortium-Maintained City Equipment Refurbishment and Replacement Plan no less than annually, and, on or before May 1 of each year during the Term, Consortium shall submit to the City, for the City's approval and subject to Article 10 of the Airline Use and Lease Agreements, an updated Consortium-Maintained City Equipment Refurbishment and Replacement Plan,

reflecting any changes in planned refurbishment or replacement items, schedule and/or budget, and extending the Consortium-Maintained City Equipment Refurbishment and Replacement Plan as necessary to cover the period that ends five (5) years subsequent to each such submittal.

(ii) During the initial 90-day testing period, Consortium and CDA will consult to determine what exceptions, if any, may be required to the Minimum Service Levels. The Consortium will identify any equipment repairs or replacements required to meet the specified Minimum Service Levels and agree with CDA on a timeframe for completing those repairs or replacements. Exhibit C will be updated to reflect such exceptions and repair/replacement schedule.

(iii) For purposes of this Agreement, an "Upgrade" is defined as a refurbishment or replacement of an item of Consortium-Maintained City Equipment (including systems, sub-systems, or system components) that significantly changes the capability of said Consortium-Maintained City Equipment (system, sub-system, or system component), and that is being made specifically to effect such change in capability and to benefit all users of that Consortium-Maintained City Equipment. In no event does the term "Upgrade" include an item of Consortium-Maintained City Equipment or component that is required to maintain said Consortium-Maintained City Equipment in good condition and/or good working order ("Like-Kind Replacement"). Replacement of an item of Consortium-Maintained City Equipment or component by a similar item of Consortium-Maintained City Equipment or component will be deemed a Like-Kind Replacement regardless of whether such replacement changes the capability of the Consortium-Maintained City Equipment or component, provided (i) the same item of Consortium-Maintained City Equipment or component is no longer available from the manufacturer or broader marketplace, and (ii) the replacement or refurbishment is required to maintain said item of Consortium-Maintained City Equipment or component in good condition or good working order. In the event Consortium objects to an Upgrade, Consortium shall give notice of such objection and Consortium and the City shall meet and confer to discuss the nature of the proposed change to the Consortium-Maintained City Equipment Refurbishment and Replacement Plan.

(iv) Subject to Article 10 of the Airline Use and Lease Agreements, the City will fund as a Capital Cost all agreed to costs included in the final Consortium-Maintained City Equipment Refurbishment and Replacement Plan pursuant to a Reimbursement Agreement.

(v) Costs included in the final Consortium-Maintained City Equipment Replacement and Refurbishment Plan that do not meet the conditions of (iv) above may be funded by Consortium at its sole cost and expense; however, regardless of funding source, title to any associated assets will remain with the City.

(vi) In the event that items to be replaced or refurbished pursuant to the Consortium-Maintained City Equipment Refurbishment and Replacement Plan do not meet the funding requirements in (iii) above and Consortium does not otherwise elect to fund the

same at its sole cost and expense as set forth in (iv) above, the City and Consortium shall meet and confer as it relates to such replacement equipment or refurbishments, which may result in an agreement extending the period for the procurement or removing such replacement equipment from the Consortium-Maintained City Equipment Refurbishment and Replacement Plan, or any other resolution that the parties may agree upon. If the parties agree that Consortium shall perform any replacement or refurbishment pursuant to the Consortium-Maintained City Equipment Refurbishment and Replacement Plan with reimbursement from the City subject to Article 10 of the Airline Use and Lease Agreements for part or all of the cost of such replacement or refurbishment, Consortium shall perform such replacement or refurbishment pursuant to a reimbursement agreement including the conditions set forth in Exhibit F.

(d) In the event additional Consortium-Maintained City Equipment is required to meet new customer service or technology requirements in order to maintain the Airport's competitive position worldwide or to support changes in aviation security required as a result of the Transportation Security Act or similar national legislation, the City and Consortium shall meet and confer to determine whether:

(i) The City shall procure the additional Consortium-Maintained City Equipment subject to Article 10 of the Airline Use and Lease Agreements; or

(ii) Consortium shall procure the additional Consortium-Maintained City Equipment with reimbursement from the City for part or all of the cost of purchase and installation of the additional Consortium-Maintained City Equipment pursuant to a Reimbursement Agreement including the conditions set forth in Exhibit F and subject to Article 10 of the Airline Use and Lease Agreements.

(e) Consortium shall, or shall cause its Consortium Contractors to, at all times:

(i) Keep all fixtures, equipment, and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting; such repairs, replacements, and painting by Consortium must be of a quality and class not inferior to the standards set forth in the Airport Rules. In addition, Consortium shall repair, maintain, and replace Consortium-Maintained City Equipment as is necessary to assure that at the end of the term hereof, the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City;

(iii) Require all of its Consortium Contractors to control their vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of all persons, and employ such means as may be necessary to direct movements of its vehicular traffic; and

(iv) Through a Consortium Contractor dispose of its garbage, debris, and other waste materials.

2.9 Selection of Consortium Contractors; Procurement.

(a) Key Consortium Contractors and the Construction Manager shall be selected based on qualifications established by a selection committee with representative from CDA serving as a member of the selection committee. Consortium Manager will solicit and endeavor to obtain at least three (3) competitive bids for any Work performed by Maintenance and Services Operators and other Consortium Contractors supplying goods, services, and equipment with a contract value in excess of fifty thousand dollars (\$50,000) ("**Triple-Bid Contracts**"). Consortium Manager shall make all Consortium Contractor bid documents and bid analysis available to the City in a format designated by the Commissioner in his or her discretion. In such case that Consortium Manager is unable to Triple-Bid any Work, it shall document its good faith efforts and seek the City's written approval to retain its recommended Consortium Contractor for such Work. Consortium Manager may select the Consortium Contractors they feel offer the best overall value, not necessarily lowest bid. In such circumstances, Consortium Manager must provide a written explanation to the City when the lowest bid is not selected.

(b) Consortium shall not retain or substitute any Consortium Contractor who has been debarred by the City from doing business with the City pursuant to any law, ordinance rule or regulation. Furthermore, City shall have the right, in the Commissioner's sole discretion, to require Consortium to remove and replace any Consortium Contractor for material cause, including failure to meet the Minimum Service Levels.

(c) Consortium shall include in its Contracts provisions including the Minimum Service Levels, as applicable for the Work being performed, set forth in Exhibit C, as well as those provisions set forth in Exhibit F ("City Delineated Contract Requirements"). The Consortium agrees that all Maintenance and Operating Agreements shall contain provisions for assessment of liquidated damages in the event of failure to meet applicable Minimum Service Levels. Further, all Consortium Contracts shall include a performance guarantee, the value of which shall be reasonably related to the work contemplated in any such Contract, to guarantee the full, faithful and satisfactory performance by a Consortium Contractor of its obligations under such Consortium Contract, which will be used by the Consortium to off-set costs incurred by Consortium as a result of Contractor's failure to perform or unsatisfactory performance of any required work. Consortium shall not include in its Consortium Contracts any provisions which negate, conflict, or otherwise void those contract provisions required by the City. Notwithstanding the foregoing, subject to the review and approval of City and its legal counsel, such contract provisions may be modified to conform to the nature of the Work to be performed by Consortium Contractors.

(d) To the extent the City reimburses Consortium for any Capital Project Costs Consortium incurs in connection with Consortium Contractors, Consortium shall enter into reimbursement agreements with the City including the conditions set forth in Exhibit F.

(e) Consortium Manager shall be responsible for the management of the Consortium Contractors in the performance of their work. The City will communicate with Consortium Manager regarding the Consortium Contractors other than the Scheduling Manager to address matters in connection with the performance of the Consortium Contractors' work. The Scheduling Manager will communicate with the City in connection with the performance of its work under the Scheduling Management Agreement and in accordance with the Terminal Space Use Protocols.

2.10 Assignment of Contracts.

All Consortium Contracts shall contain provisions making them assignable to the City upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default under this Agreement, the City shall have the right to require that Consortium complete the assignment to the City of any and all Consortium Contracts. Such assignment shall be in writing and in a form and substance acceptable to the City. Consortium agrees that all such Consortium Contracts shall further contain a clause which provides that in the case of any Consortium Contract so assigned, the Consortium Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Consortium Contract prior to the effective date of such assignment, unless such Consortium Contractor notifies the City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. The City shall not be responsible for any claims relating to such Consortium Contracts arising from or related to any fraud, misrepresentations, negligence, or willful or intentionally tortious conduct by Consortium and its Associated Parties.

2.11 Airport Security Program.

- (a) TSA Program. In accordance with regulations issued by the FAA, the U.S. Department of Transportation, and the U.S. Department of Homeland Security, Transportation Security Administration ("TSA") and found at 49 Code of Federal Regulations ("CFR") Part 1542, airports are required to have TSA-approved security programs. These programs are designed to control access to certain areas of airports and to control the movement of people and vehicles within those areas.
- (b) Consortium Compliance. The City has a TSA-approved security program for the Airport. Consortium must have a security program for its operations at the Airport at all times during the Term of this Agreement. At all times during the Term of this Agreement, Consortium's security program must be in compliance with all applicable laws and regulations from time to time enacted or promulgated, must be consistent and compatible in all respect with the City's overall security program for the Airport, and must be acceptable to the City and the TSA.
- (c) Indemnification. Consortium shall be responsible for any breach of security which occurs as a result of the negligence and/or willful misconduct of Consortium or its Associated Parties, and Consortium further agrees to indemnify and hold harmless the City from and against any and all damages, penalties, fines, claims, and costs resulting directly or indirectly from the breach of Consortium's responsibilities, covenants, and

agreements as set forth in this Section 2.11. The City shall provide Consortium and Consortium Manager notice of and consult with Consortium and Consortium Manager regarding any claims that the City has direct knowledge of and are related to Consortium. The indemnification contained in this Section 2.11(c) applies to this Section 2.11 only.

- (d) Confidentiality and Indemnity. In connection with its operations, Consortium Contractors may receive, gain access to, or otherwise obtain knowledge and information related to the City's overall Airport security program. Consortium acknowledges that all such knowledge and information is of a highly confidential nature. Consortium covenants and agrees that it will require all Consortium Contractors to covenant and agree that no person, whether an employee of such contractor or a third party, shall be permitted or gain access to such knowledge and information, unless such person has been approved by the City in advance in writing, which approval may be granted or withheld by the City in its sole discretion.
- (e) Material Breach. Violation of any of the provisions of this Section 2.11 shall be a material breach of this Agreement. In order to cure a breach under this Section 2.11, Consortium shall cooperate with the City in all respects necessary to correct such violation to the City's satisfaction, such satisfaction to be determined by the City in its sole discretion.

ARTICLE 3: CONSORTIUM FEES & CHARGES

3.1 Payment for Operations and Maintenance of the Consortium-Maintained City Equipment

The costs to the Consortium of operating and maintaining Consortium-Maintained City Equipment, together with an allocation of the Administrative Costs, shall constitute O&M Expenses, and be allocable to City Equipment in the terminal Cost Center as provided in the Airline Use and Lease Agreements and in accordance with the Financial Accounting Protocols.

3.2 Payment for Scheduling Manager and Ramp Manager

The costs to the Consortium associated with the Scheduling Manager Agreement and Ramp Manager Agreement, together with an allocation of the Administrative Costs, shall constitute O&M Expenses allocable to the terminal Cost Center as provided in the Airline Use and Lease Agreements and in accordance with the Financial Accounting Protocols.

3.3 Payment for Other City Requested Services

The costs to the Consortium for other Consortium-Provided City Services, together with an allocation of the Administrative Costs, shall constitute O&M Expenses allocable to the applicable Cost Center as provided in the Airline Use and Lease Agreement and in accordance with the Financial Accounting Protocols.

3.4 Budgeting and Payments

Consortium shall submit, not later than 180 days prior to the end of each fiscal year, to the City a preliminary estimate of the Consortium O&M Expenses related to Work for the following fiscal year. Consortium shall submit, not later than 120 days prior to the end of each fiscal year, to the City a final estimate of the Consortium expenses for the following fiscal year. On or before the fifteenth day of each month, Consortium shall submit its invoices to the Commissioner for the actual costs incurred by Consortium for Consortium O&M Expenses related to Work for the immediately preceding month. Each invoice shall be acceptable in form and substance to the Commissioner and shall set forth an allocation of the cost of the invoice between the respective services or itemization of Consortium-Maintained City Equipment and Consortium-Provided City Services as requested by the City. The City shall deposit sufficient funds in the Consortium O&M Fund for the Consortium Manager to pay invoices submitted by the Consortium. The City shall have no obligation or liability under this Agreement to any third party whatsoever. Payment of Consortium invoices will be made within sixty (60) days of the Commissioner's acceptance of an invoice. The Commissioner may withhold processing of any invoice which, in her or her reasonable opinion, is not submitted with adequate supporting documentation for the charges and costs set forth on such invoice. The Commissioner shall provide reasonable notice of any inadequacies in the supporting documents.

3.5 Accounting and Reports.

Consortium shall maintain separate and accurate daily records of Consortium's operations hereunder for a period of five (5) years after such operation, or for the period required by law, whichever is longer. All such books and records shall be kept in accordance with generally accepted accounting principles, consistently applied, showing in detail all business done or transacted in, on, about, or from or pertaining to the Airport.

Consortium shall provide to the City on a monthly basis utilization reports for Consortium Maintained City Owned Equipment in the form request by the Commissioner.

ARTICLE 4: CONSORTIUM MEMBERSHIP AND MANAGEMENT

4.1. Membership

The City has the right to review and approve the Amended and Restated Members Agreement and all amendments thereto. The Amended and Restated Members Agreement is attached hereto as Exhibit D. As provided in the Amended and Restated Members Agreement, an Air Carrier is entitled to become a member of Consortium by entering into an Airline Use and Lease Agreement or Non-Signatory Operating Agreement with the City and by becoming a party to the Amended and Restated Members Agreement. Consortium shall notify City of all Existing Members or Additional Members (as such terms are defined in the Amended and Restated Members Agreement).

4.2 Consortium Governance

(a) The obligations of Consortium under this Agreement may be delegated to and completed by a Consortium Manager, Maintenance and Services Operators, a Scheduling Manager, a Ramp Manager and other Consortium Contractors selected by Consortium; *provided that*, as set forth in Section 2.9(a), Key Consortium Contractors shall be selected based on qualifications established by a committee with the City serving as a member of the selection committee. In addition, the City shall have the right to approve the Scheduling Manager Agreement, the Consortium Manager Agreement, and any amendments thereto.

(b) The Consortium Manager Agreement, Operating Agreements, Scheduling Manager's Agreement, the Ramp Manager Agreement and other applicable Contracts, shall set forth the duties, responsibilities, obligations and compensation of Consortium Manager, Maintenance and Services Operator(s), Scheduling Manager, Ramp Manager and other Consortium Contractors, as the case may be, with respect to the Consortium-Maintained City Equipment and Work (including Consortium-Provided City Services) as well as the rights and obligations of Consortium with respect to such contractors. Notwithstanding the foregoing, any such delegation shall not limit or reduce the obligations and responsibilities of Consortium under this Agreement. Consortium shall notify the Commissioner of any default under the Consortium Manager Agreement, any Operating Agreement, the Scheduling Manager Agreement, the Ramp Manager Agreement or any other applicable Contract. Consortium shall enforce the terms and conditions of Consortium Manager Agreement, the Operating Agreement(s), the Scheduling Manager Agreement, the Ramp Manager Agreement and all other Contracts.

(c) Consortium covenants and agrees that it will not appoint, remove, or replace any Key Consortium Contractor or any Key Personnel without prior written consent from the Commissioner, which consent shall not be reasonably withheld. In the event the Commissioner determines that any Key Consortium Contractor or any Maintenance and Service Operator is not meeting the Minimum Service Levels or otherwise is in material breach of its respective agreement after reasonable notice with an opportunity to cure as determined by the Commissioner, then Consortium shall terminate and replace such non-performing party with a qualified and satisfactory replacement.

4.3 Quarterly Meeting

The City and Consortium Manager shall meet at least quarterly to review matters of interest to the parties and to review Consortium's performance.

4.4 CDA Representative on Consortium Board

The Commissioner has the right to appoint one (1) director to the Consortium's Board of Directors, who shall also serve on the Management Committee of such board and have voting rights as set forth in the Amended and Restated Members Agreement. The appointment of a director by the Commissioner shall be deemed to be a certification by the City of the authority of such director to act on behalf of the City as a director on the Consortium's Board of Directors. The Commissioner also has the right to appoint a representative to the Operations Committee.

The individuals appointed by the Commissioner may serve successive terms on the Consortium's Board of Directors, Management Committee and/or Operations Committee, and the Commissioner may replace such director or representative at any time based solely upon his or her own discretion.

4.5 City's Right to Require Removal and Replacement of Key Consortium Contractors and Key Personnel

Consistent with Section 4.2(c), the City shall have the right to require Consortium to remove and replace any Key Consortium Contractor and any Key Personnel for material cause, including failure to satisfy the Minimum Service Levels.

ARTICLE 5: TERM

5.1 Term of Agreement

Upon execution and delivery of this Agreement by the parties hereto, this Agreement shall be effective as of the Effective Date and terminate on December 31, 2033, unless terminated earlier in accordance with the terms hereof. If the Airline Use and Lease Agreement is terminated with all Signatory Airlines prior to December 31, 2033, this Agreement shall terminate, at the option of the City, with at least one (1) year's prior written notice to the Consortium.

5.2. Surrender of Possession

Consortium shall yield and deliver peaceably to the City possession of the Consortium-Maintained City Equipment and cease maintaining the Consortium-Maintained City Equipment and performing all Work on the date of the expiration or termination of this Agreement. The Consortium-Maintained City Equipment shall be in a condition similar to that which existed at the commencement of this Agreement or at the time of installation, if later, except for reasonable wear and tear and damage caused by casualty. All paper and electronic documents and records related to the operation, use, and maintenance of the Consortium-Maintained City Equipment and other Work existing on the Effective Date or thereafter obtained by the Consortium during the Term of this Agreement, including but not limited to all original equipment manufacturer's manuals, bulletins, and other documents and all records, reports and other documentation produced by Consortium and/or the Consortium Contractors shall be delivered to the City at the time the Consortium-Maintained City Equipment is surrendered.

5.3 Reversion

Upon termination or expiration of this Agreement, Consortium shall cease to have any rights with respect to the Consortium-Maintained City Equipment under this Agreement, which shall remain property of the City, or any other rights to perform Work; provided, however, that Consortium shall have the right, subject to the terms of this Agreement, to remove all equipment owned by Consortium, and further provided that the City shall have no rights to equipment owned by Consortium.

ARTICLE 6: REPAIR AND MAINTENANCE

6.1 Inspection and Notification

Consortium Manager shall, or shall cause the Maintenance and Services Operators to inspect and test the Consortium-Maintained City Equipment, as specified in the Exhibits to this Agreement, specific to the Consortium-Maintained City Equipment and in accordance with applicable laws and consistent with industry standards and manufacturer guidelines, and maintain records in accordance with the Exhibits open to City inspection and testing at any reasonable time upon prior notice.

6.2 Inspections by City; Performance by the City upon Failure of Consortium

- (a) Inspection. City shall have the right, without any obligation to do so, at any time, and as often as it considers necessary, to inspect the Consortium-Maintained City Equipment. In the event City identifies a maintenance or repair need, it shall give written notice thereof to Consortium Manager.
- (b) Consortium to Promptly Repair. City may, by written notice to Consortium Manager, direct Consortium to perform such maintenance and repair consistent with its obligations under this Agreement at Consortium's expense within a reasonable period of time determined by City and Consortium, which could be immediate if the situation requires. If Consortium fails to perform such maintenance or repair within the stated repair period, City may perform such maintenance and repair, at Consortium's cost plus an administrative fee of fifteen percent (15%).
- (c) Urgent Remediation Situations. In the event City reasonably believes that there is a Consortium-Maintained City Equipment problem that impacts essential operations or endangers the safety of operations at the Airport, City may, by written or verbal notice (followed up in writing) to Consortium Manager, direct Consortium to take immediate remedial action to protect such facilities and eliminate such endangerment. If Consortium cannot or is unable to do so immediately, then City may do so, at Consortium's cost and charging an administrative fee of twenty-five percent (25%).
- (d) Testing and Minimum Service Levels. City shall have the right, without any obligation to do so, at any time after reasonable notice, and as it considers necessary, to perform tests, consistent with industry standards and manufacturers' guidelines, on the Consortium-Maintained City Equipment or otherwise perform assessments to determine whether the Minimum Service Levels have been satisfied under the terms of the this Agreement, including as required by Exhibit C.
- (e) Application to Contractors. Consortium further agrees to implement such measures as may be necessary to ensure that its Consortium Contractors and their staff shall be bound by the provisions of this Section 6.2.

- (f) Technical Representative. Without limiting the rights and obligations of the parties hereunder, including those relating to reporting, approvals, and maintenance, repair, or testing, each party will designate a technical representative to liaise with the other party on technical, operational and maintenance issues, as appropriate. Each party shall cooperate and permit the other party's representative to participate in technical and operational activities, including, for example, periodic inspections, testing, and Consortium-Maintained City Equipment problem-solving.

6.3 Warranties

The City agrees to take, to the maximum extent legally permitted, all actions necessary to permit Consortium to enforce warranties with respect to Consortium's obligations hereunder. At the City's request, except to the extent that the City already possesses the relevant warranties, Consortium shall reasonably obtain on the City's behalf customary warranties for the Consortium-Maintained City Equipment and other Work in connection with Consortium's repair, maintenance, and replacement obligations hereunder. Upon the City's request, and, in any event, at the end of the Term hereof, Consortium shall assign to the City all such warranties to the extent available and applicable. The parties shall reasonably cooperate with each other to enforce all warranties on Consortium-Maintained City Equipment and all Work.

ARTICLE 7: ADDITIONAL COVENANTS

7.1 Operations Reports

The Consortium shall maintain all records relating to Consortium-Maintained City Equipment, Consortium Provided Services and any other Work in accordance with the City's or CDA's standards of record management, including performance relating to Minimum Service Levels. Such records will be provided to the City upon request. The reporting calendar will be the same as the CDA's fiscal calendar (October 1 to September 30). The Consortium will be required to submit reports monthly, quarterly, annually, and on an ad hoc basis as further provided in Exhibit C. The Consortium will also be responsible to provide the CDA with reports related to systems, equipment, and services.

7.2 Computerized Maintenance Management System

Consortium, Consortium Manager and Maintenance and Service Operators shall be required to provide, maintain and use a computerized maintenance management system (CMMS) in connection with the Work performed hereunder, and provide access to CDA terminal operations and facilities managers as directed by the Commissioner.

7.3 Material Adverse Events

Promptly upon the occurrence of any event of which Consortium has knowledge (other than general economic conditions) which has, or could have, a material adverse impact on the Consortium-Maintained City Equipment or the operations of the Airport, Consortium shall notify the City of such event.

7.4 Records, Audits, and Confidentiality

- (a) All documents, data, studies, reports, and instruments of service prepared under or in connection with Consortium-Maintained City Equipment and the Work are the property of the City. Consortium shall be responsible for any loss or damage to documents while in Consortium's possession or the possession of its Consortium Contractors and any such document so lost or damaged shall be restored at the expense of Consortium.
- (b) Promptly upon reasonable demand by the City or upon the expiration or termination of this Agreement, Consortium Manager shall deliver, or cause to be delivered, to the City all documents prepared under, or in connection with, this Agreement, including but not limited to drawings, models, specifications, estimates, reports, studies, maps, and computations. In the event of the failure by Consortium to make such delivery upon demand or termination, then Consortium shall pay to the City and damages the City may sustain by reason thereof.
- (c) All of the reports, information, or data prepared or assembled by or provided to Consortium under this Agreement are confidential. Consortium agrees, and shall cause its officials, employees, and Consortium Contractors to agree, that, except as specifically authorized herein or as may be necessary for the maintenance of the Consortium-Maintained City Equipment or as may be required by law, it shall not make available said reports, information, or data to any other individual or organization, except the City, without the prior written approval of the Commissioner.
- (d) In the event that Consortium is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in Consortium's possession by reason of this Agreement, Consortium shall immediately give notice to the General Counsel of CDA and to the City's Corporation Counsel with the understanding that the City shall have the opportunity to contest such document request or subpoena duces tecum by any means available to it before such records or documents are submitted to a court or other third party; provided, however, that Consortium shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
- (e) Consortium further agrees to implement such measures as may be necessary to ensure that its Consortium Contractors shall be bound by the provisions of this Section 7.4.

7.5 Inconsistent Provisions

Consortium shall not amend its organizational agreements, including the Amended and Restated Members' Agreement, in such a manner that such agreements will contain a provision which is inconsistent with the terms of this Agreement.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Representations of Consortium

Consortium hereby represents and warrant to the City that:

- (a) This Agreement is duly authorized, valid, binding, and enforceable on Consortium;
- (b) Consortium is duly organized and existing under the laws of the State of Illinois;
- (c) Consortium is authorized to do business in the State of Illinois;
- (d) All consents, approvals, and authorizations of governmental or regulatory authorities or by or on behalf of any creditors or any other third party for the valid execution and delivery of this Agreement by Consortium, and Consortium's performance of its obligations under and compliance with the terms thereof, have been obtained and are in full force and effect; and
- (e) No other approvals of Consortium's Members or any governmental body are required in order for Consortium to enter into this Agreement and to perform its obligations and comply with the conditions imposed hereunder.

8.2 Representations of City

The City hereby represents and warrants to Consortium that:

- (a) This Agreement is duly authorized, valid, binding, and enforceable on the City;
- (b) All consents, approvals, and authorizations of governmental or regulatory authorities or any other third party for the valid execution and delivery of this Agreement, and the City's performance of its obligations under and compliance with the terms thereof, have been obtained and are in full force and effect; and
- (c) No other approvals of the City's governing body or any governmental body are required in order for the City to enter into this Agreement and to perform its obligations and comply with the conditions imposed hereunder.

ARTICLE 9: INSURANCE AND INDEMNIFICATION

9.1 Insurance Requirements

9.1.1 Insurance Coverage Required. Consortium shall procure and maintain at all times, at Consortium's own expense, the types of insurance specified below, with insurance companies having an AM Best rating of A- or better, financial size rating of IV or better; or for those insurance companies not subject to AM Best's rating (a) an equivalent financial strength rating from S&P or (b) a similar nationally or internationally recognized reputation and responsibility

as reasonably approved by the City, covering all operations under this Agreement performed by Consortium. The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement with statutory limits. Such insurance shall include Employer's Liability Insurance coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(b) Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance or equivalent coverage with limits of not less than \$250,000,000 per occurrence for bodily injury (including death, personal injury and property damage liability and in the aggregate for war risks and allied peril). Such insurance shall include but not be limited to: all premises and operations, products/completed operations, war risk and allied peril liability (including terrorism), liability for any auto (owned, non-owned and hired) including liability for vehicles on the restricted access area of the Airport, mobile equipment, explosion, collapse, underground, separation of insureds, defense, independent contractors, and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. The additional insured coverage shall not have any limiting endorsement or language under the policy such as but not limited to, Consortium's sole negligence or the City's vicarious liability. Consortium's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

To the extent Consortium relies on excess or umbrella insurance to satisfy the requirements of this subsection (b), any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of underlying policy without interruption, and shall include a drop down provision with no gap in policy limits.

(c) Automobile Liability Insurance (Primary and Umbrella)

When any motor vehicles are used in connection with work to be performed by or on behalf of Consortium, Consortium shall provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence combined single limit, for bodily injury and property damage for any auto including owned, non-owned or hired autos; *provided, however*, that Consortium may reduce the foregoing amount to \$1,000,000 per occurrence combined single limit so long as Consortium's Commercial General Liability Insurance or equivalent coverage includes excess auto liability. The City shall be named as an additional insured on a primary, non-contributory basis.

(d) All Risk Builders Risk Insurance. When Consortium undertakes any construction at the Airport, including improvements, betterments or repairs, Consortium shall provide or cause its Consortium Contractor to provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility or project. Coverage extensions shall include boiler and machinery, earthquake and flood.

(e) All Risk Property Insurance. All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction for such premises including improvements and betterments of City property in Consortium's care, custody and control. Coverage shall include but not limited to boiler and machinery, earthquake, flood, sprinkler leakage, debris removal and business interruption and extra expense. The City shall be named as a loss payee, as their interests may appear. Consortium shall be responsible for all loss or damage to personal property owned, rented or used by Consortium.

(f) Professional Liability. When any architects, engineers, project managers, construction managers or other professional consultants perform work (including but not limited to Scheduling and Ramp Management) in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than \$2,000,000; provided, however, that design and construction architects, engineers, project managers, construction managers or other professional consultants who perform work with respect to any construction project undertaken by Consortium pursuant to this Agreement the cost of which is in excess of \$50,000,000 shall be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work on the contract. A claims made policy that is not renewed or replaced shall have an extended reporting period of at least two (2) years.

(g) Pollution Liability Insurance. Pollution Liability Insurance shall be provided covering bodily injury, property damage, clean-up and other losses caused by pollution conditions or incidents including any Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material with limits of not less than \$10,000,000 per pollution condition or loss and \$10,000,000 annual aggregate. Coverage shall include but not be limited to: response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense. When policies are renewed, the policy retroactive date shall coincide with or precede, start of work in connection with the Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City is to be named in the policy as an additional insured.

Coverage shall also include but not be limited to (a) underground and above ground storage tank(s) owned or operated by Consortium or its Associated Parties including any on site integral piping or dispensing equipment at the Airport and (b) any structural controls (above-ground or below-ground) used to treat sanitary sewer waste and storm water runoff operated by Consortium or Associated Parties at the Airport, as set forth in Section 12.1.6 (Environmental Article).

9.1.2 Additional Requirements.

(a) Evidence of Insurance. Consortium will furnish the Commissioner with original Certificates of Insurance (or copies thereof) and a copy of the additional insured endorsements, where applicable, evidencing the coverage required to be in force on the date of this Agreement,

and renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consortium shall submit evidence prior to Agreement award. The receipt of a certificate or other insurance evidence does not constitute an agreement by the City that the insurance coverage required in this Agreement have been fully met or the insurance policies indicated on the certificate or other evidence of insurance provided are in compliance with all the Agreement requirements. Failure of the City to obtain certificates or any other insurance evidence from Consortium showing compliance with these requirements of the Agreement is not a waiver by the City of any requirements for Consortium to obtain and maintain the specified coverages. Consortium shall advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consortium for liabilities that may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois within ten (10) days of the City's written request.

(b) Failure to Maintain Insurance. The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement and an Event of Default under Section 11.1. To the extent there is such a failure, the City shall provide written notice thereof and Consortium shall have fifteen (15) business days to cure such failure, after which the City may exercise any remedy in Article 11 or any other remedies under this Agreement until proper evidence of insurance is provided.

(c) Notice of Cancellation, Material Change and Non-Renewal. Consortium shall provide for thirty (30) days' advance notice to the City in the event coverage required in this Agreement (except coverage for war and allied peril risk for which Consortium shall provide seven (7) days' advance notice or such other period as may be agreed by the parties) has substantially changed, canceled, or non-renewed. Upon the earlier of Consortium's receipt of a cancellation notice for non-payment of premium or Consortium's knowledge thereof, Consortium shall provide immediate notice to the City of such cancellation or impending cancellation with Consortium's written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(d) Insurance Required of Consortium Contractors and subcontractors. In each contract with any Consortium Contractor or subcontractor, Consortium shall require such Consortium Contractor or subcontractor to obtain insurance coverages to adequately cover risks associated with any such contractor or subcontractor that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such contractor's or subcontractor's practices. Consortium shall determine if Consortium Contractor or subcontractor should provide any additional coverage or other coverage required herein. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including naming the City of Chicago as an additional insured on an additional insured form acceptable to the City. Consortium is also responsible for ensuring that each Consortium Contractor and subcontractor has complied the required coverage and terms and conditions outlined in this Section 9.1.2. When requested by

the City, Consortium shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed to location within the State of Illinois within ten (10) days of the City's written request. Failure of the Consortium Contractors or subcontractors to comply with required coverage and terms and condition outlined herein will not limit Consortium's liability or responsibility.

(e) No Limitation as to Consortium's Liabilities. Consortium expressly understands and agrees that any insurance coverages and limits furnished by Consortium shall in no way limit Consortium's liabilities and responsibilities specified within the contract documents or by law.

(f) Waiver of Subrogation. Consortium waives and shall cause its insurers to waive, and Consortium shall cause each Consortium Contractors and subcontractors insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Consortium pursuant to this Agreement: (1) Workers' Compensation and Employer's Liability Insurance; (2) Commercial General/Airline Liability Insurance (primary and umbrella); (3) Automobile Liability Insurance; (4) All Risk Blanket Builder's Risk Insurance; and (5) all Risk Property Insurance. With respect to the waiver of subrogation for Worker's Compensation and Employer's Liability Insurance, Consortium shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver.

In the event Consortium or any Consortium Contractor, or their respective insurers, should seek to pursue contribution or a subrogation claim against the City, Consortium shall be responsible to pay all cost of defending such claims, including actual attorney's fees of counsel of the City's choosing, subject to Section 9.2.7.

(g) Consortium Insurance Primary. Consortium expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Consortium under this Agreement. All insurance policies required of Consortium under this Agreement shall be endorsed to state that Consortium's insurance policy is primary and not contributory with any insurance carried by the City.

(h) Insurance Limits maintained by Consortium. If Consortium maintains higher limits than the minimum required herein, the City requires and shall be entitled to coverage for the higher limits maintained by Consortium. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City, as their interest may appear.

(i) Joint Venture or Limited Liability Company. If Consortium is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(j) Other Insurance obtained by Consortium. If Consortium desires additional coverages, Consortium shall be responsible for the acquisition and cost.

(k) Self-Insurance of Consortium. Consortium may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 9.1. It is understood that in any instance in which Consortium is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, Consortium, as a self-insurer, has the same duties and obligations to the City (i.e. obligation to provide a defense for covered claims) and to the City's liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though Consortium's self-insurance is not on a standard ISO form.

(l) City's Right to Modify. The City maintains the right, based on commercially reasonable standards, to modify, delete, alter or change the requirements set forth under this Section 9.1 with thirty (30) days prior written notice to Consortium.

9.1.3 City's Insurance.

The City shall maintain in force during the Term the insurance it is required to maintain pursuant to the Airline Use and Lease Agreements.

9.2. Indemnification

9.2.1 Consortium agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by applicable statutes and case law, from and against any and all Claims, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

- (a) the tortious acts or omissions of Consortium or its Associated Parties;
- (b) Consortium's or its Associated Party's performance of the Work;
- (c) the violation by Consortium of this Agreement or of any law, ordinance, regulation or court order affecting the Airport; or
- (d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Consortium or its Associated Parties, or Consortium's failure to comply with obligations imposed upon Consortium or its Associated Parties, pursuant to this Agreement;

and Consortium will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Consortium will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 9.2.7.

9.2.2 Without limiting the foregoing, Consortium also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

- (a) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of the injury or death of any employee of Consortium. Consortium shall cause its licensees and Contractors to maintain in effect at all times workers' compensation insurance as required by law; and
- (b) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Consortium-Maintained City Equipment maintained by Consortium pursuant to this Agreement, or which arise out of the operations of Consortium. However, Consortium may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Consortium to contest or appeal the same. Consortium shall be responsible for obtaining bills for all of said taxes and assessments for which Consortium is responsible directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to Consortium as soon as practicable.

9.2.3 Without limiting the foregoing, Consortium shall cause any Consortium Contractor to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all Claims including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Consortium Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 *et seq.* The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Consortium Contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, Consortium Contractors, agents or servants of Consortium Contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Consortium shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Consortium will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 9.2.7. "Injury" or "damage," as such words are used in this Section 9.2 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Consortium Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Consortium's obligation to cause any Consortium Contractor to agree to the requirements set forth in this Section 9.2.3, Consortium's failure to cause Consortium Contractor to do so shall not constitute a breach hereof, provided that Consortium performs all such actions Consortium Contractor would have been required to perform under this Section 9.2.3, including indemnifying and defending the City, itself.

9.2.4 The City shall notify Consortium as soon as practicable of each Claim in respect of which indemnity may be sought by the City against Consortium hereunder, setting forth the particulars of such Claim, and shall furnish Consortium with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

9.2.5 The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings related to any Claim against the City, provided that the City shall bear the costs of its participation to the extent such participation is not in furtherance of the City's defense of any such Claim. The City shall approve the terms of any settlement which requires the City to perform or refrain from performing any action, provided that such approval will not be unreasonably withheld if a settlement includes a full and unconditional release for City Indemnified Parties.

9.2.6 Without limiting the generality of any other provision hereof, Consortium shall reimburse the City for the cost of any and all reasonable attorney's fees and investigation expenses and any other reasonable costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

9.2.7 Notwithstanding the provisions of this Section 9.2, in the event that the City and Consortium mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party's negligence is at least fifty-one (51%), or (b) a City Indemnified Party's willful and wanton misconduct is any percentage, of the total fault which proximately caused the Claims, Consortium's obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Consortium's and its Associated Parties' proportionate share of the total fault which proximately caused the Claims. The City and Consortium agree, however, that this Section 9.2.7 is not intended to obviate or lessen in any way Consortium's duty to defend the City Indemnified Parties; provided, however, that to the extent the City and Consortium mutually agree or a court of competent jurisdiction rules that the Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party, the City shall reimburse Consortium for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, the City shall reimburse Consortium for all defense costs Consortium incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Consortium mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

9.2.8 Notwithstanding the provisions of this Section 9.2, Consortium's indemnification obligations for Environmental Claims are set forth in Section 12.7.

9.2.9 The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City or a City Indemnified Party that would exist at common law or under other provisions of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement.

9.2.10 Subject to Section 9.2.7, Consortium shall be liable for any loss or damage to any personal property or equipment of Consortium, its agents, servants, employees, officials, or independent contractors.

9.2.11 Consortium waives the right of contribution against the City Indemnified Parties, subject to Section 9.2.7, and subrogation against the City Indemnified Parties.

9.2.12 This Section 9.2 shall survive expiration or early termination of this Agreement. Consortium understands and agrees that any insurance protection furnished by Consortium pursuant to Section 9.1 shall in no way limit Consortium's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

ARTICLE 10: TAXES; LIENS

10.1 Taxes, Licenses, and Permits

Consortium shall pay or cause to be paid any and all taxes and assessments and shall obtain or cause to be obtained all licenses, permits, certifications, and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder, including any and all taxes and other charges in connection with Consortium's performance of the Work. Consortium may contest any such taxes as provided in Section 9.2.2(b). Consortium shall not permit a lien or encumbrance to attach to the Airport or the Consortium-Maintained City Equipment by reason of any failure to pay taxes for which it is responsible.

10.2 Liens Prohibited

Consortium covenants and agrees that it shall notify its Consortium Contractors of any tier that no mechanics' liens under Ill. Rev. Stat. Ch. 82 Par. 23 ("mechanics' liens") will be permitted to arise, be filed or maintained against the Airport or the Consortium-Maintained City Equipment or any part thereof or any interest therein or any improvements thereon, against any monies due or to become due to any Consortium Contractors of any tier for or on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Consortium-Maintained City Equipment; and Consortium, for itself, its Consortium Contractors, and its employees, hereby expressly waives, releases, and relinquishes such liens and all rights to file or maintain such liens, and agrees further that this waiver of liens and waiver of the right to file or maintain such liens shall be an independent covenant.

If any Consortium Contractors, employees, or any other person directly or indirectly acting for, through, or under any of them, files or maintains a lien or claim as described in paragraph (a) above, Consortium agrees to cause such liens and claims to be satisfied, removed, or discharged, as a Project Cost, by bond, payment, or otherwise, within thirty (30) calendar days from the date of the filing thereof; provided, however, that City may extend the thirty day period if City determines that such lien or claim cannot be so satisfied, removed, or discharged in such period, and that Consortium is proceeding diligently to cause such liens or claims to be satisfied,

removed, or discharged. Upon Consortium's failure to cause such liens or claims to be satisfied, removed, or discharged, City shall have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed, or discharged as a Project Cost, such cost to include legal fees and disbursements.

Consortium shall give, or cause to be given, a copy of the provisions set forth in this Section 10.2 to all Consortium Contractors and shall include these provisions in all written Contracts with Consortium Contractors and/or give written notice of same to all Consortium Contractors or other persons having oral agreement with such Consortium Contractors.

ARTICLE 11: DEFAULT AND RIGHTS AND REMEDIES UPON DEFAULT

11.1 Events of Default

Each of the following shall be an "Event of Default"-under this Agreement:

11.1.1 Consortium shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature with an opportunity to cure as determined by the Commissioner in his or her sole discretion; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

11.1.2 Consortium shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Consortium under any chapter of the Federal Bankruptcy Code.

11.1.3 By order or decree of a court, Consortium shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

11.1.4 A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against Consortium and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

11.1.5 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Consortium and such possession or control shall continue in effect for a period of sixty (60) days.

11.1.6 Consortium shall become a corporation in dissolution.

11.1.7 The letting, license or other interest of or rights of Consortium hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Section 11.1.1 through 11.1.6.

11.1.8 Consortium shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement (including meeting the Minimum Service Levels set forth in Exhibit C) for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Consortium by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Consortium within such thirty (30) day period and diligently pursued until the failure is remedied.

11.1.9 Any lien shall be filed against the Consortium-Maintained City Equipment or Airport premises or any portion thereof resulting from any act or omission of Consortium, and shall not be discharged within thirty (30) days, unless Consortium shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his or her discretion determines to be adequate to protect the interests of the City.

11.1.10 Consortium shall make any purported assignment without the consent of the City.

11.1.11 Consortium shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or Consortium shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation; provided, however, that it shall not be an Event of Default if Consortium consolidates with or merges into a wholly owned subsidiary of Consortium or City otherwise approves any such consolidation or merger.

11.1.12 Consortium shall default under the Facilities Lease.

11.1.13 Consortium shall violate the Waste Sections of the Municipal Code or MCC 2-156-018, "Duty to report corrupt or unlawful activity" as set forth in Article 15 of this Agreement.

11.1.14 Consortium shall fail to maintain insurance as required by this Agreement, including the cure period provided in Section 9.1.2(b).

11.2 Termination by the City

11.2.1 Whenever an Event of Default has occurred and is continuing, the City may, at its option and without precluding other means to resolve such Event of Default, immediately and without prior notice of such Event of Default:

- (a) terminate this Agreement and the rights of Consortium hereunder, without discharging any of Consortium's obligations hereunder; or
- (b) without terminating this Agreement, request that Consortium cease performing any Work it may perform pursuant to this Agreement.

11.2.2 In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect any amounts payable by Consortium hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Consortium under this Agreement. For the avoidance of doubt, the City may compel specific performance by Consortium of any obligation pursuant to this Agreement, perform said obligations itself or take other actions to mitigate losses that may result from Consortium's failure to perform and charge Consortium for the City's costs plus a 15% administrative fee.

11.2.3 All rights and remedies given to the City in this Agreement and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement shall deprive the City of any of the City's remedies or actions against Consortium for any fees or charges or for damages or for the breach of any covenant herein contained.

11.2.4 In no event shall this Agreement or any rights or privileges hereunder be an asset of Consortium under any bankruptcy, insolvency or reorganization proceedings.

11.2.5 To the extent consistent with the United States Bankruptcy Code or similar debtor relief laws, if Consortium seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, Consortium will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter pursuant to Consortium's obligations under Article 12 which arose prior to or arises during the course of Consortium's bankruptcy case. Consortium will not be allowed to assume this Agreement without performing any required remediation as part of the cure for any assumption of this Agreement.

11.3 Agreement to Pay Attorneys' Fees and Expenses

In the event Consortium defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of any amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Consortium herein contained, Consortium shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

11.4 Force Majeure

11.4.1 If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes (all of which shall be subject to Section 15.14), inability to procure labor or materials, failure of power,

restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an “**Unavoidable Delay**”). This Section shall not be applicable to Consortium’s obligations to procure insurance or to pay any fees or charges, or any other sums, moneys, costs, charges or expenses required to be paid by Consortium. If any provision of this Agreement negates or limits the period of any force majeure or Unavoidable Delay extension, such provision shall override this Section 11.4. Consortium shall give the City notice of any Unavoidable Delay within a reasonable time (not to exceed one (1) month) following the occurrence of the delaying event.

11.4.2 The City and the Consortium shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state, county or municipal law, rule, regulation, requirement, order or directive.

ARTICLE 12: ENVIRONMENTAL MATTERS

12.1 Consortium Representations, Warranties, and Covenants

Consortium represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

12.1.1 Consortium has obtained and throughout the term of this Agreement shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws (as defined in the Airline Use and Lease Agreements), for conducting its operations at the Airport during the term of this Agreement; provided, however, that for the purposes of this Agreement, “**Environmental Laws**” will also include, where applicable, the rules and regulations of the United States Department of Agriculture Animal and Plant Health Inspection Service, including 7 C.F.R. 330.400-403 and 9 C.F.R. 94.5. Consortium shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to its and their use of and operations at the Airport.

12.1.2 Consortium shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

12.1.3 Consortium shall not conduct its operations at the Airport during the Term of this Agreement in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

- (a) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;

- (b) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Consortium or its Associated Parties at the Airport;
- (c) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of the City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to the City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;
- (d) any Release, Discharge or Disposal to soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or
- (e) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or, if applicable, any terms or conditions of any of Consortium's air permits.

12.1.4 Consortium shall, and shall ensure that its Associated Parties, handle, use, store, Dispose of, transport, or otherwise manage, any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Agreement in a lawful manner. Without limiting the foregoing and as applicable, Consortium shall not conduct and shall ensure that its Associated Parties do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and, as applicable, in compliance with any de-icing policies and practices as may be adopted by the City in consultation with Consortium.

12.1.5 Consortium shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Consortium or its Associated Parties, or resulting from Consortium's use, activities, and operations, at the Airport during the term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Consortium shall ensure that either Consortium or its appropriate Associated Party(ies) signs such documents.

12.1.6 Consortium shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Consortium or its Associated Parties at the Airport during the term of this Agreement. Maintenance frequencies for any such structural controls shall be established by Consortium in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Consortium shall ensure that environmental records required to be kept by applicable law,

including the O'Hare SWPPP, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls. Consortium shall remove and properly Dispose of any Waste in said designated structural controls maintained by Consortium prior to vacating the Airport.

12.1.7 Consortium shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any air pollution control equipment required by any applicable Environmental Law operated by Consortium or its Associated Parties on the Airport during the term of this Agreement. Maintenance frequencies for any such air pollution control equipment shall be established by Consortium in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Consortium shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. The air pollution control equipment units to be maintained shall include, but are not limited to: scrubbers, filters, absorbers, condensers, precipitators, and other equipment, in each case to the extent such equipment is specifically listed on Exhibit A to this Agreement as the maintenance responsibility of Consortium. Consortium shall remove and properly Dispose of any Waste in said designated air pollution control equipment operated by Consortium prior to vacating the Airport.

12.1.8 If Consortium or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the O'Hare Spill Response Guide, Consortium shall report such Release, Discharge or Disposal to the appropriate governmental authorities in compliance with applicable Environmental Law, including the O'Hare Spill Response Guide. Consortium shall ensure that its Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

12.1.9 Consortium acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Consortium shall conduct operations and activities at the Airport, including but not limited to construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Consortium acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines

under Environmental Laws. Consortium shall minimize the exposure to storm water of materials generated, stored, handled, or used by Consortium or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written “Best Management Practices” as defined by and required under Environmental Laws, and shall make them available to the City upon reasonable request. Consortium further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Consortium applicable to Consortium are incorporated by reference into this Agreement to the extent affecting Consortium’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Consortium’s reasonable cooperation to assure the City’s compliance therewith. The City shall provide advance notice to Consortium of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Consortium’s operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Consortium’s reasonable cooperation to assure the City’s compliance therewith.

12.1.10 Consortium or its Associated Parties shall cooperate with the City, as reasonably requested from time to time by the City, to ensure that Consortium’s operations at or use of the Airport will not unreasonably interfere with the City’s implementation of its Chicago O’Hare International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

12.1.11 Consortium, prior to vacating space at the Airport at which it performs Work for any reason, shall:

- (a) remove and Dispose of any and all trash, debris, or Waste generated by Consortium or its Associated Parties;
- (b) remove any and all above-ground containers and non-permanent structural controls owned by Consortium or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located at the Airport, unless Consortium and the City agree otherwise; and
- (c) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Consortium or its Associated Parties and located at the Airport, provided, however, that Consortium shall have no such obligation with respect to any airport hydrant fuel system maintained by an airport fueling consortium.

12.1.12 Consortium understands and acknowledges that certain of its and the City’s future capital projects at the Airport may require review or approval by the FAA, the United States Environmental Protection Agency (“USEPA”), or the Illinois Environmental Protection Agency (“IEPA”), pursuant to requirements imposed upon the Airport or the City. If requested by the City, Consortium shall reasonably cooperate with the City in its preparation of

such submittals as are required of the City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Consortium's future capital projects or in connection with the City capital projects at the Airport which benefit Consortium.

12.1.13 Consortium shall, and shall ensure that its Associated Parties, dispose of Hazardous Substances or Other Regulated Material in accordance with applicable Environmental Laws. Consortium shall, and shall ensure that its Associated Parties, employ properly permitted disposal facilities. Upon the City's reasonable request, the Consortium shall make available for City inspection documents relating to disposal activities of Consortium or its Associated Parties and/or the disposal facilities employed.

12.2 Right of Entry to Perform Environmental Inspections and Sampling

12.2.1 The City and its contractors and other agents shall have the full right to enter any part of the areas in the Airport where Consortium performs its Work, at all reasonable times and in the City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Consortium's operations thereon, or any other party's use and operations, including operations of Consortium's Associated Parties. The City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at the City's expense. The City will provide seventy-two (72) hours' advance written notice of any City inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Consortium's operations thereon, or any other party's use and operations, including operations of Consortium's Associated Parties or intrusive City sampling to Consortium, except in emergencies, when advance notice shall not be required. Consortium shall have the right to accompany the City when any such inspection or sampling is performed, provided that the City is not required to unreasonably delay its inspection or sampling to enable Consortium to be present. Consortium shall have the right to obtain, at Consortium's expense, split samples and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

12.2.2 Consortium shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to the City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, the City shall not unreasonably interfere with the authorized use of the areas in the Airport where Consortium performs its Work by Consortium or Consortium's Associated Parties. Consortium remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

12.3 Information to be Provided to the City

12.3.1 If Consortium receives any written notice, citation, order, warning, complaint, claim or demand regarding Consortium's use of, or operations at, the Airport during the term of this Agreement or other property at the Airport used by Consortium pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

- (a) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Consortium or by its Associated Parties; or
- (b) alleging that Consortium or any of its Associated Parties is the subject of an Environmental Claim or alleging that Consortium or any Associated Party is, or may be, in violation of any Environmental Laws; or
- (c) asserting that Consortium or any such third party as identified in Section (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Consortium shall promptly, but not later than five (5) business days after Consortium's receipt, inform the City in writing of same, including a copy of such notice received by Consortium.

12.3.2 Consortium shall simultaneously provide to the City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (a) Consortium's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Airport used by Consortium pursuant to this Agreement; or
- (b) any Release or Discharge arising out of the past or present operations at or use of the Airport used by Consortium or its Associated Parties pursuant to this Agreement.

12.3.3 In connection with any matter arising under Section 12.3.1 above, Consortium shall make available, within ten (10) business days of Consortium's receipt of the City's written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Consortium has submitted to any governmental agency pertaining to the environmental compliance status of Consortium's operations at or use of the Airport used pursuant to this Agreement by Consortium, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Consortium or its Associated Parties at the Airport used by Consortium pursuant to this Agreement.

12.4 Consortium's Environmental Response and Compliance Obligations

12.4.1 Without limiting the indemnity obligations of Section 12.7, if, during the term of this Agreement, Consortium or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O'Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Airport used by Consortium pursuant to this Agreement, Consortium shall

perform or shall cause to be performed, consistent with the provisions of Section 12.5, the following:

- (a) notify the O'Hare Communications Center ("OCC") of such Release, Discharge, or Disposal as required by and in accordance with the O'Hare Spill Response Guide and applicable Environmental Laws;
- (b) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;
- (c) promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;
- (d) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;
- (e) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and
- (f) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to the City.

12.4.2 Any remedial or other activity undertaken by Consortium under this Article shall not be construed to impair Consortium's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement, including Section 12.7, below.

12.5 Investigation, Remediation, or Corrective Action Process

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Consortium or Consortium's Associated Parties are required to perform at the Airport under this Agreement, including any such actions mandated in Section 12.4, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 12.4, Consortium shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to the City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Consortium's expense, and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice, at the City's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the

Airport for such purposes. Consortium may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Consortium shall reimburse the City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation. Consortium shall, at Consortium's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to the City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

12.6 The City's Rights to Ensure Consortium's Compliance with Environmental Response and Compliance Obligations

12.6.1 If, as is reasonably determined by the City, Consortium, Consortium's Associated Parties or their Associated Parties:

(a) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 12.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(b) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under Section 12.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Sections 12.6.1(a) above and this Section 12.6.1(b), the City must first provide reasonable advance written notice to Consortium of Consortium's failure to comply with such obligations and a reasonable opportunity for Consortium to cure such failure to comply by Consortium initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Consortium's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 12.4. In addition to notice and opportunity to cure as set forth in this Section 12.6.1(b), the City shall provide Consortium with its plan to perform such work for Consortium's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by the City

consistent with the requirements of this Agreement shall be at Consortium's expense plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

12.6.2 Except as set forth in Section 12.6.3, below, if the City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided in Section 12.4.1, then City shall provide reasonable advance written notice to Consortium of its intention to take actions, to the extent of Consortium's obligations for such actions as provided in 12.4.1, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of Section 12.4. Consortium shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by the City and, as appropriate, shall provide a basis for the City's pursuit of any responsible parties consistent with the provisions of Section 12.6.1. In addition to the above written notice, the City shall provide Consortium with its plan to perform such actions for Consortium's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be allocated by the City to the Terminal Cost Center.

12.6.3 Nothing in this Section 12.6 is intended or shall be construed so as to prevent the City or Consortium from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

12.7 Environmental Indemnification and Reimbursement

12.7.1 Notwithstanding any other provision to the contrary, Consortium agrees to indemnify, defend, and hold harmless the City, its past and present elected and appointed officials, officers, agents and employees ("Environmental Indemnitees"), from and against any and all Environmental Claims resulting from:

- (a) the breach by Consortium of any representation or warranty made in this Article; or
- (b) the failure of Consortium to meet its obligations under this Article, whether caused or unlawfully allowed by Consortium or any third party under Consortium's direction or control; or
- (c) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated

Material by Consortium or by its Associated Parties or the failure of Consortium or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Consortium or its Associated Parties at the Airport or at other property at the Airport used by Consortium pursuant to this Agreement, during the term of this Agreement;

12.7.2 Notwithstanding the provisions of this Section 12.7, in the event that the City and Consortium mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee's negligence or willful and wanton misconduct is at least fifty-one (51%) of the total fault which proximately caused the Environmental Claims, Consortium's obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Consortium's and its Associated Parties' proportionate share of the total fault which proximately caused the Environmental Claims. The City and Consortium agree, however, that this Section 12.7.2 is not intended to obviate or lessen in any way Consortium's duty to defend the Environmental Indemnitees; provided, however, that to the extent the City and Consortium mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Consortium for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, the City shall reimburse Consortium for all defense costs Consortium incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Consortium mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

12.7.3 The City shall provide Consortium with prompt notice of any Environmental Claims to allow Consortium the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Consortium shall, at its own cost and expense, defend all Environmental Claims whether frivolous or not. In the event the City undertakes any action, including but not limited to investigations, removals, remediation, or corrective actions with respect to any Environmental Claims in response to the failure of Consortium to defend such Environmental Claims as Consortium deems appropriate in its reasonable judgment, Consortium shall reimburse the City, upon written demand by the City, for all reasonable and documented costs that the City incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

12.7.4 Except to the extent set forth in Section 12.7.2, above, Consortium waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Sections 12.7.2 and 12.7.3, above.

12.7.5 Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

12.7.6 Any claims for environmental matters shall be subject to this Section 12.7 and shall not be subject to the General Indemnity provision of Section 9.2 in this Agreement.

12.8 Limitations

Except pursuant to Sections 12.6.2 and 12.6.3, Consortium's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Consortium's or its corporate predecessor(s)'s initial occupancy or operations at such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Consortium or its corporate predecessor(s) nor any other party under Consortium's or its corporate predecessor(s)'s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the areas in the Airport where Consortium performs its Work or the Airport and that were not caused, unlawfully allowed or contributed to by Consortium or its corporate predecessor(s) or third parties under Consortium's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Consortium or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Consortium's or its corporate predecessor(s)'s direction or control.

12.9 Baseline Environmental Site Inspection

Prior to Consortium's initial use of, or operations at, the areas in the Airport where Consortium performs its Work, the City shall have the opportunity to perform, at its own expense, an Initial Walk-Through of the areas in the Airport where Consortium performs its Work regarding the environmental condition of the areas in the Airport where Consortium performs its Work and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. The City shall provide Consortium with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered, the provisions of Section 12.4 shall apply, except that the provision in Section 12.4 limiting Consortium's obligations to incidents during the term of this Agreement shall not apply.

12.10 Concluding Environmental Site Inspection

At least sixty (60) days prior to vacating or surrendering the areas in the Airport where Consortium performs its Work or any portion of them for any reason, Consortium shall provide the City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Airport or that part of the areas in the Airport where Consortium performs its Work being vacated, and their state of compliance with the requirements of Section 12.1.11. City shall provide Consortium with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Consortium has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Consortium or anyone operating on its behalf is responsible as required by Section 12.1.11, or has otherwise

failed to comply with the requirements of Section 12.1.11, the City will share its Concluding Walk-Through report and any relevant photographs with Consortium. Consortium will remove or correct any items to the extent not in compliance with the requirements of Section 12.1.11 within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Consortium to perform the corrective actions. Consortium shall leave facilities and equipment being surrendered or vacated by Consortium in a state of good repair. However, tanks, structures and other items and materials owned by Consortium may revert to the City upon agreement of Consortium with the City accepting such tanks, structures and other items and materials in an “as is, where is” condition.

12.11 Consortium’s Hazardous Substance-Related Equipment and Fixtures

Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Consortium shall at all times remain the property of Consortium, and ownership of or responsibility for such equipment shall not pass to the City by virtue of such equipment being installed at the areas in the Airport where Consortium performs its Work, except pursuant to the agreement of the City and Consortium. No such equipment shall be installed without the written consent of the City.

12.12 Waiver

Any waiver of any provision of this Article, or any delay by the City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of the City, it being intended that no waiver shall be implied by the City's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to the City elsewhere in this Agreement, at law, in equity, or otherwise.

12.13 Notice for Environmental Matters

With respect to those provisions of this Article 12 which expressly require the City to provide written notice to Consortium, electronic mail to the designated Consortium representative will satisfy such requirement. Consortium’s representative for receiving environmental notices is designated in the general Notices provisions in Section 15.3.

12.14 Survival of Environmental Provisions

Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Consortium, are intended to and shall survive termination of this Agreement.

ARTICLE 13: SIMILAR FACILITIES

13.1 Similar Facilities.

The City may, in its sole discretion, construct facilities which have functions that are similar to the Consortium-Maintained City Equipment and the Non-Consortium-Maintained City Equipment, and Consortium shall not have any rights hereunder with respect to such facilities.

ARTICLE 14: COMPLIANCE WITH LAWS AND RULES

14.1 Airport Rules

Consortium shall comply, and, to the maximum extent Consortium has the legal power to do so, shall cause its agents, employees, guests, invitees and Consortium Contractors to comply, with all Airport Rules.

14.2 Observance and Compliance with Laws

14.2.1 Consortium shall comply, and to the maximum extent Consortium has legal power to do so, shall cause its agents, employees, Consortium Contractors and licensees to, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration. Consortium agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration, or other federal, state, county or municipal agency. To the extent applicable, Consortium shall comply with the provisions of Exhibit P of the Airline Use and Lease Agreements, "Compliance with Laws," as may be amended by the Commissioner, which are incorporated herein by reference, as well as comply with the provisions of Exhibit G of this Agreement, "Compliance with Other Laws."

14.2.2 The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Law.

14.2.3 Consortium shall perform the Work in a reasonably prudent manner and in accordance with Applicable Laws; provided, however, that this provision shall not be construed as a waiver by Consortium to challenge a local law, rule, regulation or ordinance that is preempted by State or Federal law.

14.2.4 Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

14.3 Subordination to Sponsor's Assurance Agreement

This Agreement shall be subordinate and subject to the terms of any “Sponsor’s Grant Assurances” or like agreement that has been or may be furnished by the City to the United States of America, its boards, commissions, or agencies, including without limitation the FAA, or that is required by Applicable Laws, as a condition precedent to receiving federal financial assistance for development of the Airport and other Airport programs and activities.

14.4 Agreements with the United States

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States, the terms and execution of which have been or may be required to enable or permit the transfer of rights or property to the City for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. Consortium shall reasonably abide by the requirements of agreements entered into between the City and the United States, as applicable to Consortium, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the City’s entry into such agreements.

14.5 Security and Payment of Fines for Violation of Federal Regulations

14.5.1 Consortium acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Consortium, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures, as applicable, (a) required of Consortium by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s). Consortium shall comply, at its own expense, with the TSA’s security requirements applicable to Consortium at the Airport including, but not limited to, employee security training, badging, criminal background checks, access control, screening and inspections. Consortium shall cooperate with the TSA on all security matters.

14.5.2 Consortium understands and agrees that security requirements may affect Consortium’s operations and costs. Consortium shall be strictly liable for the payment of any fines assessed by the City or the payment of (or reimbursement of City for any payments of) any civil penalties assessed against City or Consortium relating to security and resulting from the negligence or intentional acts of omission or commission of Consortium’s officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Consortium shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

14.5.3 The City may impose and Consortium agrees to pay a reasonable non-discriminatory cost-based user fee, if any, for the privilege of using identification cards or badges to gain access to the Airport security access control system.

14.6 Federal Tax and Securities Laws

14.6.1 Consortium, upon the City's request, shall provide to the City such information and certifications as the City may require to maintain the tax-exempt status of the interest on GARBs.

14.6.2 Consortium, upon the City's request, shall provide to the City such information as the City may reasonably request in writing in connection with the offering, sale and remarketing of GARBs to enable the City to comply with the requirements of the federal securities laws and to comply with the City's continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Consortium may, in lieu of providing the requested information, direct the City to an Consortium or SEC website where the requested information is then currently available.

14.7 Anti-Scofflaw

Consortium hereby represents and warrants and shall cause each of its Consortium Contractors to represent and warrant, that Consortium or such Consortium Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further represents and warrants that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by Consortium an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

14.8 Ethics

Consortium hereby represents and warrants and shall cause each of its Consortium Contractors to represent and warrant that Consortium or such Consortium Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

14.9 Inspector General

Consortium understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Consortium acknowledges and agrees that it shall be the duty of Consortium and its sub-licensees, Contractors and all their officers, directors, agents, partners and employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

14.10 Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b)

Consortium understands and will abide by the provisions of Section 2-156-030 of the Municipal Code, as applicable. Pursuant to Municipal Code Section 2-156-030(b), it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months or to participate in any discussion in any city council committee

hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of Municipal Code Section 2-156-030(b) by any elected official with respect to this Agreement at the request or direction of Consortium will be grounds for termination of this Agreement. The term “financial interest” is defined as set forth in Municipal Code Section 2-156-080.

Municipal Code Section 2-156-010(l) defines a “financial interest” as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include: (1) the authorized compensation paid to an official or employee for any office or employment; or (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than one-half of one percent of the outstanding common stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended.

14.11 City of Chicago Hiring Plan (Shakman Accord)

The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” and the June 16, 2014 “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Agreed Settlement Order and Accord and the 2014 City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Consortium is aware that City policy prohibits City employees from directing any individual to apply for a position with Consortium, either as an employee or as a contractor, and from directing Consortium to hire an individual as an employee or as a contractor. Accordingly, Consortium must follow its own hiring and contracting procedures, without being influenced by City employees.

14.12 No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E)

Consortium warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code (collectively, the “Waste Sections”):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;

- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consortium’s violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of and an event of default under this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This Section 14.12 does not limit Consortium’s duty to comply with Applicable Law.

ARTICLE 15: GENERAL PROVISIONS

15.1 No Partnership or Agency

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of City and Consortium, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Consortium the general representative or agent of the City for any purpose whatsoever.

15.2 No Personal Liability

No member, director, officer, elected official or employee of either party to this Agreement shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution thereof.

15.3 Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be: (a) mailed; (b) personally delivered, including via overnight courier; or (c) to the extent expressly permitted elsewhere in this Agreement for a specific notice or as mutually agreed by parties, sent by electronic mail with electronic receipt, to the City and Consortium at the following addresses:

If to the City, to:

Commissioner
 Chicago Department of Aviation
 Chicago O’Hare International Airport
 10510 West Zemke Road
 Chicago, IL 60666
CDACommissioner@cityofchicago.org

With a copy to:

General Counsel
Chicago Department of Aviation
Chicago O'Hare International Airport
10510 West Zemke Road
Chicago, IL 60666
CDAGeneralCounsel@cityofchicago.org

If to Consortium for all notices, except pursuant to Section 13.13 (Notice for Environmental Matters) or 16.7 (Service of Process) of this Agreement, to:

If to Consortium for notices on environmental matters pursuant to Section 13.13, to:

[cc: Consortium general contact] _____
[Non-individual Electronic Mail Address]

Or, with respect to any notice given pursuant to this Section 15.3, to such other person or address as either the City or Consortium may hereafter designate by written notice to the other in accordance with this Notices section. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or by other method with tracking and confirmation receipt), upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by electronic mail, upon receipt by either party of a written reply or electronic receipt). Consortium agrees to provide City with any changes to its notice information, including electronic mail addresses, within five (5) business days of such change.

With respect to Section 15.7 (Service of Process) of this Agreement, Consortium hereby designates as its agent in Chicago, Illinois;

15.4 Entire Agreement

This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend that this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

15.5 Amendment

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and Consortium.

15.6 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

15.7 Authorization to Operate; Consent to Service of Process and Jurisdiction

15.7.1 Consortium warrants that it is a non-for-profit corporation organized and existing under the laws of the state shown on the signature page hereof. Consortium warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

15.7.2 All judicial proceedings brought by the City against Consortium with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County, and by execution and delivery of this Agreement, Consortium accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Consortium irrevocably designates and appoints the representative designated in Section 15.3 as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Consortium to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the City and is employed by Consortium. Consortium irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by

law or shall limit the right of the City to bring proceedings against Consortium in the courts of any other jurisdiction.

15.8 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

15.9 Representatives

The City and Consortium shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Consortium, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. Consortium's representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

15.10 Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15.11 No Third Party Beneficiaries

Unless otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

15.12 No Waiver

No failure by City to insist upon the strict performance of any obligation of Consortium under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, prior to the expiration of the Term by City, shall constitute a waiver of such breach or of City's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement.

No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed or operate as a waiver of

any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.

15.13 No Exclusive Right or Remedy

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties hereunder or at law or in equity.

15.14 Labor Disputes

Consortium agrees to use reasonable efforts to avoid disruption to the City, its tenants, or members of the public arising from labor disputes involving Consortium, and in the event of a strike, picketing, demonstration or other labor difficulty involving Consortium, to use its good offices, including the utilization of available legal remedies Consortium deems appropriate, to minimize or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

15.15 Headings

The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this Agreement.

15.16 Action or Exercise of Power by the City

Any provision in this Agreement that requires action or an exercise of power by the City may be performed by the Commissioner or her or his designee, unless otherwise specified in this Agreement.

15.17 Counterparts

This Agreement may be executed in one or more counterparts.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to the due authorization of the City, and its seal to be hereunder affixed and attested by the City Clerk of City, and Consortium has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF CHICAGO

Mayor

Recommended by:
DEPARTMENT OF AVIATION

Commissioner

Approved as to form and legality:

Corporation Counsel

Chicago Airlines Terminal Consortium

By: _____
Its: _____

Address for Notice to Chicago Airlines
Terminal Consortium:

Designation of Agent for Service of Process:

Term Expiration Date:

EXHIBIT A

CONSORTIUM-MAINTAINED CITY EQUIPMENT

The equipment listed below is representative of the types of Consortium-Maintained City Equipment that the Consortium will be responsible for operating and maintaining pursuant to this Agreement. The Consortium will only be responsible for maintaining City Equipment as defined in the Airline Use and Lease Agreement. Airlines will have the right to maintain City Equipment located on preferentially leased space if they so desire. A detailed list of specific equipment, including type and location, will be developed and included as an update to this Exhibit.

City grants to the Consortium the rights to enforce the indemnity and insurance provisions in the Airline Use and Lease Agreement and Certified Service Provider licenses, as applicable, against Members, Non-Members and Certified Service Providers with respect to the Consortium-Maintained City Equipment.

- Passenger Loading Bridges
- Ground Power Units (400 Hertz)
- Pre-Conditioned Air
- Potable Water Closets
- Airline Waste Triturator Facilities
- Gate Guidance Systems
- Ticket Podium Millwork
- Portable Gate Podiums
- Dumb Waiters
- Share Equipment Technology/Common Use Technology Equipment System
- Ticket Counters
- Check in Kiosks
- Ticket Counter Informational Displays
- Back Wall Displays
- Baggage Scales
- Electronic Ground Support Equipment Charging Station
- Baggage Systems
- Baggage Carousels
- Tower Equipment
- Power Center Charging Branch Circuit Plants
- UPS Battery Back Up Systems
- Pumps and other equipment for ethylene glycol, propylene glycol or other substance in deicing or anti-icing

EXHIBIT B

CONSORTIUM-PROVIDED CITY SERVICES

The Consortium shall provide the following services within the geographic areas agreed upon by City and Consortium pursuant to a separate document to be updated from time to time:

- **Ramp Management**: The Consortium will be responsible for the safe and efficient management of all common use ramp space and other ramp space designated by the City and Consortium space (such as ramp space for irregular operations and accommodated gates), including all City Equipment and non-City owned equipment (including Consortium Property) used in such common use or other designated ramp as indicated in a diagram, drawing, or other document agreed upon by City and Consortium. The Consortium will also facilitate the safe movement of aircraft on the common use and designated ramp areas, as further delineated in the Terminal Space Use Protocols.
- **Gate Coordination**. The City may request Consortium to perform services on Common Use Gates and, in cases of accommodation or irregular operations, Preferential Use Gates and, in all cases, in accordance with the Terminal Space Use Protocols.
- **Check-In Space Management for Common Use Gates** in accordance with the Terminal Space Use Protocols.
- **Scheduling of Use for City Equipment**: The Consortium will be responsible to present for review and approval the scheduling of use of City Equipment as provided in the Terminal Space Use Protocols. Scheduling will be done in a fair and equitable manner.
- **Management of Scheduling Manager Contract**: The Consortium will hire the Scheduling Manager and manage the Scheduling Manager Agreement.
- **Landside Busing and Parking Lot Management** (for employees of airline and service providers).
- **International Flight Waste**. If agreed upon by the City and Consortium, Consortium will be required to enact or set up a regulated garbage disposal process. The process must adhere to the rules set forth by the Department of Homeland Security, Customs and Border Patrol Agency and the United States Department of Agriculture Animal and Plant Health Inspection Services, including 7 C.F.R. 330.400-403 and 9 C.F.R. 94.5.

EXHIBIT C – MINIMUM SERVICE LEVELS

Overview

These Minimum Service Levels (“MSL”) establish the minimum requirements to be maintained by Consortium for the facilities system and equipment. Provisions of the MSL must be met or exceeded by Consortium and all Consortium vendors. Failure to maintain the levels specified herein may constitute a default in accordance with this Agreement.

Standard of Performance

Consortium will perform, or cause to be performed, all services required of it under the terms and conditions of this Agreement with that degree of skill, care, and diligence normally exercised by agents performing similar types of services in projects of a comparable scope and magnitude. Consortium will use its best efforts to assure timely and satisfactory performances of services in the manner that fulfills the stated purposes of this agreement. Consortium will at all times act in the best interest of CDA and Consortium’s Member airlines, consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement.

Consortium will require its contractors and subcontractors of any tier to perform all services required of them in accordance with these standards. Consortium will further require its contractors and its subcontractors of any tier to perform again, or cause to be performed again, at their own expense, any and all services which are required to be re-performed as a direct or indirect result of such failure.

Goals and Objectives

The purpose of the MSL is to establish the minimum service requirements and quality standards to be maintained by Consortium for Consortium-Maintained City Equipment to extend their useful life and for Consortium-Provided Services.

The goal of the MSL is to ensure excellent services levels for the City of Chicago and all members represented by Consortium.

The objectives of the MSL are to:

- Provide clear delineation of services ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of services provision to the City.
- Match perceptions of expected service provision with actual service support and delivery.
- Provide the City with transparent and accessible maintenance records

The City of Chicago Department of Aviation (CDA) and Consortium Requirements

CDA's responsibilities related to the MSL include:

- Providing Consortium, Members, Consortium Contractors, service providers and their employees access to areas in which Consortium performs Work.
- Badging for Consortium and Consortium Contractor personnel
- Coordinating CDA maintenance and operations activities with Consortium
- Providing access to appropriate CDA representatives when resolving a service related issue or request
- Notifying Consortium of MSL deficiencies

Consortium Requirements related to the MSL include:

- Meeting response times associated with service related incidents
- Generating reports on service levels for the CDA
- Training required staff on equipment and associated service support tools
- Maintaining, storing and procuring spare parts, tools, and accessories for Consortium-Maintained City Equipment and Consortium-Provided City Services.
- Tracking Consortium resources hours associated with service provided
- Providing and maintaining a Computerized Maintenance Management System ("CMMS") to be used for record maintenance of equipment maintained by Consortium
- Providing appropriate notification to CDA and all affected stakeholders regarding scheduled maintenance
- Facilitating all service support activities involving incidents, problems, changes, releases, and configuration management
- Providing Consortium Contractor personnel with the appropriate qualifications and security credentials to perform their work
- Performing all manufacturer-recommended preventative maintenance in accordance with the manufacturer's recommended schedule and specifications
- Performing maintenance in the public circulation areas between the hours of 2100 and 0500 when practical to minimize passenger inconvenience and disruptions
- Maintaining and repairing Consortium-Maintained City Equipment in proper working order in accordance with manufacturer recommendations, specification or standard industry practice, whichever is most stringent
- Maintaining a complete set of all maintenance records and to the CDA upon request, including preventative maintenance, reactive maintenance, corrective maintenance records, and inventory levels
- Maintain records of all user and maintenance training activities including trainer and trainees
- Logging maintenance work orders in the CMMS
- Staffing and maintaining a 24/7/365 dispatch office located in the Terminal Complex to provide support to all users and stakeholders

- Provide a duty manager 24/7/365 who is responsible for all Consortium activities

Service Requests

In support of minimum service requirements outlined in the MSL, Consortium will respond to service related incidents and/or requests submitted by users with the following time frames:

- Fifteen (15) minutes for issues classified as Critical
- One (1) hour for issues classified as High Priority
- Eight (8) hours for issues classified as Medium Priority
- Twenty-Four (24) hours of issues classified as Low Priority
- Seven (7) days for general service request.

Consortium will be responsible for assigning the appropriate classification to each service request received.

Service Exceptions

Consortium will meet or exceed all service levels and standards contained herein. However, certain events are outside the control of Consortium and will affect the level of service that Consortium is able to provide.

Unless caused by a Consortium Contractor, the following issues will be deemed outside the control of Consortium and will not be factored in determining Consortium's achievement of service levels, including but not limited to:

- An act of negligence by tenants using or operating Consortium-Maintained City Equipment
- Loss of terminal utility infrastructure that affects Consortium systems and equipment
- Fire or security event requiring the shutdown of the terminal facilities, system, or equipment.

Although Consortium cannot control or eliminate these types of issues, Consortium will mitigate them by providing refresher training to the responsible parties, or take alternative actions to mitigate future similar incidents. Consortium will be responsible for notifying the responsible parties and providing support information to the CDA as needed.

Service Management

The effective provision of the in-scope services will result in consistent service levels. The following sections provide relevant detail defining MSL requirements for service availability, monitoring, measurement, reporting, and other related components of in-scope services.

Service Maintenance Window Definition

All system equipment, and/or related components require regularly scheduled maintenance in order to meet established service levels. These activities will render system and/or applications unavailable for normal use. Consortium will coordinate all scheduled maintenance with the affected parties to minimize disruptions. Maintenance that impacts the public will be performed between the hours of 2100 and 0500 when practical.

Outage Definition

An Outage is defined as a temporary suspension of operation due to the failure of the equipment or system component or system software, rendering the system unusable for its intended purpose. An outage begins once it is reported to Consortium dispatch, and will be deemed over once the equipment or system has been returned to service, or once a temporary solution has been implemented by Consortium.

Availability Restrictions

Scheduled maintenance must be coordinated with all tenants and stakeholders and accommodate regular and irregular operations in accordance with the Facilities Maintenance Protocols. Tenants and the CDA must be provided the opportunity to make a proceed/abort decision prior to the start of scheduled maintenance.

Reporting

As part of the MSL, Consortium will be responsible to provide the CDA with reports related Consortium-Maintained City Equipment and Consortium-Provided City Services, each containing the information below.

Monthly

Consortium will submit to the CDA a monthly status report Consortium-Maintained City Equipment and Consortium-Provided City Services. The monthly status report will be provided within 14 days of the end of each month, and will include, at a minimum the following information:

System and Equipment Status Reports

- Number of service requests by category
- Number of open service requests
- Number of closed service request by category
- Scheduling of major maintenance activities for the next 30/60/90 days
- Overall availability for each Consortium-Maintained City Equipment and Consortium-Provided City Services

- Number of outages for each Consortium-Maintained City Equipment and Consortium-Provided City Services

Ramp Control

- Average aircraft wait time from requests to authorization for clearance to push
- Volume during peak periods
- Common use gate activity
 - Air Carrier
 - Aircraft Type
 - Activity Type (Turnaround, Terminator, Originator)
- Number and type of ground handling infractions
 - Offender
 - Offense
 - Remedy

Quarterly

Consortium will submit to the CDA a quarterly status report Consortium-Maintained City Equipment and Consortium-Provided City Services. The quarterly status report will be provided within 30 days of the end of each quarter, and will include, at a minimum, a summary of the monthly status reports for each month in the quarter, and the following information:

System and Equipment Status Report

- Recurring issues and mitigation plan(s)
- Training activities
- Inventory levels

Ramp Control Report

- Ground handling infraction trends and mitigation plan(s)

Management Report

- Budgeted vs. Actual expense for each Consortium vendor or contractor
- Projected expenses for the next quarter
- Issues related to the business processes established for Consortium and recommendations for improvement
- Any Contractual issues related to Consortium vendors and contractors

Annual Report

Consortium will submit to the CDA an annual status report for Consortium-Maintained City Equipment and Consortium-Provided City Services. The annual status

report will be provided within 30 days of the end of the year, and will include, at a minimum, a summary of the quarterly status reports for each month of the year, and the following information:

Ramp Control Report

- Common use gate turns
- Common use gate activity projections

Ad Hoc Reports

The following Ad Hoc Reports will be provided at a specific time or on an as needed basis as indicated in the report description below.

Consortium Budget Report

The budget report will provide an estimate budget for all services of the MSL related to the Consortium-Maintained City Equipment and Consortium-Provided City Services for the upcoming fiscal year. The budget report will be provided to the CDA on or before June 30 of each year. The budget report will provide a breakdown of all Consortium contract budgets including in the MSL as follows:

- Executive Summary
- Fiscal Year Budget Summary
- Budget Detail
 - Vendor/Contractor Name
 - Vendor/Contractor Description
 - Vendor/Contractor Duration
 - Vendor/Contractor Estimated Budget
 - Vendor/Contractor MBE/WBE total payments

Incident Reports

The incident report will be provided for any incident that occurs in the area of responsibility of Consortium. The incident report will provide a copy of the service request and will include, at a minimum, the following information:

- Incident number
- Date of incident
- Time of incident
- Duration of incident
- Location of incident
- Description of incident
 - Cause of incident
 - Effect of incident
 - Resolution of incident

- Action to be taken against offending party
- Mitigation plan to prevent future similar incidents

EXHIBIT D – AMENDED AND RESTATED MEMBERS’ AGREEMENT

**CHICAGO AIRLINES TERMINAL CONSORTIUM
AMENDED & RESTATED MEMBER AGREEMENT**

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 6

 1.1 DEFINITIONS. 6

 1.2 ARTICLE AND SECTION HEADINGS. GENDER AND REFERENCES. DEFINED TERMS. 12

ARTICLE 2. TERM..... 13

 2.1 COMMENCEMENT..... 13

 2.2 Term of Agreement. 13

 2.3 TERMINATION OF CONSORTIUM AGREEMENT. 13

 2.4 SURVIVAL OF CERTAIN PROVISIONS. 13

 2.5 LIQUIDATION. 13

ARTICLE 3. PURPOSES AND POWERS OF THE CONSORTIUM 13

 3.1 PURPOSES. 13

 3.2 POWERS OF THE CONSORTIUM. 14

ARTICLE 4. ADMISSION OF MEMBERS..... 15

 4.1 EXISTING MEMBERS. 15

 ANY EXISTING MEMBER (AS OUTLINED ON EXHIBIT A) THAT ELECTS TO CONTINUE AS A MEMBER, SHALL RETAIN ITS OWNERSHIP INTEREST IN THE CONSORTIUM IF SUCH EXISTING MEMBER MEETS THE FOLLOWING CONDITIONS:15

 4.2 ADMISSION OF NEW MEMBERS. 15

 4.3 PURCHASE OF NEW MEMBERSHIP. 16

 4.4 ACCEPTANCE DATE. 16

 4.5 ASSESSMENT, FEES OR DUES. 16

 4.6 EXCEPTION FOR TRANSFER TO SUBSIDIARY OR IN CONNECTION WITH MERGER..... 16

 4.7 17

ARTICLE 5. ADDITIONAL MEMBERS 17

 5.1 ADMISSION OF ADDITIONAL MEMBERS. 17

 5.2 REQUIREMENTS. 17

 5.3 PURCHASE OF MEMBERSHIP..... 18

 5.4 PROCEDURE. 18

 5.5 ACCEPTANCE DATE. 18

 5.6 USAGE. 18

ARTICLE 6. CAPITAL CONTRIBUTIONS AND TAX MATTERS 19

 6.1 CAPITAL CONTRIBUTIONS..... 19

 6.2 STATUS OF CAPITAL CONTRIBUTIONS..... 19

 6.3 TAX ELECTION..... 20

ARTICLE 7. MEMBER INTERESTS..... 20

 7.1 MEMBER’S INTEREST. 20

 7.2 POWERS OF MEMBERS. 20

 7.3 REIMBURSEMENTS. 20

 7.4 PARTITION. 20

 7.5 TRANSFER VOID..... 20

 7.6 EXCEPTION FOR TRANSFER TO SUBSIDIARY OR IN CONNECTION WITH MERGER..... 21

 7.7 TERMINATION AS MEMBER UPON DEFAULT..... 21

 7.8 TERMINATION OF INTEREST UPON MERGERS OR ACQUISITIONS. 21

 7.9 CONSORTIUM’S INABILITY TO TERMINATE. 21

ARTICLE 8. MANAGEMENT AND MEETINGS..... 22

8.1 BOARD OF DIRECTORS.....	22
8.2 MEETINGS.....	23
8.3 CHAIRPERSON.....	25
8.4 CHAIRPERSON TO EXECUTE CONTRACTS.....	25
8.5 MANAGEMENT COMMITTEE.....	25
8.6 OPERATIONS COMMITTEE.....	27
8.7 MEMBERS' CONSENT.....	28
ARTICLE 9. BOOKS AND RECORDS	28
9.1 BOOKS, RECORDS AND FINANCIAL STATEMENTS.....	28
9.2 ACCOUNTING METHOD.....	28
9.3 FINAL AUDIT.....	28
ARTICLE 10. ACCESS TO CONSORTIUM-MAINTAINED CITY EQUIPMENT, CONSORTIUM PROPERTY AND CONSORTIUM-PROVIDED SERVICES	29
10.1 USE.....	29
10.2 NON-MEMBER USERS.....	29
10.3 EQUIPMENT ACCESS AGREEMENT.....	29
10.4 CERTIFIED SERVICE PROVIDERS.....	29
10.5 ACCESS BY USERS.....	30
ARTICLE 11. CONSORTIUM MANAGER, MAINTENANCE AND SERVICE OPERATOR & CONSORTIUM CONTRACTORS.....	30
11.1 CONSORTIUM MANAGER.....	30
11.2 CONSORTIUM MANAGER RESPONSIBILITIES.....	30
11.3 MAINTENANCE AND SERVICE OPERATOR AND CONSORTIUM CONTRACTORS.....	31
11.4 MAINTENANCE AND SERVICE OPERATOR AND CONSORTIUM CONTRACTORS RESPONSIBILITIES.....	31
11.5 PAYMENTS.....	31
ARTICLE 12. CALCULATION OF FEES AND CHARGES	32
12.1 CONSORTIUM-PROVIDED SERVICES CHARGE.....	32
12.2 LIABILITY FOR CONSORTIUM-PROVIDED SERVICES CHARGE AND EXTRAORDINARY COSTS.....	32
12.3 TEMPORARY SHUTDOWN.....	33
12.4 INVOICING.....	33
12.5 PAYMENTS.....	34
12.6 OPERATING RESERVE ACCOUNT.....	35
12.7 OPERATING RESERVE ACCOUNT CHARGE.....	35
ARTICLE 13. DEFAULT.....	36
13.1 EVENTS OF DEFAULT AND TERMINATION.....	36
13.2 CONSEQUENCES OF DEFAULT.....	37
13.3 REIMBURSEMENT.....	38
13.4 COSTS.....	38
ARTICLE 14. CONSORTIUM-MAINTAINED CITY EQUIPMENT; CONSORTIUM PROPERTY.....	38
14.1 CONSORTIUM-MAINTAINED CITY EQUIPMENT.....	38
14.2 CONSORTIUM PROPERTY.....	38
ARTICLE 15. LIABILITY, EXCULPATION AND INDEMNIFICATION.....	39
15.1 MEMBER LIABILITY RELATED TO CONSORTIUM-MAINTAINED CITY EQUIPMENT AND CONSORTIUM PROPERTY USE.....	39
15.2 CONSORTIUM LIABILITIES.....	39
15.3 EXCULPATION.....	39
15.4 FIDUCIARY DUTY.....	40

15.5 INDEMNIFICATION BY THE CONSORTIUM.....	40
15.6 EXPENSES.....	40
15.7 INSURANCE.....	41
15.8 OUTSIDE BUSINESSES.....	41
ARTICLE 16. WITHDRAWAL.....	41
16.1 CESSATION OF OPERATIONS.....	41
16.3 TERMINATION.....	42
16.4 LIMITATION ON WITHDRAWAL.....	42
ARTICLE 17. DISSOLUTION, LIQUIDATION AND TERMINATION.....	42
17.1 NO DISSOLUTION.....	42
17.2 EVENTS CAUSING DISSOLUTION.....	42
17.3 LIQUIDATION.....	42
17.4 TERMINATION.....	43
17.5 CLAIMS OF THE MEMBERS.....	43
17.6 LIMITATIONS ON DISTRIBUTION.....	43
ARTICLE 18. MISCELLANEOUS.....	43
18.1 COVENANT TO SIGN DOCUMENTS.....	43
18.2 ATTORNEYS' FEES.....	44
18.3 NOTICES.....	44
18.4 COUNTERPARTS.....	44
18.5 APPLICABLE LAW.....	44
18.6 NOT A PARTNERSHIP OR JOINT VENTURE.....	44
18.7 AMENDMENTS.....	44
18.8 ASSIGNMENT.....	45
18.9 U.S. CURRENCY.....	45
18.10 ENTIRE AGREEMENT.....	45
18.11 SEVERABILITY.....	45
18.12 FAILURE TO PURSUE REMEDIES.....	45
18.13 LIMITATION OF RIGHTS.....	45

EXHIBITS

Exhibit A:	Existing Members
Exhibit B:	Voting Requirements Index
Exhibit C:	Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services
Exhibit D:	Cost Centers and Formulas for Consortium-Provided-to-Airlines Services Calculation of Usage

CHICAGO AIRLINES TERMINAL CONSORTIUM
AMENDED & RESTATED MEMBER AGREEMENT

THIS AMENDED AND RESTATED MEMBERS AGREEMENT (this “Agreement”) is made and entered into and effective as of May 12, 2018 by and among the Air Carriers that execute this Agreement as Member airlines as named on the signature page hereof and Chicago Airlines Terminal Consortium (“CATCo” or “Consortium”), formerly known as CICA Terminal Equipment Corporation, all of whom acknowledge entering into this Agreement on the basis of the following facts and understandings:

WHEREAS, CICA Terminal Equipment Corporation has been operating and maintaining facilities, equipment and systems specifically at International Terminal 5 of O’Hare International Airport; and

WHEREAS, CATCo will operate and maintain facilities, equipment and systems in Terminal 5 and the Main Terminal; and

WHEREAS, the Member airlines have formed the Consortium to operate and maintain facilities, equipment, and systems owned by the City of Chicago (“City”) or owned, leased or otherwise acquired by the Consortium and to perform certain services for handling of passengers and flights at Chicago O’Hare International Airport (“Airport”), providing reasonable access to such facilities, equipment and systems all Air Carriers; and

WHEREAS, the Consortium and the City are parties to the Agreement by and between the City of Chicago and the Consortium effective as of May 12, 2018 (the “Consortium Agreement”), pursuant to which the City grants to the Consortium and the Consortium undertakes the right and responsibility to use, operate and maintain the Consortium-Maintained City Equipment and provide other services to the City as described in the Consortium Agreement; and

WHEREAS, the Consortium desires to acquire certain Consortium Property (as defined below) for use in its operations and operations at the Airport; and

WHEREAS, the Consortium and the City may establish reasonable and equitable standards, practices and fees relating to the use, operation and maintenance of the Consortium-Maintained City Equipment and Consortium Property and the performance of Consortium-Provided Services for the City and Member airlines; and

WHEREAS, the Consortium and the Consortium Manager will be parties to the Consortium Manager Agreement, pursuant to which the Consortium will engage the Consortium Manager to manage the Maintenance and Service Operators, Scheduling Manager and other Consortium Contractors, and for any other duties as specified in the Consortium Manager Agreement; and

WHEREAS, the Consortium and the Maintenance and Service Operators will be parties to the Maintenance and Operating Agreements, pursuant to which the Consortium will engage the Maintenance and Service Operators to maintain and operate the Consortium-Maintained City Equipment and Consortium Property and to provide Consortium-Provided Services at the Airport; and

WHEREAS, the Consortium and the Scheduling Manager will be parties to the Scheduling Manager Agreement, pursuant to which the Consortium will engage the Scheduling Manager subject to City approval and to provide Scheduling Manager Services at the Airport; and

WHEREAS, the Member airlines desire to execute this Amended and Restated Member Agreement among themselves to provide for the rights and duties of the Members as among themselves relating to: (i) the Consortium; (ii) the use, operation and maintenance of the Consortium-Maintained City Equipment and Consortium Property and the performance of Consortium-Provided Services; (iii) the allocation of costs and revenues thereof; and (iv) other matters related to the foregoing.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, the Members and the Consortium agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions.

All capitalized terms used but not otherwise defined in this Member Agreement shall have the respective meanings set forth below. Capitalized words not defined in this Member Agreement and defined in the Airline Use & Lease Agreements shall have the meanings ascribed to them in the Airline Use & Lease Agreements as may be amended from time to time

“Acceptance Date” means the date on which an Air Carrier becomes an Additional Member pursuant to Article 5 herein.

“Additional Member” means an Air Carrier that becomes a party to this Member Agreement pursuant to Article 5 after the Effective Date.

“Agreement” means this Chicago Airlines Terminal Consortium Amended and Restated Agreement, as hereafter amended or supplemented from time to time in accordance with its terms.

“Airline Use and Lease Agreements” means the Airline Use and Lease Agreement entered into on or after May 12, 2018 between the City and various Signatory Airlines.

“Auditor” means the accounting firm that may be selected by a Majority-In-Interest of the Board of Directors to audit the financial records of the Consortium.

“Board of Directors” means the Board of Directors of the Consortium established pursuant to Article 8 hereof.

“Business Day” means any day other than Saturday, Sunday, or legal holidays in Chicago, Illinois.

“CDA” means the Chicago Department of Aviation.

“Capital Contribution” means, with respect to any Member, the aggregate amount of money contributed to the Consortium pursuant to Section 5.1 hereof with respect to such Member's Interest.

“CATCo Reserve Fund” or “Reserve Fund” means a fund that may be established by the Consortium to provide a source of operating capital. Capitalization shall be determined by the Board of Directors.

“CATCo Reserve Fund Deposit Requirement” means an amount to be determined by the Board of Directors, from time to time, to be included in rentals, fees and charges which when added to the then current CATCo Reserve Fund balance will provide reasonable and adequate operating capital for the Consortium.

“Certified Service Provider” means any entity providing commercial aeronautical or other services to one or more Air Carriers or the Consortium, who has obtained all necessary licenses and approvals of the City.

“Chairperson” means the Chairperson of the Board of Directors appointed by the Board of Directors in accordance with Section 7.3 of this Member Agreement.

“City” means the City of Chicago, a municipal Corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Member Agreement. A reference to a specific section (§) of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Member Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Member Agreement containing such reference.

“Consortium” means Chicago Airlines Terminal Consortium, an Illinois Non-Profit

Consortium, previously known as CICA Terminal Equipment Corporation.

“Consortium Agreement” means the Agreement entered into by and between the City of Chicago and the Chicago Airlines Terminal Consortium, effective as of May 12, 2018, as may be amended or supplemented, from time to time, in which the City grants to the Consortium and the Consortium undertakes the right and responsibility to use, operate and maintain the Consortium-Maintained City Equipment and provide Consortium-Provided-to-City Services.

“Consortium Associated Party(ies)” means employees, contractors, subcontractors, agents, licensees, sublessees, vendors, invitees, and other parties under Consortium’s direction or control that come onto the Airport arising out of or relating to Consortium’s use or occupancy of the Airport.

“Consortium Contractor” means a person or firm hired by Consortium to act as an agent or independent contractor, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement, including the Consortium Manager, Scheduling Manager, Ramp Manager and any Maintenance and Services Operator.

“Consortium Management and Administration Costs” means the management and administrative costs and expenses of the Consortium attributable either as a Direct Cost to one of the functional cost centers, or as an Indirect Costs of the Consortium.

“Consortium-Maintained City Equipment” shall have the meaning ascribed in the Consortium Agreement.

“Consortium-Maintained City Equipment Refurbishment and Replacement Plan” has the meaning ascribed to it in Section 2.8 of the Consortium Agreement.

“Consortium Majority-In-Interest” means, during any Fiscal Year, the lesser of (i) any five (5) or more Members which, in the aggregate, representing more than fifty percent (50%) or more of usage of Consortium-Maintained City Equipment and Consortium-Provided Services by all Members for the preceding Fiscal Year in those instances where such approval is required, or (ii) any numerical majority of Members in those instances where such approval is required. For purposes of determining a Majority-in-Interest of Members, no Air Carrier shall be deemed a Member so long as an Event of Default (as defined in Article 13 hereof) with respect to such Member has occurred and is continuing, and the Board of Directors has given written notice of such Event of Default to such Member. Whenever such approval of or action by a Consortium Majority-in-Interest is required hereunder, it shall be evidenced in writing by the Chairperson of the Board of Directors.

“Consortium-Provided-to-Airlines Services” means those services, agreed upon by the Members of the Consortium and set forth in Exhibit B of this Agreement as may be amended from time to time.

“Consortium-Provided-to-Airline Services Charge” shall mean the sum of all charges, fees, costs, rents, and expenses incurred by the Consortium in relation to the organization, management, administration and operation of the Consortium, allocable to the Consortium-Provided-to-Airlines Services, until such definition is changed by a Super-Majority-In-Interest.

“Consortium-Provided-to-City Services” means those services, set forth in Exhibit B of this Agreement as may be amended from time to time pursuant to the Consortium Agreement.

“Consortium-Provided-to-City Services Allocation” shall mean the sum of all charges, fees, costs, rents, and expenses incurred by the Consortium in relation to the organization, management, administration and operation of the Corporation, allocable to the Consortium-Provided-to-City Services.

“Consortium Super Majority-In-Interest” means, with respect to a vote for or against any matter arising under or related to this Member Agreement, the votes of those Member Representatives of Members entitled to vote and not then in default that collectively represent: (a) more than seventy-five percent (75%) in number of the Members; and (b) more than seventy-five percent (75%) of usage of the Consortium-Maintained City Equipment and Consortium-Provided Services of the Members for the twelve months prior to the month in which the vote is taken.

“Consortium Property” means equipment, systems, furnishings and fixtures owned leased, or otherwise acquired by the Consortium but, in no case owned by the City, that are used by the Consortium or the Users in their operations.

“Consortium-Provided Services” means Consortium-Provided-to-Airlines Services and Consortium-Provided-to-City Services.

“Consortium Rentals” means amounts paid by the Consortium to the City of Chicago for lease of the premises exclusively used by the Consortium.

“Cost Centers” means those categories of the Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services defined for the allocation of expenses as outlined in Exhibit D.

“Covered Person” means a Member, any Affiliate of a Member, any officers, directors, managers, trustees, members, shareholders, partners, employees, representatives or agents of a Member, or their respective Affiliates, or any employee or agent of the Consortium any Consortium Associated Parties or any members of the Consortium’s Board of Directors, Management Committee and Operations Committee.

“Deplaned Passenger” means all revenue passengers arriving at the Airport.

“Direct Costs” means those costs and expenses directly related to a particular cost center, including costs and expenses resulting from but not limited to Maintenance and Operating

Agreements, service contracts, lease payments, dedicated Consortium Manager staff, and any other costs and expenses directly attributable to a particular cost-center.

“Equipment Access Agreement” means an agreement between Consortium and any Non-Member or Certified-Service Provider which desires to use any Consortium Property or Consortium-Provided-to-Airline Services.

“Existing Member” means, at any point in time, a then-current Member of the CICA Terminal Equipment Corporation.

“Extraordinary Cost” means a non-recurring expenditure or obligation of the Consortium: (a) that is not a part of the normal and regular ongoing expense of maintaining and operating the Consortium-Managed City Equipment and Consortium Property; and (b) the cost of which is recovered in a manner and over a period determined by the Consortium. Extraordinary Cost shall not include the obligation of non-defaulting Members to provide funds to the Consortium in the event of a default by a Member.

“Final Accounting” means the annual calculation and reconciliation of actual revenues and expenditures and the final rates and charges for each Air Carrier for the preceding Fiscal Year.

“Final Audit” shall have the meaning set forth in Section 9.3.

“Fiscal Year” means January 1 through December 31 of any year or such other fiscal year as Consortium may adopt.

“Indirect Costs” means those costs and expenses that are not directly related to any one of the functional cost centers, including costs and expenses resulting from but not limited to office rent, office equipment, office supplies, office utilities, insurance, accounting, annual audit, and Consortium Manager staff.

“Interest” means a Member's interest in the Consortium in accordance with the provisions of this Member Agreement.

“Maintenance and Services Operators” means qualified and duly licensed independent contractors hired by Consortium to maintain and manage the Consortium-Maintained Consortium-Maintained City Equipment, as specified and agreed from time to time and consistent with the terms of this Agreement and the Maintenance and Operating Agreements.

“Management Committee” means the Management Committee of the Consortium. established pursuant to Article 8 hereof.

“Member” means each of the Members and includes any Air Carrier admitted as an Additional Member pursuant to the provisions of this Member Agreement. in such Air Carrier's

capacity as a member of the Consortium, and "Members" means two (2) or more of such Air Carriers when acting in their capacities as members of the Consortium.

"Member Agreement" means this Member Agreement, and all amendments or modifications thereto, among the Members of the Consortium.

"Member Representative" means the person appointed by a Member or by CDA to be that Member's representative on the Board of Directors, as that person may be changed from time to time by such Member or by CDA.

"New Member" means an Air Carrier that elects to become a Member in conjunction with the approval of this Amended and Restated Members Agreement.

"Non-Member" means an Air Carrier which is not a Member.

"Maintenance and Operating Agreements" means a maintenance, operation and management services agreement as in effect from time to time between the Consortium and the Maintenance and Service Operators for the maintenance, operation and management of the Consortium-Maintained City Equipment and Consortium Property, as specified and agreed from time to time.

"Operating Reserve" means the Operating Reserve Account outlined in Section 11.6.

"Member" means an airline that is a party to this Members' Agreement and is a member of Consortium.

"Ramp Manager" means the third party hired by Consortium pursuant to the Ramp Manager Agreement to perform the tasks specified for the Ramp Manager in this Agreement.

"Scheduling Manager" means the third party hired by the Consortium to receive and analyze Initial Schedule Submissions and Gate Space Plans and perform the tasks specified for the Scheduling Manager under Section 5.5 of the Airline Use and Lease Agreement.

"Subsidiary" means an airline controlling or controlled by a Member. Control, for purposes of this Agreement, means owning 51% or more of the voting rights of the Member in question.

"User" means any Member, Non-Member, or Certified Service Provider that uses the Consortium-Maintained City Equipment and/or the Consortium Property..

"Usage" means the usage of any Member as determined in accordance with Exhibit D to this Member Agreement, as Exhibit D may be amended from time to time in accordance with the terms of this Agreement.

“Vice Chairperson” means the Vice Chairperson of the Board of Directors appointed by the Board of Directors in accordance with Section 8.3 of this Member Agreement.

“Withdrawal Date” means the date specified when the Member gives written notice to the Chairperson of the Board of Directors of its withdrawal pursuant to Article 16 hereof.

“Withdrawing Airline” means any Member, or the successor or assignee thereof, and that has withdrawn from this Agreement pursuant to Article 16.

1.2 Article and Section Headings. Gender and References. Defined Terms.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. Unless otherwise indicated, all references herein to "Article", "Section" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby”, “herein”, “hereof”, “hereto”, “herewith”, “hereunder” and other words of similar import refer to this Member Agreement as a whole and not to any particular article, section, subdivision or clause hereof. The terms defined herein shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. References to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to. References herein to “day” or “days” shall mean calendar day or days, and if any event is scheduled or required to occur on a day which is not a Business Day in Chicago, Illinois, then the event shall be scheduled or required to occur on the next following Business Day in Chicago, Illinois. The words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import. References to a person include any individual, Consortium, association, partnership, joint venture, trust, estate, limited liability Consortium, or other legal entity or organization, and such person's successors and permitted assigns.

1.3 Incorporation of Exhibits. The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A – Existing Members

Exhibit B – Voting Requirements Index

Exhibit C - Consortium-Maintained City Equipment, Consortium Property and Consortium Provided Services

Exhibit D - Cost Centers and Formulas for Consortium-Provided Services Calculation of Usage

ARTICLE 2. TERM

2.1 Commencement. This Agreement shall be effective and binding upon the parties hereto when it has been fully executed by the Air Carrier and the Consortium as outlined in Sections 4.1-4.3 and 5.1-5.5.

2.2 Term of Agreement.

Unless terminated as provided herein, this Agreement shall continue in effect until the withdrawal of all Members. This Agreement may be terminated with respect to an individual Member if such Member withdraws from this Agreement or is deemed a Withdrawing Airline, in accordance with the provisions of Articles 12 or 16 herein. Upon withdrawal of all Members, the liabilities hereon shall be allocated as set forth in Section 15.2 hereof.

2.3 Termination of Consortium Agreement.

If the Consortium Agreement is terminated, this Member Agreement may be terminated at any time by the Members which constitute a Consortium Super Majority-In-Interest, subject, however to the limitations in Section 2.2 above and Section 2.4 below.

2.4 Survival of Certain Provisions.

Articles 10, 12, 13, 15, 16 and 17, and the responsibilities, liabilities and obligations of a Member under the provisions of Section 7.8, shall survive the termination of this Member Agreement as to any one or as to all Members for events occurring prior to the termination.

2.5 Liquidation.

Upon termination by all Members, the Consortium may be liquidated in accordance with this Member Agreement.

ARTICLE 3. PURPOSES AND POWERS OF THE CONSORTIUM

3.1 Purposes.

(a) The Consortium was formed for the object and purposes of, and the nature of the business to be conducted and promoted by the Consortium includes: (i) using, operating and maintaining Consortium-Managed City Equipment, Consortium Property, and performing the Consortium-Provided Services at the Airport and (ii) engaging in any and all legal activities necessary, related, convenient, desirable or incidental to the foregoing, including acquiring, holding, managing, operating and disposing of interests in real and personal property and contracting for personal services, but only if such activities are permitted to Consortiums under the State of Illinois.

(b) In fulfilling its functions, the Consortium shall not operate to derive a financial profit from providing services to Members or Non-Members; provided that nothing herein stated, omitted or implied shall preclude or prohibit the Consortium from charging Non-Member Users fees that are in excess of the fees and charges payable by Members. To this end, monies

received by the Consortium from its Members for ordinary operations shall be sufficient only to fulfill the Members' obligations resulting from the Consortium's ordinary operations. Any amounts received for ordinary operations that are in excess of the Members' annual obligations for ordinary operations shall be reimbursed to the Members not then in default pro rata in accordance with each Member's Usage for the previous twelve months. Monies received by the Consortium from its Members for extraordinary items, such as capital improvements shall be sufficient only to fund the cost of such extraordinary items, and any excess shall be refunded to the Members not then in default, pro rata in accordance with each Member's contribution, either (at the sole discretion of the Board of Directors) in cash or through a credit to the Members.

3.2 Powers of the Consortium.

Subject to Article 8, the Consortium shall have the power and authority, and is authorized, to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3.1, including the power, authority and authorization:

(a) To conduct its business, carry on its operations to have and exercise the powers granted to a Consortium by the state of Illinois in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purposes of the Consortium;

(b) To acquire Consortium Property by purchase, lease, contribution of property or otherwise;

(c) To own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property;

(d) To acquire loans secured by real and personal property that may be necessary, convenient or incidental to the acquisition of Consortium Property and the accomplishment of the purposes of the Consortium;

(e) To enter into, perform and carry out contracts of any kind, including contracts with any Member, any Affiliate thereof, or any agent of the Consortium necessary to perform the Scope of Services identified in Exhibit C;

(f) To invest and reinvest its funds;

(g) To sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(h) To appoint officers and agents of the Consortium, establish their offices and titles, and define their power, authority and duties and fix their compensation;

(i) To indemnify any person and to obtain any and all types of insurance;

- (j) To cease its activities and cancel its Certificate;
- (k) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets or obligations of the Consortium;
- (l) To borrow money and issue evidences of indebtedness and guaranties, and to secure the same by a mortgage, pledge or other lien on the assets of the Consortium;
- (m) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Consortium or to hold such proceeds against the payment of contingent liabilities;
- (n) To perform any other action that the Board of Directors determines is necessary, convenient or incidental to the accomplishment of the purposes of the Consortium; and
- (o) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Consortium.

ARTICLE 4. ADMISSION OF MEMBERS

4.1 Existing Members.

Any Existing Member (as outlined on Exhibit A) that elects to continue as a Member, shall retain its ownership interest in the Consortium if such Existing Member meets the following conditions:

- (a) has a fully executed Long-Term or Short-Term Airline Use and Lease Agreement; or Non-Signatory Airline Operating Agreement with the City; and
- (b) has submitted and Economic Disclosure Statement as required by City ordinance in form and substance satisfactory to the City's Corporation Counsel; and
- (c) has executed this Agreement.

4.2 Admission of New Members.

Admission of an Air Carrier as a New Member of the Consortium shall be open to any Air Carrier if such Air Carrier meets the following conditions:

- (a) has been authorized to operate at the Airport;
- (b) has a fully executed Long-Term or Short-Term Airline Use and Lease Agreement; or Non-Sigatory Airline Operating Agreement with the City;

(c) has submitted and Economic Disclosure Statement as required by City ordinance in form and substance satisfactory to the City's Corporation Counsel; and

and

(d) has executed this Agreement.

Further, the Air Carrier must have been determined by the Consortium as being creditworthy, and of such reputation and status in keeping with the nature or class of Members. For purposes of this paragraph, an Air Carrier may be determined to be not creditworthy if such Air Carrier:

(a) has been in default under any agreement with City in the past eighteen (18) months; or

(b) failed to make payments in a timely fashion to City or the Consortium; or

(c) is otherwise unable to demonstrate an ability to pay fees projected hereunder or cannot provide a security deposit as required under Section 4.7, if required.

The Chairperson of the Board of Directors shall execute all required documents immediately after such documents have been delivered and the requirements of this Section 4.1 hereof have been satisfied.

4.3 Purchase of New Membership. Each new Member shall purchase a Membership in the Consortium in the amount of \$20,000, which will be discounted to \$10,000 if the Member Agreement is executed and purchase of Membership payment is made by May 12, 2018. By execution hereof, each Member represents and warrants to the Consortium that it is acquiring the Membership solely for its own account and not with a view to resale and that it understands that the Membership is subject to the restrictions imposed by law, the Consortium's Bylaws and this Agreement.

4.4 Acceptance Date. The Acceptance Date at which time an Air Carrier shall be deemed to be a Member, shall be at 12:01 a.m. Chicago time on the date following written acknowledgement of satisfaction by the Air Carrier of all requirements of Section 4.1 above, and acceptance by the Chairperson of the Board of Directors of all required executed documents, and payments.

4.5 Assessment, Fees or Dues. In the event that a Consortium Majority-in-Interest authorizes the Board of Directors to levy assessments, fees and dues on the Members from time to time, in accordance with Article 15 hereof, each Member shall pay such amount as is due within thirty (30) days following receipt of the notice thereof.

4.6 Exception for Transfer to Subsidiary or in Connection with Merger. Notwithstanding Section 4.2 above, a Member may transfer its Membership without first obtaining the Consortium's consent to a wholly owned subsidiary or to another Air Carrier, which meets the requirements of Section 4.1 hereof, with which it merges, or into which it consolidates; provided however, that in

writing all of the obligations of the transferee Consortium, as the case may be, (i) expressly assumes in writing all of the obligations of the Member hereunder, and (ii) if such Consortium is not organized and existing under the laws of the United States of America or any State or District of Columbia, delivers to City and the Consortium an irrevocable consent to service of process and jurisdiction.

4.7 Member Security Deposit.

A security deposit may be required of Members if so determined by the affirmative vote of a Consortium Majority-In-Interest. However, a new entrant that has no credit history with the City of Chicago will be required to pay a security deposit equal to 2 months of projected usage fees.

ARTICLE 5. ADDITIONAL MEMBERS

5.1 Admission of Additional Members.

Admission of an Air Carrier as an Additional Member of the Consortium shall be open to any Air Carrier, who is not already a Member, and has (a) executed a Long-Term or Short-Term Airline Use and Lease Agreement; or Non-Signatory Airline Operating Agreement with the City, and (b) has submitted an Economic Disclosure Statement as required by City ordinance in form and substance satisfactory to the City's Corporation Counsel, in all cases subject to satisfaction of all requirements set forth in Section 5.2 below.

5.2 Requirements.

In order to become an Additional Member, an Air Carrier must submit to the Consortium:

- (a) A written notice stating the requested Acceptance Date;
- (b) A copy of the fully executed signature page of the Airline Use and Lease Agreement; or Non-Signatory Airline Operating Agreement between the City and Air Carrier;
- (c) If Additional Member has operated at the Airport for the previous twelve month period, a statement providing the actual schedule of operations, number of Enplaned and Deplaned Passengers, and number of Outbound and Inbound Bags;
- (d) If the Additional Member has not operated at the Airport for the previous twelve month period, a statement providing an estimated schedule of operations, number of Enplaned and Deplaned Passengers, number of Outbound and Inbound Bags, for the Fiscal Year for the twelve month period following the requested Acceptance Date;
- (e) An executed counterpart copy of this Member Agreement; and

- (f) The payment of amounts as specified by the Consortium pursuant to Section 5.3 below.

Further, the Air Carrier must have been determined by the Consortium as being creditworthy. For purposes of this paragraph, an Air Carrier may be determined to be not creditworthy if such Air Carrier:

- (a) has been in default under any agreement with City in the past eighteen (18) months; or
- (b) failed to make payments in a timely fashion to City or the Consortium; or
- (c) is otherwise unable to demonstrate an ability to pay fees projected hereunder or cannot provide a security deposit, if required.

5.3 Purchase of Membership. Each Additional Member, in accordance with Section 5.1 hereof, shall purchase a Membership in the Consortium in the amount of \$20,000, payable in cash, as is fixed by the Board of Directors from time to time. This purchase of Membership will be increased annually on July 1st by the Consumer Price Index (CPI) effective July 1, 2019. By execution hereof, each Member represents and warrants to the Consortium that it is acquiring the Membership solely for its own account and not with a view to resale and that it understands that the Membership is subject to the restrictions imposed by law, the Consortium's Bylaws and this Agreement.

5.4 Procedure.

If the material submitted pursuant to Section 5.2 is found by the Consortium to comply with this Article 5, then the Consortium shall provide a notice of eligibility to the requesting Air Carrier with a copy of the Member Agreement, a written statement of the requirements for membership, a written statement of the fees and other payments required for membership, consistent with Section 5.2 hereof, and such other documents for signature as may reasonably be required. The Air Carrier shall then have thirty (30) calendar days from the date of the notice in which to return all required signed documents and payments. If all requirements outlined in the notice from the Consortium are appropriately fulfilled within thirty (30) calendar days, the requesting Air Carrier shall become an Additional Member on the Acceptance Date and thereafter shall have the same rights and obligations under this Member Agreement as all other Members.

5.5 Acceptance Date.

The Acceptance Date for any Additional Member shall be the first day of the month (commencing at 12:01 a.m. Chicago time) following the date the Additional Member is notified by the Consortium that all required signed documents and payments have been received.

5.6 Usage.

The Additional Member shall not have Consortium Majority-In-Interest and Consortium Super Majority-In-Interest for the first twelve (12) months following the Acceptance Date,

unless the Additional Member has operated at the Airport for the previous twelve month period and can provide a statement providing their Usage for the previous twelve month period.

ARTICLE 6. CAPITAL CONTRIBUTIONS AND TAX MATTERS

6.1 Capital Contributions.

(a) Concurrently with becoming a Member, each Member must contribute to the capital of the Consortium the membership fee amount set forth in Articles 4 and 5.

(b) Members must also contribute to the capital of the Consortium, in accordance with Section 12.6, amounts necessary to fund the Operating Reserve Account.

(c) In addition to the payment of a membership fee, an Additional Member must also contribute to the capital of the Consortium to fund its pro-rata share of the Operating Reserve Account based on the ratio of such Additional Member's estimated Usage, as determined by the Consortium, to the Usage of all other Members. The contribution of the Additional Member to fund pro-rata share of the Operating Reserve Account is to be reconciled within thirty (30) calendar days of actual Usage becoming available for the Additional Member.

(d) The pro-rata share contribution to the capital of the Consortium by an Additional Member, made in accordance with Section 6.1(c), may be refunded on a pro-rata share basis to all other Members if such refund is approved by the affirmative vote of a Consortium Majority-In-Interest.

(e) No Member shall be required to make any additional capital contribution to the Consortium unless such additional capital contribution is on a pro-rata basis and approved by the affirmative vote of a Consortium Majority-In-Interest. No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member. Notwithstanding the foregoing or any other provision of this Member Agreement, however, each Member shall be obligated to make all payments due and payable by such Member in connection with the Consortium-Provided-to-Airlines Services Charge, repayment of debts or the funding of the Operating Reserve Account and to perform all obligations of such Member pursuant to the terms of this Member Agreement.

(f) Capital Contributions shall be returned to Members, if at all, only in accordance with Section 6.1(d) or upon dissolution of the Consortium in accordance with Article 17 and only to Members who are Members not in default under this Member Agreement at the time of dissolution.

6.2 Status of Capital Contributions.

(a) Upon withdrawal or termination of a Member under this Member Agreement, the amount of a Member's Capital Contributions shall not be returned to it, except for withdrawal or termination in connection with the dissolution of the Consortium.

(b) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or for services rendered to or on behalf of the Consortium or otherwise in its capacity as a Member, Member Representative, Chairperson or Vice Chairperson, or other officer, except as otherwise specifically provided in this Member Agreement.

6.3 Tax Election.

(a) The Consortium will elect to be taxed as a Corporation.

(b) When the Consortium files tax returns as a Corporation: (i) all Federal, State and local taxes will be an expense of the Consortium; (ii) all such taxes will be included as an Indirect Expense; and (iii) each Member shall be liable for its share of any and all such tax expense incurred by the Consortium, as determined in Article 12.

(c) Consortium and Members will cooperate with one another in providing information which may be reasonably required to fulfil each party's tax filing requirements, including any information necessary to mitigate any such taxes or related tax withholdings.

ARTICLE 7. MEMBER INTERESTS

7.1 Member's Interest.

A Member's Interest in the Consortium shall be limited to the benefits such Member derives from the Consortium in accordance with this Member Agreement. An individual Member has no specific Interest in, or ownership of, Consortium Property.

7.2 Powers of Members.

The Member Representatives, on behalf of the Members, shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Member Agreement.

7.3 Reimbursements.

Subject to proper documentation and prior approval of a Consortium Majority-in-Interest, the Consortium shall reimburse the Members for all ordinary and necessary out-of-pocket expenses incurred by the Members on behalf of the Consortium. Such reimbursement shall be treated as an expense of the Consortium and shall not be deemed to constitute a distribution or return of capital to any Member.

7.4 Partition.

To the fullest extent permitted by applicable law, each Member waives any and all rights that it may have to maintain an action for partition of the Consortium Property.

7.5 Transfer Void.

A Member shall not sell, assign, transfer, pledge or otherwise dispose of or encumber (collectively, for purposes of this Article 7, a "transfer") all or any part of its Interest in the

Consortium to any Air Carrier or other person unless the Consortium shall give its prior written consent to such transfer, which consent shall not be unreasonably withheld, delayed or conditioned. The Consortium may only approve such a transfer to an Air Carrier who is concurrently becoming a Member and a party to this Member Agreement in accordance with the terms and conditions of this Agreement. In approving or disapproving any request for transfer, the Consortium shall not discriminate against any one or more Member(s).

7.6 Exception for Transfer to Subsidiary or in Connection with Merger.

Notwithstanding Section 7.5, a Member may transfer all or any part of its Interest in the Consortium, without first obtaining the Consortium's consent, to a Subsidiary or Affiliate of such Member or to another Consortium with which such Member merges, or into which such Member consolidates, if the transferee is concurrently becoming a Member and a party to this Member Agreement; provided that such Subsidiary or other Consortium is not a Member of the Consortium immediately prior to the time of transfer.

7.7 Termination as Member upon Default.

Upon the occurrence of an Event of Default by a Member under Section 13.1 of this Member Agreement, the Consortium has the right to terminate the Interest of such Member in the Consortium in accordance with Section 13.2(b), effective as of a date specified by the Consortium by written notice to such Member. From and after the occurrence of an Event of Default by a Member, such Member shall have no rights to vote as a Member, nor shall its Member Representative have any right to vote on the Board of Directors. If its Member Representative is serving on the Management Committee, its Member Representative shall be removed from the Management Committee. Such Member's Usage shall not be counted, individually or as part of aggregate Usage, respecting a Consortium Majority-In-Interest, a Consortium Super Majority-In-Interest or otherwise in connection with any voting. Notwithstanding the foregoing, such Member shall not cease to be, and shall remain, a Member of the Consortium unless the Consortium elects to terminate such Member. Such Member shall not be relieved of any of the responsibilities, liabilities or obligations of a Member hereunder because of the occurrence of an Event of Default. If the Consortium elected to terminate such Member, such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of its termination as a Member of the Consortium, and those obligations shall survive the termination of the Member under this Agreement.

7.8 Termination of Interest upon Mergers or Acquisitions.

In the event of any merger, consolidation, conversion, acquisition, or contractual arrangement as a result of which any Member becomes the beneficial owner of more than one Interest (whether directly or through control of one or more other Members), the Consortium has the right to terminate Interests such that no Member owns, directly or through control of other Members, more than one Interest. Such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of any termination of any Interests in the Consortium.

7.9 Consortium's Inability to Terminate.

In the event that the Consortium has a right to terminate a Member or a Member's Interest pursuant to this Article 7, but is prevented from doing so (e.g., as a result of bankruptcy protection of a Member), the Consortium may deliver written notice to that effect to the Member whose status as a Member or Interest in the Consortium would otherwise terminate whereupon all of such Member's Interest shall become a non-voting Interest, and such Member shall not be entitled to vote as a Member or have its Member Representative sit on the Management Committee, until such time as the Consortium is permitted to and does effect the termination. Such Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of its termination as a Member of the Consortium.

ARTICLE 8. MANAGEMENT AND MEETINGS

8.1 Board of Directors.

(a) **Powers.** The business and affairs of the Consortium shall be conducted and managed through a Board of Directors composed of one (1) Member Representative appointed by each Member, along with one (1) City Representative from the Chicago Department of Aviation as outlined in Section 4.4 of the Consortium Agreement. A meeting of the Board of Directors shall be the same as a meeting of the Members for purposes of satisfying any requirements of the laws of the State of Illinois for meetings of members of Consortiums. The Board of Directors shall have the power and authority, acting in accordance with the procedures of this Article 8, to do or cause to be done any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described in Section 3.1 of this Member Agreement, including all powers, statutory or otherwise, possessed by managers and/or members of a Consortium under the laws of the State of Illinois. The Board of Directors shall act on all matters that are referred to in this Member Agreement to be done by (i) the Members; (ii) a Consortium Majority-In-Interest or Consortium Super Majority-In-Interest; (iii) a Consortium Majority-In-Interest or Consortium Super Majority-In-Interest of the Member Representatives; or (iv) a Consortium Majority-In-Interest or Consortium Super Majority-In-Interest of the Members.

(b) **Appointment of Member Representatives.** Each Member Representative, with the exception of the CDA-appointed Member Representative, shall be a regular salaried employee (or retired employee with no conflicting employment) of the Member appointing him or her unless the Board of Directors approves, in its sole discretion, appointment of a Member Representative who is not a regular salaried employee (or retired employee with no conflicting employment) of such Member. Each Member shall appoint its Member Representative in writing in a letter addressed to the Consortium and delivered to the Consortium at its address for notice. Each Member and the CDA-appointed representative may, in writing, designate one or more alternate Member Representatives who shall, if attending a Board of Directors meeting in the absence of the designated representative, have the full authority to vote and speak for the designating Member; provided however, only one such alternate representative may exercise the Member's or CDA's rights at any meeting. Member Representatives and alternates shall serve until the Consortium receives written notice of the appointment of a new Member Representative

or alternates from a Member or, with respect to the CDA-appointed Member Representative, the Commissioner.

(c) Proxies. A Member Representative may give to any other Member Representative a proxy, in writing, provided that the Chairperson or Vice Chairperson, if presiding, of the Board of Directors may refuse to recognize a proxy if there exist any indications of fraud or other material uncertainty about its terms. Any such proxy must be submitted to and approved or disapproved by the Chairperson or Vice Chairperson, if presiding, prior to the Board of Directors meeting.

8.2 Meetings.

Meetings of the Board of Directors shall be held at least annually at such time and place as determined by the Chairperson of the Board of Directors or requested by (a) Member Representatives representing at least twenty-five percent (25%) of the Usage of all Members for the twelve (12) months prior to the month in which the request is made; or (b) CDA-appointed Representative. A complete list of Members entitled to vote at any meeting of the Board of Directors, arranged in alphabetical order showing the address of each such Member and the name of its Member Representative, shall be made available to any Member upon request.

(a) Participation by Telephone. Member Representatives may participate in a meeting of the Board of Directors through use of conference telephone or similar communication equipment so long as all representatives participating in such meeting can hear one another.

(b) Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if Member Representatives constituting a Consortium Majority-In-Interest, Consortium Super Majority-In-Interest or all of the Member Representatives, as applicable to the subject action, consent in writing to such action after solicitations of such written consents have been provided to all Member Representatives by e-mail, facsimile or letter. Unless otherwise specified in this Member Agreement, any action of the Board of Directors may be taken if approved by a Consortium Majority-In-Interest. All written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

(c) Notice. All notices of meetings of the Board of Directors must be received by the Member Representatives at least ten (10) business days prior to the meeting. Notices sent by certified mail shall be deemed received on the date of delivery as indicated on the return receipt; notices sent by e-mail, or facsimile shall be deemed received on the date transmitted, if transmitted prior to 4:00 p.m. time of recipient, otherwise on the next business day.

(d) Twenty-Day Notice Requirement. Notwithstanding Section 8.2(c), when any of the following items is to be the subject of a meeting of the Board of Directors, at least twenty (20) business days' prior notice is required:

(i) Selection of a Maintenance and Service Operator or a Consortium Contractor by competitive proposal or other procedure approved by a Consortium Majority-In-Interest;

(ii) The approval of an agreement with a Maintenance and Service Operator or a Consortium Contractor, or amendments thereto or termination thereof;

(iii) The selection of a Consortium Manager;

(iv) The approval of an agreement with a Consortium Manager, amendments thereto or termination thereof;

(v) Approval of any non-budgeted single expenditure or obligation over One Hundred Thousand Dollars (\$100,000);

(vi) The determination if any non-budgeted single expenditure authorized by the Chairperson, the Management Committee or the Board of Directors should be deemed an Extraordinary Cost, and the allocation thereof among the Members;

(vii) Approval of the terms and conditions of any general plan of financing that may be required relating to the Consortium-Maintained City Equipment, Consortium Property or the Operating Reserve Account; or

(viii) Determination to dissolve the Consortium.

(e) Waiver of Notice in Emergency. In case of an emergency, the Chairperson of the Board of Directors has the power to call a meeting of the Members without notice as required above; provided, that the Chairperson of the Board of Directors uses his or her best efforts to give notice verbally or by e-mail or facsimile. The Members acknowledge that CDA has the right to request the Chairperson to call an emergency meeting.

(f) Form of Notice. Best business practices will be used when transmitting notices of any meeting of the Board of Directors and, therefore, such notices will include agendas, analyses, background material, ballots, etc. as appropriate for the subject matter of the meeting. The notice of any meeting of the Board of Directors shall be directed to the place and in the manner set forth in Section 18.3 herein.

(g) Waiver of Notice. Any meeting of the Board of Directors, however called and noticed and whenever held, and the transaction of business at such meeting, shall be valid as though duly called, noticed and held if a quorum is present and if either before or after the meeting each of the persons entitled to vote, but not present, signs: (i) a written waiver of notice; or (ii) a consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals shall be made a part of the minutes of the meetings.

(h) Quorum. A quorum consists of Member Representatives, or their alternates or assigned proxies, representing a Consortium Majority-In-Interest.

(i) Voting. Other than as provided in Section 8.2(b), any action of the Board of Directors shall be effective only if made at a properly called meeting at which a quorum is present and upon the affirmative voice or hand vote of a Consortium Majority-In-Interest or such other percentage as may be specifically provided for in this Member Agreement for a particular action.

8.3 Chairperson.

The Board of Directors shall elect a Chairperson and may elect a Vice Chairperson from among its representatives. Election shall be held annually and the term of the Chairperson and Vice Chairperson shall be one year. Members may serve as Chairperson or Vice Chairperson for an unlimited number of consecutive terms. The Chairperson of the Board of Directors shall preside at all meetings of the Board of Directors and in his or her absence the Vice Chairperson shall preside. In the absence of both the Chairperson and the Vice Chairperson, a meeting chairperson may be elected by a Consortium Majority-In-Interest in attendance at the meeting. The Chairperson of the Board of Directors shall have the power and authority to authorize non-budgeted single expenditures or obligations by and on behalf of the Consortium of Twenty Five Thousand Dollars (\$25,000) or less without the approval of the Board of Directors; provided, however, if for any reason it is not practical to call for a vote of the Management Committee for approval of a non-budgeted single expenditure of Fifty Thousand Dollars (\$50,000) or less, the Chairperson may authorize such expenditure if failure to take such immediate action would adversely impact the operational and/or financial well-being of the Consortium.

8.4 Chairperson to Execute Contracts.

Each Member and the Consortium hereby authorizes and empowers the Chairperson of the Board of Directors to execute and deliver, for and on behalf of the Board of Directors and the Consortium, all documents contemplated herein, including amendments and counterparts to this Member Agreement, accepting Additional Members, and/or any construction, service agreements, financing arrangements, guaranties and related agreements, or other contracts authorized by a Consortium Majority-In-interest in accordance with the terms of this Member Agreement.

8.5 Management Committee.

(a) Committee. The Membership desires that a Management Committee be established by the Board of Directors. This Committee shall have seven (7) members, five (5) of which shall be elected by the Board of Directors and which shall function in the manner set forth in this Article 8, and one (1) of which shall be a City Representative from the Chicago Department of Aviation as outlined in Section 4.4 of the Consortium Agreement. The Chairperson of the Board of Directors shall serve on the Management Committee and shall act as its Chairperson. The term of the members of the Management Committee shall be the later of one year or until their successors are elected, unless removed by a Consortium Majority-In-Interest.

(b) Appointment of Management Committee Members. Each Management Committee member shall be the Member Representative appointed by the Member or CDA as set forth in Section 8.1(b). Member Representatives shall serve on the Management Committee until the Consortium receives written notice of the appointment of a new Member Representative from a

Member or, with respect to the CDA-appointed Member Representative, the Commissioner. Upon receipt of such notice, the Board of Directors will convene to elect a new Member Representative to the vacant position on the Management Committee (other than the CDA-appointed Member Representative).

(c) Authority. The Management Committee, subject to control of the Board of Directors, shall be delegated responsibility for the day-to-day management and operation of the Consortium, the Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services. It shall perform such other duties as are delegated and assigned to the Management Committee from time to time by the Board of Directors. The Management Committee shall have the power and authority to authorize non-budgeted single expenditures or obligations by and on behalf of the Consortium up to the amount of One Hundred Thousand Dollars (\$100,000) or less without the approval of the Board of Directors. The Management Committee shall in no event have any authority greater than the Board of Directors or be authorized to take any actions that the Board of Directors could not take.

(d) Quorum and Voting. A quorum for the transaction of business at a regular or special meeting of the Management Committee shall consist of a majority of the members of the Management Committee. The act of at least a majority of the members of the Management Committee shall constitute the act of the Management Committee.

(e) Meetings. Meetings of the Management Committee may be called by the Chairperson of the Management Committee, or members of the Management Committee constituting at least one-third of the members of such Management Committee. Notice must be given in accordance with the procedures to be established by the Management Committee.

(f) Participation by Telephone. Members of the Management Committee may participate in a meeting of the Management Committee through use of conference telephone or similar communication equipment, so long as all members participating in such meeting can hear one another.

(g) Waiver of Notice. Any meeting of the Management Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be as valid as though had at a meeting duly called, noticed, and held if a quorum is present and if either before or after the meeting each of the persons on the Management Committee entitled to vote but not present signs: (i) a written waiver of notice; or (ii) a written consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals must be made a part of the minutes of the meetings.

(h) Action Without a Meeting. Any action to be taken by the Management Committee may be taken without a meeting if all members of the Management Committee consent in writing to such action. Such written consent(s) shall be filed with the minutes of proceedings of the Management Committee.

8.6 Operations Committee.

(a) Committee. An Operations Committee shall be established by a Consortium Majority-In-Interest of the Board of Directors. The Operations Committee shall consist of the Chairperson of the Board of Directors, who shall also serve as Chairperson of the Operations Committee, and a local representative appointed by each Member. In addition, CDA has the option to appoint a representative to the Operations Committee. Each local Member representative on the Operations Committee shall serve until his or her successor is appointed.

(b) Authority. The Operations Committee, subject to control of the Board of Directors and the Management Committee, shall be delegated responsibility for resolving any day-to-day operational concerns at the Airport. It shall perform such other duties as may be delegated to it by the Management Committee or the Board of Directors. The Operations Committee may make recommendations to the Management Committee or the Board of Directors, but it shall have no authority to authorize expenditures or to commit any funds of the Consortium.

(c) Quorum and Voting. A quorum for the transaction of business at a regular or special meeting of the Operations Committee shall consist of representatives constituting at least a Consortium Majority-In-Interest of the Members. The act of at least a Consortium Majority-In-Interest of the Members, so long as a quorum is in attendance, shall constitute the act of the Operations Committee.

(d) Meetings. Meetings of the Operations Committee may be called by the Chairperson of the Operations Committee or representatives on the Operations Committee constituting at least one-third of the representatives. Notice must be given in accordance with the procedures to be established by the Operations Committee.

(e) Participation by Telephone. Representatives on the Operations Committee may participate in a meeting of the Operations Committee through use of conference telephone or similar communication equipment, so long as all representatives participating in such meeting can hear one another.

(f) Waiver of Notice. Any meeting of the Operations Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be as valid as though had at a meeting duly called, noticed, and held if a quorum is present and if either before or after the meeting each of the representatives on the Operations Committee entitled to vote but not present signs: (i) a written waiver of notice; or (ii) a written consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents, or approvals must be made a part of the minutes of the meetings.

(g) Action Without a Meeting. Any action to be taken by the Operations Committee may be taken without a meeting if all representatives on the Operations Committee consent in writing to such action. Such written consent(s) shall be filed with the minutes of proceedings of the Operations Committee.

8.7 Members' Consent.

Each of the Members, by signing this Member Agreement, specifically consents to the authority given herein to the Board of Directors, the Management Committee, the Operations Committee and the Chairperson and Vice Chairperson and hereby certifies (and upon request of the Consortium shall promptly deliver further assurance of its certification) that the persons designated from time to time by such Member as a Member Representative and as a representative on the Operations Committee are duly authorized to act for and on behalf of such Member.

ARTICLE 9. BOOKS AND RECORDS

9.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Consortium, the Consortium shall maintain, at its principal place of business, separate books of account for the Consortium that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Consortium's business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Member Agreement. Such books of account, together with a copy of this Member Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Consortium and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's Interest.

(b) The Members shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Consortium. The Consortium shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

9.2 Accounting Method.

For both financial and tax reporting purposes, the books and records of the Consortium shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Consortium transactions and be appropriate and adequate for the Consortium's business.

9.3 Final Audit.

The financial statements of the Consortium may be audited annually by an independent certified public accountant, selected by the Consortium, with such audit to be accompanied by a report of such accountant containing its opinion (the "Final Audit"). The cost of such audits will be an expense of the Consortium. A copy of any such audited financial statements and accountant's report will be made available for inspection by the Members.

**ARTICLE 10. ACCESS TO CONSORTIUM-MAINTAINED CITY EQUIPMENT,
CONSORTIUM PROPERTY AND CONSORTIUM-PROVIDED SERVICES**

10.1 Use.

The Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services shall be managed, maintained, and operated to provide for the handling of departing and arriving flights and passengers at such locations at the Airport as may be determined by the Consortium and the City. The Members covenant and agree that the Consortium may establish standards and practices and, subject to the approval of the City, fees for access to and the operation and maintenance of the the Consortium Property, the Consortium-Provided-to-Airlines Services and any other costs associated with the operations of the Consortium and the use of the Airport. The covenant and agreement of each Member set forth in this Section 10.1 shall survive any withdrawal by such Member from this Member Agreement.

10.2 Non-Member Users.

The Consortium shall allow any Air Carrier who does not become a party to this Member Agreement as a Member to use the Consortium Property and Consortium-Provided-to-Airlines Services for its flights and passengers upon execution by that Air Carrier of the then-current Equipment Use Agreement.

10.3 Equipment Access Agreement.

The Consortium shall, by the vote of a Consortium Majority-In-Interest of the Members, approve from time to time the form of an Equipment Access Agreement, which also shall be subject to the approval of the City, which shall be consistent with this Member Agreement, and which shall contain, inter alia, the terms and conditions governing use of Consortium Property, Consortium-Provided-to-Airlines Services, deposits, use fees and charges, and indemnification and insurance provisions. The Equipment Access Agreement shall provide that, so long as the Non-Member User abides by the terms of that agreement and pays the fees and charges provided therein, its access to and use of Consortium Property and Consortium-Provided-to-Airlines Services otherwise shall be nondiscriminatory. The Consortium may approve separate forms of the Equipment Access Agreement for use of the Consortium Property and Consortium-Provided-to-Airlines Services. Notwithstanding anything to the contrary in this Member Agreement, the Consortium may charge fees to Non-Member Users which are greater than those charged to Members.

10.4 Certified Service Providers.

The Consortium may allow a Certified Service Provider to access Consortium Property and Consortium-Provided-to-Airlines Services to provide passenger and flight handling services, subject to the requirements of this Section 10.4. Each such Certified Service Provider: (a) must have entered into an agreement with a Member or a Non-Member User to provide handling services at those Airport locations where Consortium Property or Consortium-Provided-to-Airlines Services may be situated; (b) must execute an Equipment Access Agreement; and (c) must comply with all of the terms and conditions of the Equipment Access Agreement.

10.5 Access by Users.

(a) Except as provided for herein with respect to allocation of the Consortium-Provided-to-Airlines Services Charge and otherwise as provided herein, access Consortium Property and Consortium-Provided-to-Airlines Services by all Members shall be on an equal and nondiscriminatory basis, with no Members being afforded priority or preferential treatment over another.

(b) In the event of a dispute regarding access to Consortium Property and Consortium-Provided Services, the Consortium Manager is authorized to review and resolve the dispute, and will document such resolution by providing written notice to all Members involved, with copies provided to the Management Committee. In the event that the Members involved in the dispute do not accept or are otherwise unable to implement the resolution provided by the Consortium Manager within fifteen (15) calendar days of receiving written notice, the Management Committee shall review and resolve the dispute within fifteen (15) calendar days of the dispute being submitted to the Management Committee. A decision evidenced by written notice from the Management Committee comprising 75% of the total Usage of the Members of the Management Committee, which Usage shall be determined using the methodology set forth in Exhibit D Section A, will be final.

ARTICLE 11. CONSORTIUM MANAGER, MAINTENANCE AND SERVICE OPERATORS, SCHEDULING MANAGER & CONSORTIUM CONTRACTORS

11.1 Consortium Manager.

By the vote of a Consortium Majority-In-Interest of the Members and subject to approval by the City, the Consortium shall approve the selection of a Consortium Manager to manage the Maintenance and Service Operators and other Consortium Contractors. The Consortium shall, by the vote of a Consortium Majority-In-Interest of the Members approve the form of the Consortium Manager Agreement which shall be consistent with this Member Agreement and subject to approval by the City. The Consortium Manager shall execute the Consortium Manager Agreement with the Consortium, which shall specify the Consortium Manager's duties, responsibilities and compensation, as well as the rights and obligations of the Consortium and the Members with respect to the Consortium Manager. Each Member hereby agrees to execute and/or deliver such documents, if any, as may be reasonably requested by the Consortium to confirm its individual obligation for payment of its share of the Consortium Manager's fees.

11.2 Consortium Manager Responsibilities.

The Consortium Manager Agreement shall require the Consortium Manager to, *inter alia*, manage the Maintenance and Service Operators and Consortium Contractors, to establish standards and practices for the operation and maintenance of the Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services; to monitor and require compliance with this Member Agreement, the Equipment Use Agreements and the Equipment Access Agreements; and to invoice, collect and pay monies on behalf of the Consortium including to provide such bookkeeping, accounting, invoicing, filing of the Consortium's tax returns and other reports to governmental bodies and to perform such other services as are

necessary to accomplish the requirements of this Member Agreement, and to comply with all applicable laws and this Member Agreement.

11.3 Maintenance and Service Operator and Consortium Contractors.

The Consortium shall procure Maintenance and Service Operators and Consortium Contractors to operate and maintain the Consortium-Maintained City Equipment, to operate and maintain the Consortium Property, and to provide the Consortium-Provided Services. By the vote of a Consortium Majority-In-Interest of the Members, the Consortium shall approve the selection of Maintenance and Service Operators and Consortium Contractors. The Consortium shall, by the vote of Consortium Majority-In-Interest of the Members, approve the form of the Maintenance and Operating Agreement and the Consortium Contractors Agreements. The selected Maintenance and Service Operators and Consortium Contractors shall execute agreements with the Consortium, which shall specify their respective duties, responsibilities and compensation, as well as the rights and obligations of the Consortium and the Members with respect to each Maintenance and Service Operator and Consortium Contractors. The selected Maintenance and Service Operators and Consortium Contractors shall also secure all necessary approvals and permits from the City, and failure to do so shall prohibit any such entity from entering into an agreement with the Consortium. Each Member hereby agrees to execute and/or deliver such documents, if any, as may be reasonably requested by the Consortium to confirm its individual obligation for payment of its share of the Maintenance and Service Operators and Consortium Contractors' fees.

11.4 Maintenance and Service Operators and Consortium Contractors Responsibilities.

The Maintenance and Operating Agreements and Consortium Contractors Agreements shall require the Maintenance and Service Operators and Consortium Contractors to, *inter alia*, maintain, operate and manage the Consortium-Maintained City Equipment, the Consortium Property and provide the Consortium-Provided Services. The Consortium shall require the Maintenance and Service Operators and Consortium Contractors to comply with all applicable laws, rules, and regulations, this Member Agreement and any requirements, rules or procedures established by the City.

11.5 Scheduling Manager.

By the vote of a Consortium Majority-In-Interest of the Members and subject to approval by the City, the Consortium shall approve the selection of a Scheduling Manager.

11.6 Scheduling Manager Responsibilities.

The Scheduling Manager shall perform services working directly with CDA, including, without limitation, the duties of the Scheduling Manager in Section 5.5 of the Airline Use and Lease Agreements and as further delineated under Scheduling Manager Agreement.

11.7 Payments.

Each of the Members acknowledges that, in accordance with the Consortium Manager Agreement, (a) the Consortium Manager may act for and on behalf of the Consortium in accounting, billing, and collecting monies and (b) at the time they become due, the Consortium Manager shall remit payments as directed by the Consortium.

ARTICLE 12. CALCULATION OF FEES AND CHARGES

12.1 Consortium-Provided-to-Airlines Services Charge.

(a) The "Consortium-Provided-to-Airlines Services Charge" shall be determined as defined in Section 1.1 above.

(b) The following costs incurred by the Consortium, or the Consortium Manager, the Maintenance and Service Operators and the Consortium Contractors, shall not be part of the Consortium-Provided Services Charge, but shall instead be charged directly to the applicable Member, Non-Member User, or other responsible Air Carrier:

(i) costs incurred for the sole benefit of the Air Carrier being charged;

(ii) costs incurred as a result of the negligence, intentional wrongdoing or breach of its contract obligations under this Member Agreement by the Air Carrier being charged; and

(iii) costs incurred to repair damage to the Consortium-Maintained City Equipment or Consortium Property caused by the Air Carrier or its agents.

(d) Each User shall be liable for its pro rata share of the Consortium-Provided-to-Airlines Services Charge as determined under this Article 12.

12.2 Liability for Consortium-Provided Services Charge and Extraordinary Costs.

(a) Allocation. The Consortium-Provided Services Charge shall be allocated among the Members in accordance with Exhibit D, as Exhibit D may be amended from time to time by a Consortium Super Majority-In-Interest of the Members. The Consortium Manager shall prepare a schedule of fees and charges for the next fiscal year, which shall be used by the Consortium Manager in calculating each Member's projected monthly share of the Consortium-Provided Services Charge. The Consortium Manager shall provide the schedule to each Member no later than thirty (30) calendar days prior to the beginning of the fiscal year to which the schedule applies.

(b) Allocation of Extraordinary Costs. The Consortium shall allocate Extraordinary Costs among Cost Centers in accordance with Financial Protocols. Extraordinary Costs that are not directly allocable to a Cost Center will be allocable to the Members on a reasonably equitable basis as it may determine through an affirmative vote of a Consortium Majority-In-

Interest, and may instruct the Consortium Manager as to the allocation and collection thereof. In the absence of agreement on allocation, Extraordinary Costs that are not directly allocable to a Cost Center shall be allocated on the basis of each Member's Usage for the preceding six (6) months and collected over a twelve (12) month period. For the first twelve (12) months following the Acceptance Date of Additional Members, the Usage of an Additional Member shall be the greater of: (a) the Usage estimated by the Consortium for the Additional Member based on the information submitted pursuant to Section 5.2; or (b) the actual Usage, if available, pro-rated as necessary.

12.3 Temporary Shutdown.

In the event that there have been no operations at the Airport for a period of thirty (30) consecutive calendar days, then the Consortium-Provided Services Charge shall be allocated among the Members on the basis of Monthly Usage for the twelve months ending immediately prior to the cessation of operations at the Airport (or, if shorter, the period that the Member has been a party to this Member Agreement).

12.4 Invoicing.

(a) Users of Consortium-Maintained City Equipment and Consortium-Provided- to-City Services will be invoiced by the City of Chicago in accordance with Articles 8 & 9 of the Airline Use & Lease Agreements.

(b) Members will be invoiced by the Consortium for Usage of Consortium Property and Consortium-Provided-to-Airlines Services for administrative and operation services based on actual activity for the month completed, allocated in accordance with Exhibit D.

(c) In accordance with 12.1(b), costs incurred: (i) for the sole benefit of one or more particular User(s) or (ii) as the result of the negligence of, or damage to the Consortium-Maintained City Equipment or Consortium Property, caused by any User or its Certified Service Provider, shall be charged to and paid only by the persons causing such costs to be incurred.

(d) Subject to the proviso at the end of this sentence, not more than three times during any fiscal year, if a current schedule based on the most recently available projections and other information indicates that payments of the Consortium-Provided-to-Airlines Services Charge at the then-existing rates would result in an overpayment or underpayment by more than five percent of the amount required to be collected by the Consortium, then the Management Committee may revise the schedule and adjust the rates for the remainder of such year to conform to its current projections; provided that, notwithstanding the foregoing, the Management Committee may revise and adjust the rates at any time. The Management Committee shall notify the Members at least thirty (30) calendar days in advance of its intention to adjust the schedule, providing revised charges in sufficient detail to allow a Member to make informed comments thereon. A Member may submit written comments on such revised schedule to the Management Committee within fifteen (15) calendar days following delivery of the notice to the Member. The Management Committee shall give due consideration to any comments submitted in a timely

manner by a Member. If requested by a Majority-In-Interest, the Management Committee shall convene a meeting with the Members to discuss the revision and adjustments.

(d) As soon as practicable after the end of each calendar year, the Consortium shall render an itemized accounting (which itemized accounting may be audited by the Consortium's Auditor) to each Member for the actual Consortium-Provided-to-Airlines Services Charge incurred by and allocable to each Member during the preceding calendar year, based on each Member's actual Usage and reflecting any adjustments permitted hereunder.

12.5 Payments.

(a) Each Member shall make payments to the City of Chicago for use of Consortium-Maintained City Equipment and for Consortium-Provided-to-City Services in accordance with the Airline Use and Lease Agreement.

(b) Each Member shall make its respective pro rata share payments for Consortium-Provided-to-Airlines Services to the Consortium when due at the office of the Consortium Manager or at any alternate location specified in writing by the Consortium Manager and approved by the Management Committee. Any invoice submitted to a Member by the Consortium shall have the due date stated thereon. The amount of any delinquent payment shall include a penalty equivalent to ten percent (10%) of the value of the invoice and shall bear interest at a rate equal to two percent (2%) per month (or the maximum rate permitted by law, whichever is lower), from the date such amount is due until paid in full.

(c) If a Member fails to pay its share of Consortium-Provided-to-Airlines Services within thirty (30) calendar days of the date payment was due (including any amounts due after such Member has withdrawn from this Member Agreement pursuant to Article 16 hereof), and the amount of the Operating Reserve Account is not sufficient to make such payment, each non-defaulting Member must pay, within ten (10) calendar days of demand, its *pro rata* share of the amount in default, determined by the Consortium in accordance with the allocations set forth in Section 12.2(a) above, but calculated assuming that the defaulting Member was not a Member for the period in question. Such payments shall be deemed to be loans to the defaulting Member and the amounts due shall be calculated as set forth in Section 12.5(a) hereof. In the event of default in the payment of any of its share of the Consortium-Provided-to-Airlines Services Charge by a Member or its *pro rata* share of an amount in default from another Member, which default shall continue for thirty (30) calendar days, the amount of such defaulted charges shall be payable as provided in Article 13 below.

(d) Each Member must make payments to the Consortium in accordance with the terms of this Member Agreement with no defense or right of set-off, reduction, counterclaim (other than a compulsory counterclaim or one that would be lost if not asserted) or recoupment for any reason, including the unenforceability or invalidity of this Member Agreement, the bankruptcy, insolvency, liquidation or reorganization of the Consortium, any Event of Default or withdrawal under this Member Agreement by any other Member, any breach by the Consortium or any other party of any obligation to the Member, whether under this Member Agreement, the Consortium

Manager Agreement or otherwise, or any indebtedness or liability at any time owing to the Member by the Consortium, or any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, or the destruction by fire or other casualty of the Consortium-Maintained City Equipment or Consortium Property or any portion thereof, commercial frustration of purpose, any change in the tax or other laws or administrative rulings or administrative actions by the United States of America or the State of Illinois or any political subdivision of either, the taking of title thereto or the use thereof by the exercise of the power of eminent domain or the termination of the Consortium Agreement.

12.6 Operating Reserve Account.

- (a) The Consortium shall establish and maintain an Operating Reserve Account in an amount determined by the Board of Directors. Within 30 days of the effective date of this Agreement, the Consortium Manager will:
- a. Prepare an assessment of the Operating Reserve Account to determine the balance necessary under the new invoicing and payment process, and
 - b. Review current capital ownership levels to rebalance as necessary based on actual usage.

(b) The Consortium shall establish and maintain an Operating Reserve Account in an amount determined by the Board of Directors. The Consortium will draw upon the Operating Reserve Account as a course of business to provide timely payments to the Consortium's service providers. Draws made in this manner will be replenished by the timely payments of the Members under this Member Agreement.

(c) The Consortium may also draw upon the Operating Reserve Account after a failure by a Member to pay or perform its obligation to cover any required payment, or to perform any other obligation of such Member under this Member Agreement. A defaulting Member shall not be entitled to prior notice of or have the right to consent to any draw from the Operating Reserve Account, and shall immediately replenish the Operating Reserve Account and reimburse the Consortium and the non-Defaulting Members, if applicable, for any costs and penalties associated with the draw therefrom.

(d) The Consortium may establish the Operating Reserve Account by actual Member deposits, surcharges, advanced invoicing, letters of credit, loans, or by securing a line of credit. The Operating Reserve Account deposits shall be held by such institutions, and the monies therein invested, as the Consortium shall determine.

12.7 Operating Reserve Account Charge.

(a) The costs associated with the establishment and maintenance of the Operating Reserve Account, other than the costs associated with a Member's default, shall be part of the the Consortium's management and administration expenses.

(b) For accounting purposes, payments and contributions to the Operating Reserve Account shall not be considered revenues of the Consortium.

ARTICLE 13. DEFAULT

13.1 Events of Default and Termination.

An Event of Default with respect to a Member shall exist if any one or more of the following events shall occur:

(a) The failure of the Member to pay any amount when due under this Member Agreement in accordance with the terms hereof, which failure continues unremedied for 10 (ten) calendar days following a Member's receipt of written notice of the amount overdue; or

(b) The failure by the Member punctually and properly to perform any covenant (other than that specified in Section 13.1(a)), agreement, obligation, term or condition contained herein which is not cured within 30 (thirty) calendar days of notice from the Consortium; or

(c) The Member shall (i) commence a voluntary case under any chapter of the Federal Bankruptcy Code (11 U.S.C. §101, *et seq.*, as amended) as now or hereafter in effect, or shall consent to (or fail to controvert in a timely manner) the commencement of an Involuntary case against the Member under said Code; (ii) institute proceedings for liquidation, termination, dissolution, rehabilitation, readjustment or composition (or for any related or similar purpose) under any law (other than the Federal Bankruptcy Code as now or hereafter in effect) relating to financially distressed debtors, their creditors or property, or shall consent to (or fail to controvert in a timely manner) the institution of any such proceedings against the Member; (iii) make an assignment for the benefit of creditors or enter into any arrangement for the adjustment or composition of debts or claims; (iv) apply for or consent to the appointment of, or the taking possession by, a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of itself or any of its property; or (v) take corporate action for the purpose or with the effect of authorizing, acknowledging or confirming the taking or existence of any action or condition specified in clause (i), (ii), (iii) or (iv) above; or

(d) The Member shall be insolvent (within the meaning of any applicable law), or shall be unable, or shall admit in writing its inability, to pay its debts as they become due, or take corporate action for the purpose or with the effect of authorizing or confirming the taking or existence of any action or condition specified in this Section 13.1(d); or

(e) A court or other governmental authority or agency having jurisdiction shall enter a decree or order (i) for the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Member of any part of its property, or for the winding-up or liquidation of its affairs, and such decree or order shall remain in force undischarged and unstayed for a period of more than thirty (30) calendar days or (ii) for the sequestration or attachment of any material part of the property of the Member without its unconditional return to the possession of the Member or its unconditional release from such sequestration or attachment within thirty (30) calendar days thereafter; or

(f) A court having jurisdiction shall enter an order for relief in any involuntary case commenced against the Member under the Federal Bankruptcy Code as now or hereafter in

effect, and such order shall remain in force undischarged and unstayed for a period of more than thirty (30) calendar days; or

(g) A court or other governmental authority or agency having jurisdiction shall enter a decree or order approving or acknowledging as properly filed or commenced against the Member a petition or proceedings for liquidation, rehabilitation, readjustment or composition (or for any related or similar purpose) under any law (other than the Federal Bankruptcy Code as now or hereafter in effect) relating to financially distressed debtors, their creditors or property, and such petition or proceedings shall not be dismissed within thirty (30) calendar days of the date of filing or commencement.

13.2 Consequences of Default.

(a) Report to Consortium. If any Member knows of an Event of Default or of facts that lead it to believe an Event of Default has occurred, then it shall use its best efforts immediately to provide notice in writing to the Consortium.

(b) Notice of Defaulting Member. The Consortium shall give notice to the defaulting Member and any other person entitled thereto as soon as practicable after there has been an Event of Default under this Member Agreement. Such Member shall have ten (10) calendar days (or such longer period as is permitted under this Member Agreement) from the date of such notice in which to cure such Event of Default. (If the end of a ten (10) day calendar cure period ends on a non-Business Day, the cure period shall be extended to the next Business Day.) If such Event of Default has not been cured within the ten (10) calendar days (or longer, if permitted by this Member Agreement) period, the defaulting Member shall be retroactively billed by the Consortium as a Non-Member User from the date of the Event of Default and shall continue to be billed as a Non-Member User until one (1) month after the defaulting Member has cured the Event of Default if, during such one (1) month period, the Member has paid when due all monies owed the Consortium and has otherwise cured the Event of Default and performed all of its obligations hereunder. As an additional remedy hereunder, the Consortium may terminate the membership of such defaulting Member pursuant to this Member Agreement, and thereupon, the defaulting Member shall cease to be a Member hereunder. In the event that a Member has filed for protection under the laws protecting creditors, such Member shall have sixty (60) calendar days in which to assume this Member Agreement, and if such assumption is not made within sixty (60) calendar days, such defaulting Member shall be treated as a Non-Member User. Such defaulting Member, during the period of any Event of Default under this Member Agreement, shall remain subject to all obligations herein as a Member but shall have no rights to vote as a Member nor shall its Member Representative vote as a Member with respect to the Consortium or hold a seat on the Management Committee nor shall its Usage be counted respecting a Consortium Majority-In-Interest, a Consortium Super Majority-In-Interest or otherwise in connection with any voting. Notwithstanding anything to the contrary contained in this Member Agreement, calculation of a Consortium Majority-In-Interest or Consortium Super Majority-In-Interest in voting with respect to a defaulting Member shall not include the Usage of such defaulting Member in the aggregate Usage of all Members nor count such defaulting Member as a Member. A Member which has defaulted under this Article 13 shall not be relieved

of any of the responsibilities, liabilities or obligations of a Member hereunder because of its default.

(c) Collection. The Consortium shall have a claim, which the Consortium Manager is authorized to pursue and collect, against any defaulting Member in an amount equal to any payment due, together with costs associated with any draw on the Operating Reserve Account, interest on the defaulted payment amount from the date it was due, and expenses of collection as provided herein, including amounts due or owed to non-defaulting Members as provided in Section 13.2(b) hereof. Such claim may be enforced, immediately upon the occurrence of and after any default of a Member, by: (i) terminating the defaulting Member's right to use Consortium Property and Consortium-Provided-to-Airlines Services; and (ii) pursuing any and all other legal or equitable remedies available to the Consortium, the Consortium Manager, the Maintenance and Service Operator, or the Consortium Contractors.

13.3 Reimbursement.

In the event that the Members have been required to pay on behalf of a defaulting Member, the Members shall be reimbursed by the Consortium, *pro rata*, according to the respective amounts advanced as monies are collected from a defaulting Member.

13.4 Costs.

The defaulting Member shall be liable for all reasonable costs and expenses, including reasonable attorneys fees and disbursements at trial or on appeal, expended in order to collect or attempt to collect any amounts due or owed. Any amounts due from or owed by a defaulting Member hereunder may be offset against any amounts otherwise payable to such defaulting Member by the Consortium.

ARTICLE 14. CONSORTIUM-MAINTAINED CITY EQUIPMENT; CONSORTIUM PROPERTY

14.1 Consortium-Maintained City Equipment.

The Consortium shall use, operate and maintain the Consortium-Maintained City Equipment in accordance with the provisions of this Member Agreement and the Consortium Agreement.

14.2 Consortium Property.

The Consortium shall arrange for the transfer, purchase, lease or other acquisition of Consortium Property to be used for Consortium operations as well as Consortium Property to be used by the Members and Non-Members at the Airport in accordance with the terms of this Agreement. Consortium Property may be acquired by agreement of a Super Majority-In-Interest of the Members if involving an expenditure of more than One Hundred Thousand Dollars (\$100,000), and by a Majority-In-Interest if involving an expenditure of One Hundred Thousand Dollars (\$100,000) or less.

ARTICLE 15. LIABILITY, EXCULPATION AND INDEMNIFICATION

15.1 Member Liability Related to Consortium-Maintained City Equipment and Consortium Property Use.

Each Member (the "Indemnitor") shall defend, indemnify, and hold harmless Covered Persons against and from any and all liability, claims, suits, judgments, losses, damages, settlements or costs (including reasonable attorneys' fees and expenses) for injuries to or deaths of persons or loss of or damage to property (including financial loss) arising from: (i) the use of the Consortium-Maintained City Equipment by the Indemnitor or its employees, agents, contractors, or invitees; or (ii) any failure by the Indemnitor to pay all amounts when due or any other breach by the Indemnitor of this or any related agreement. The Indemnitor shall accept and defend all such claims and suits regardless of the merit thereof (including investigation, pleading, discovery, motions, trial and appeal) at Indemnitor's sole cost and expense, and including any settlement thereof. The Covered Persons shall cooperate in the defense as reasonably requested by the Indemnitor at the Indemnitor's expense. Indemnitor's obligation and Covered Persons' rights under this Section 15.1 shall survive the withdrawal of Indemnitor as a Member or the termination of this Member Agreement. The foregoing shall not apply by reason of such Covered Person's own negligence or willful misconduct in respect of such liability, claims, suits, judgments, losses, damages, settlements or costs.

15.2 Consortium Liabilities.

(a) Except as otherwise provided, the debts, obligations and liabilities of the Consortium, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Consortium, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Consortium solely by reason of being a Covered Person.

(b) To the fullest extent permitted by applicable law, but without limiting the provisions of Sections 15.1 and 15.5, a Member, in its capacity as Member, shall have no liability in excess of (a) the amount of its Capital Contributions, (b) its share of any assets and undistributed profits, if any, of the Consortium, (c) its obligation to make other payments expressly provided for in this Member Agreement, and (d) the amount of any distributions wrongfully distributed to it.

(c) In the event that one or some but not all Members or Covered Persons are named in an action against the Consortium related to Consortium debts, liabilities or obligations, the named Covered Persons shall have the right to interplead all Members of the Consortium in the action and shall be entitled to indemnification by the Consortium for any loss, cost, liability or expense related to being so named pursuant to Section 15.5 and 15.6 below.

15.3 Exculpation.

(a) No Covered Person shall be liable to the Consortium or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Consortium or as a Member Representative to the Board of Directors or the Management Committee and in a manner reasonably believed to

be within the scope of authority conferred on such Covered Person by or pursuant to this Member Agreement or as a Member Representative to the Board of Directors or the Management Committee, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's negligence or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Consortium and upon such information, opinions, reports or statements presented to the Consortium or such Covered Person by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Consortium or such Covered Person, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

15.4 Fiduciary Duty.

To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Consortium or to any other Covered Person, a Covered Person acting under this Member Agreement shall not be liable to the Consortium or to any other Covered Person for its good faith reliance on the provisions of this Member Agreement and, to the fullest extent permitted by law, shall not be liable for monetary damages for breach of any such duties. Duties (including fiduciary duties) and liabilities, whether existing at law or in equity, of Covered Persons, are hereby restricted to the fullest extent permitted by law. The parties hereby agree that the provisions of this Member Agreement that restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity (including the provisions of the foregoing sentence) are intended by the parties hereto to replace and restrict such other duties and liabilities of such Covered Person.

15.5 Indemnification by the Consortium.

To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Consortium for any loss, expense (including reasonable attorneys' and other professionals' fees), damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Consortium and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Member Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any such loss, expense, damage or claim incurred by such Covered Person by reason of such Covered Person's own negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 15.5 shall be provided out of and to the extent of Consortium assets only, and no Covered Person shall have any personal liability on account thereof.

15.6 Expenses.

To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding, other than a claim, demand, action, suit or proceeding under Section 15.1, shall be advanced by the Consortium from time to time prior to the final disposition of such claim, demand, action, suit or

proceeding upon request therefor by such Covered Person and receipt by the Consortium of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by a court of competent jurisdiction that the Covered Person is not entitled to be indemnified as authorized in Section 15.5 hereof.

15.7 Insurance.

The Consortium shall purchase and maintain insurance, to the extent and in such amounts as outlined in the Consortium Agreement, on behalf of Covered Persons and such other persons against liabilities that may be asserted against or expenses that may be incurred by any such person in connection with the activities of the Consortium or indemnities. The Consortium may enter into indemnity contracts with Covered Persons and such other persons as a Majority-In-Interest shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 15.5 hereof and containing such other procedures regarding indemnification as are appropriate.

15.8 Outside Businesses.

Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Consortium, and the Consortium and the Members shall have no rights by virtue of this Member Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Consortium, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Consortium even if such opportunity is of a character that, if presented to the Consortium, could be taken by the Consortium, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity. A Member shall, however, disclose to the other Members any benefits or advantages that may accrue to it on account of a decision or action to be taken by the Consortium (other than any benefits or advantages accruing because of its Membership in the Consortium).

ARTICLE 16. WITHDRAWAL

16.1 Cessation of Operations.

If a Member decides to withdraw from this Member Agreement (subject to the limitations set forth in Section 16.4 hereof), that Member (hereinafter "Withdrawing Airline") may submit a written "Notice of Withdrawal" to the Consortium no less than sixty (60) calendar days prior to the date on which such Member shall withdraw, which Notice of Withdrawal shall specify the desired Withdrawal Date.

16.2 Liabilities and Credits of Withdrawing Airlines. A Withdrawing Airline shall receive its ownership interest, as determined at the end of the Fiscal Year prior to its withdrawal, as payment from the Reserve Fund within sixty (60) days for its withdrawal. Except as set forth in Section 6.3, and Section 13.2, the last sentence of this Section 16.2 which sections shall survive

any termination of this Agreement, a Withdrawing Airline will not be liable for obligations of the Consortium. In the event that all Members have withdrawn from this Agreement, then each Air Carrier that has been a Member during the five (5) year period preceding such withdrawal shall be liable for obligations of the Consortium incurred prior to withdrawal of all Members to the extent that such Air Carriers aggregate usage during such five (5) year period or such shorter period of actual operation; provided however that in the calculation of such liability the provisions of Article 13 shall be applicable in the event of a default.

16.3 Termination.

Upon payment of the Withdrawal Commitment to the Consortium, and upon payment of all other amounts payable by the Withdrawing Airline, this Member Agreement shall terminate as to the Withdrawing Airline only.

16.4 Limitation on Withdrawal.

Notwithstanding anything herein to the contrary, no Member may withdraw from this Member Agreement under any of the following circumstances:

- (a) during any period of time when the Airport is shut down or inoperable for any reason;
- or
- (b) if immediately after such withdrawal, no Members would be a party to this Member Agreement.

ARTICLE 17. DISSOLUTION, LIQUIDATION AND TERMINATION

17.1 No Dissolution.

The Consortium shall not be dissolved by, and the Consortium shall continue without dissolution or the winding up of its affairs in the event of the occurrence of any one or more of the following events: the admission of one or more Additional Members; the termination or withdrawal of one or more Members; any Member ceasing to be a Member of the Consortium; or the bankruptcy, insolvency or dissolution of one or more Members.

17.2 Events Causing Dissolution.

Subject to the restrictions on dissolution found in Article 3 of this Agreement, the Consortium shall be dissolved and its affairs shall be wound up only upon the occurrence of any of the following events:

- (a) the written consent of a Consortium Super Majority-In-Interest of Members to such dissolution; or
- (b) the entry of a decree of judicial dissolution.

17.3 Liquidation.

Upon dissolution of the Consortium, the Members shall carry out the winding up of the Consortium and shall immediately commence to wind up the Consortium's affairs; provided,

however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Consortium and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(a) to creditors of the Consortium, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Consortium (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for distributions to Members and former Members; and

(b) after the foregoing distributions, any remaining balance according to the proportion that each then-Member's Usage bears to the total of all then-existing Members' Usage, with Usage determined as the aggregate amount of Usage for the two (2) years immediately preceding the month of such distribution (or such shorter period of actual operation of the Consortium). Notwithstanding the foregoing, there shall be set off against the amount otherwise distributable to any Member any and all amounts owed to the Consortium by such Member.

17.4 Termination.

The Consortium shall terminate when all of the assets of the Consortium, after payment of or due provision for all debts, liabilities and obligations of the Consortium, shall have been distributed to the Members in the manner provided for in this Article 17 and the Certificate shall have been canceled.

17.5 Claims of the Members.

The Members shall look solely to the Consortium's assets for the return of their Capital Contributions in accordance with Section 17.3, and if the assets of the Consortium remaining after payment of or due provision for all debts, liabilities and obligations of the Consortium are insufficient to return such Capital Contributions, the Members shall have no recourse against the Consortium or any other Member. In accordance with Section 6.1(f), former Members shall have no right to a return of their Capital Contribution at the time of dissolution, liquidation or termination.

17.6 Limitations on Distribution.

Notwithstanding any provision to the contrary contained in this Member Agreement, the Consortium shall not make a distribution to any Member on account of its Interest if such distribution would violate applicable law.

ARTICLE 18. MISCELLANEOUS

18.1 Covenant to Sign Documents.

Each Member covenants, on behalf of itself, its successors and assigns, to execute, with acknowledgment or affidavit if required, any and all documents and writings, and any opinions, which may be reasonably necessary or expedient in the implementation of this Member Agreement.

18.2 Attorneys' Fees.

In the event any dispute among the parties hereto should result in litigation, the prevailing party shall be reimbursed for all reasonable costs including reasonable attorneys' fees.

18.3 Notices.

All notices provided for in this Member Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered by hand, mailed via an overnight courier service, telecopied or mailed by registered or certified mail, as follows:

(a) if given to the Consortium at the address specified of this Member Agreement as such address may be changed from time to time pursuant to this Section 18.3; or

(b) if given to any Member at the address designated from time to time by written notice to the Consortium.

All such notices shall be deemed to have been given when received.

18.4 Counterparts.

This Member Agreement may be executed in any number of counterparts and by the various Members on separate counterparts, all of which taken together constitute one and the same Instrument. A signed counterpart is as binding as an original.

18.5 Applicable Law.

This Member Agreement is to be governed by and construed under the laws of the State of Illinois with regard to the organization and internal affairs of the Consortium and the liability and authority of its Members and any managers

18.6 Not a Partnership or Joint Venture.

Except to the extent expressly provided by this Member Agreement, neither this Member Agreement nor the relationship of the Members as a consequence of their participation in: (i) the Consortium; (ii) this Member Agreement; (iii) the maintenance and operation of the Consortium-Maintained City Equipment and the Consortium Property; (iv) and the provision of the Consortium-Provided Services, creates a partnership, joint venture or agency relationship between the parties to this Member Agreement. No Member shall have power or authority to bind the Consortium. No Member may commit any other Member or the Consortium to any debt or obligation of any type whatsoever other than as specifically provided in and pursuant to the procedures set forth in this Member Agreement or in other documents signed by or binding on a Member or the Consortium.

18.7 Amendments.

(a) Except as described in Subsection (b) below or otherwise expressly indicated herein, this Member Agreement may be amended only by the Members constituting a Super Majority-In-Interest. An amendment shall be effective only if evidenced by a writing which sets forth the

text of the amendment and which is signed by the requisite number of Members approving the amendment.

(b) Each party hereto, by execution of a counterpart of this Member Agreement, consents to the addition of other Members from time to time pursuant to Article 5.

18.8 Assignment.

The rights and obligations of any Member hereunder may not be pledged, encumbered, assigned or transferred in any way, except to a transferee of such Member's Interest in the Consortium. Subject to this restriction on assignment, the obligations hereunder are binding on the successors and assigns of each Member.

18.9 U.S. Currency.

Any payments required by this Member Agreement from one party to any other shall be made with U.S. Dollars in locally collectible funds.

18.10 Entire Agreement.

This Member Agreement represents the parties' entire agreement. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Member Agreement.

18.11 Severability.

If any provision of this Member Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void (including in the event of a bankruptcy of any Member), that provision, to the extent necessary shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the parties hereto, it being agreed and understood by the parties hereto that (a) this Member Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by law, and (b) the remainder of this Member Agreement shall remain in full force and effect.

18.12 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Member Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

18.13 Limitation of Rights.

Nothing in this Member Agreement expressed or implied is intended or shall be construed to give to any person other than the Members any legal or equitable right, remedy or claim under or in respect of this Member Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Members.

SIGNED AND AGREED:

CHICAGO AIRLINES TERMINAL CONSORTIUM

By: _____
Chairperson of the Board of Directors

MEMBER: _____,
Airline Name

A _____ organized under the laws of _____

By: _____

Name: _____

Title: _____

Member Address for Notices:

MEMBER AGREEMENT

EXHIBITS

- Exhibit A: Existing Members
- Exhibit B: Voting Requirements Index
- Exhibit C: Consortium-Maintained City Equipment, Consortium Property and Consortium-Provided Services
- Exhibit D: Cost Centers and Formulas for Consortium-Provided Services Calculation of Usage

**EXHIBIT A
TO MEMBER AGREEMENT**

EXISTING MEMBERS

Aer Lingus
AeroMexico
Air Berlin
Air France
Air India
Alitalia
All Nippon
American
Asiana
Austrian
British Airways
Cathay Pacific
China Eastern
Copa
Delta Airlines
Emirates
Etihad
Eva
Frontier
Hainan
Iberia
IcelandAir
InterJet
Japan Airlines
KLM
Korean Airlines
Lot-Polish
Lufthansa
Qatar
Royal Jordanian
SAS
Swiss International Airlines

TACA

Turkish Airlines

United Airlines

Virgin Atlantic

Volaris

WestJet

**EXHIBIT B
TO MEMBER AGREEMENT**

VOTING REQUIREMENTS INDEX

Consortium Majority-In-Interest

Section	Action
Definitions	Select Auditor
Definitions	Approve Withdrawal Date
4.3	Member security deposit requirement
6.1(d)	Refund pro-rata share of Capital Contribution paid by Additional Member
6.1(e)	Approval of Additional Capital Contribution
7.3	Reimburse Members for incurring Consortium Expenses
8.2(b)	Approve action without meeting
8.2(d)	Select Maintenance and Service Operator, Consortium Contractors, Consortium Manager
8.2(i)	Approve any action of the Board of Directors
8.3	Elect a Chairperson and a Vice Chairperson
8.3	In the absence of the Chairperson and Vice Chairperson, elect a meeting chairperson
8.3	Categorize expenditures as Extraordinary Costs
8.4	Authorize Contracts
8.5(a)	Select and Remove Management Committee
8.6(a)	Select and Remove Operations Committee
8.6(c)	Operations Committee Voting
10.3	Approve Equipment Access Agreement
11.1	Approve selection of Consortium Manager, and approve Consortium Manager Agreement
11.3	Approve selection of Maintenance and Service Operators and Consortium Contractors, and approve Maintenance and Operating Agreements and Consortium Contractor Agreements
12.2(b)	Allocation of Extraordinary Costs
12.4(c)	Call meeting to discuss rate adjustments and revisions
14.2	Acquire Consortium Property for \$100,000 or less
15.7	Obtain Insurance

**EXHIBIT B
TO MEMBER AGREEMENT**

VOTING REQUIREMENTS INDEX

Consortium Super Majority-In-Interest

Section	Action
Definitions	Define Usage
Definitions	Consortium-Provided-to-Airlines Services Charge definition change
8.2(b)	Approve action without meeting
14.2	Acquire Consortium Property for more than \$100,000
17.2(a)	Vote to Dissolve
18.7(a)	Amend Member Agreement

**EXHIBIT C
TO MEMBER AGREEMENT**

**CONSORTIUM-MAINTAINED CITY EQUIPMENT, CONSORTIUM PROPERTY AND
CONSORTIUM-PROVIDED SERVICES**

Consortium-Maintained City Equipment

APC Kiosks
Backwall Displays
Baggage Claim Carrousel – Domestic
Baggage Claim Carrousel – International
Baggage Information Displays (BIDS)
Baggage Make-up System
Baggage Scales
Check-in Kiosks
Chiller Rooms
Dumb Waiters
Electric Charging System
Flight Information Displays (FIDS)
Gate Guidance System
Gate Podium Millwork
Ground Equipment Staging Equipment
Ground Power Units
Passenger Loading Bridges
Potable Water Closets
Pre-Conditioned Air System
Ramp Tower Equipment
Share Equipment Technology (SET)
Ticket Counter Informational Displays
Ticket Counter Millwork
Triturator Facility
UPS Backup Systems
Mobile Scanners

Consortium-Provided Services to Airlines

Baggage Make-up System Operation and Maintenance Services
Common Use Passenger Processing Services (CUPPS)
Custodial Services
Gate Scheduling Management Services
General Management and Administration Services
Passenger Assistance Services
Passenger Loading Bridge Operation and Maintenance Services
Ramp Tower Management Services

Ticket Counter Management Services
TSA Baggage Assistance Services
Untagged Bag Location Services
Wheelchair Services

Consortium-Provided to City Services

International Waste Disposal
Passenger Busing

**EXHIBIT D
TO MEMBER AGREEMENT**

**COST CENTERS AND FORMULAS FOR MAINTAINANCE OF CONSORTIUM-
MAINTAINED CITY EQUIPMENT AND CONSORTIUM-PROVIDED SERVICES
CALCULATION OF USAGE**

Until changed by a Super Majority-In-Interest, each Member's Usage for Consortium-Provided-to-Airlines Services shall be determined as follows:

- A. Member Participation. Members may individually elect to opt out of any direct cost service provided by the Consortium, if the Member is independently able to effectively provide a similar service for themselves. Members will not be charged for costs included in a cost center cost allocation if they have opted out of the services included in that cost center. Members may opt out of a service provided by the Consortium, by providing thirty (30) day prior written notice to the Consortium in accordance with Section 18.3. Members who have opted out of a service provided by the Consortium may also opt back in for that service, by providing thirty (30) day prior written notice to the Consortium in accordance with Section 18.3.
- A. Non-Member Participation. Non Members will pay a premium of 125% of the Member Rate for Consortium-Provided-to-Airlines Services.
- B. Rate Methodology. The rate methodology outlined below will be effective July 1, 2018. The rate methodology from May 12, 2018 to June 30, 2018 will be consistent with the methodology set forth in the Airline Use and Lease Agreements, including Section 8.18 (Transition Period Rates and Charges) therein.
- C. Cost Centers. The following cost centers are established:
- **Consortium Management and Administration Cost Center** means the management and administrative costs and expenses of the Consortium attributable either as a Direct Cost to one of the functional cost centers outlined, or as an Indirect Cost of the Consortium. The Consortium Management and Administration costs shall be allocated to each City-Invoiced Cost Center in accordance with Financial Accounting Protocols.
 - Consortium Management and Administration costs shall be allocated based upon the prorata share of the Direct Costs allocated to each Cost Center.

Consortium-Provided-to-City Services – established for the purpose of cost allocations for Consortium invoicing to City.

- **Scheduling Manager Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to Scheduling Manager Services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **Ramp and Tower Management Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to Ramp Manager & Ramp Tower Manager Services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center
- **Passenger Bussing Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to passenger bussing services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.

Consortium-Provided-to-Airlines Services – established for the purpose of cost allocations for Consortium invoicing to Users.

- **Passenger Assistance Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to passenger assistance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center. User charges for this Passenger Assistance Cost Center shall be based on the User's proportionate share of total Users' departing passengers.
- **Wheelchair Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to wheelchair services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center. User charges for this Wheelchair Cost Center shall be based on the User's proportionate share of total Users' request for wheelchairs.
- **TSA Baggage Assistance Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to TSA baggage assistance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center. User charges for this TSA Baggage Assistance Cost Center shall be based on the User's proportionate share of total Users' departing passengers.
- **Untagged Bag Location Services Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to untagged bag location services provided by the Consortium plus an allocation of the

Consortium Management and Administration Cost Center. User charges for this TSA Baggage Assistance Cost Center shall be based on the User's proportionate share of total Users' request for bag location.

- **Deicing Pad Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to deicing pad services and glycol storage provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center. User charges for this Deicing Pad Cost Center shall be based on the User's proportionate share of total Users' deicing services usage and storage of glycol.
- **International Waste Disposal Cost Center** - means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to international waste disposal services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center. User charges for this International Waste Disposal Cost Center shall be based on the User's proportionate share of total Users' arriving passengers.

Consortium-Maintained City Equipment Cost Centers – established for the purpose of cost allocation for City invoicing.

- **Common Use Baggage Claim Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to common use bag claim operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **Domestic Common Use Baggage Make-up Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to domestic common use baggage makeup operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **Domestic Common Use Check-in Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to domestic common use check-in related contract costs and services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **Domestic Common Use Gate Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to domestic common use gate operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.

- **FIS Facilities Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to Federal Inspection Services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **International Common Use Baggage Claim Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to international common use bag claim operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **International Common Use Baggage Make-up Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to international common use bag makeup operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **International Common Use Check-in Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to international common use check-in related contract costs and services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **International Common Use Gate Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to international common use gate operation and maintenance services provided by the Consortium plus an allocation of the Consortium Management and Administration Cost Center.
- **Passenger Loading Bridge Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to maintenance and operations services provided by the Consortium for passenger loading bridges plus an allocation of the Consortium Management and Administration Cost Center.
- **Other City Equipment Cost Center** means the allocation of costs and expenses of the Consortium, if any, for those Direct Costs attributable to maintenance and operations services provided by the Consortium for other Consortium Maintained City Equipment plus an allocation of the Consortium Management and Administration Cost Center.

EXHIBIT E

KEY PERSONNEL

- Executive Director, or equivalent position, of the Scheduling Manager

EXHIBIT F – CITY-DELINATED CONTRACT REQUIREMENTS

Capitalized terms not defined in this Exhibit F shall have the meanings ascribed thereto in the Agreement.

In addition to all other requirements set forth in this Agreement or those imposed by law, Consortium shall comply and shall include in all of its Contracts requirements consistent with the City's requirements for affirmative action, equal opportunity, and such other requirements it imposes on contractors on City construction projects as the City may identify. These requirements are those set forth in this exhibit which may be unilaterally revised by the City from time to time.

In addition to complying with the requirements in this Exhibit F, in carrying out its responsibilities with respect to any Contract, Consortium shall comply with all indemnification, insurance, and environmental requirements in this Agreement, which requirements are incorporated into and made a part of this Exhibit F.

Consortium shall cause Consortium Contractors to execute a Contractor's Affidavit in the form provided by the City, and if requested by the City, to cause Consortium Contractors to complete an "Economic Disclosure Statement and Affidavit." Additionally, if form contract language is provided by the City either in this exhibit or any applicable reimbursable agreement between the City and Consortium, Consortium must use that language in its Contracts. Submission of such other information or reports regarding Consortium Contractors as may be required by the City will be a condition of payment for any reimbursable agreement associated with a Contract.

Unless expressly excepted below, Consortium shall comply with the requirements set forth in this Exhibit F in all Contracts with Consortium Contractors, regardless of whether such Contracts are subject to a Reimbursement Agreement.

Provisions required by Applicable Laws and/or Airport Rules to be inserted in a Contract shall be deemed inserted, whether or not they appear in that Contract or, upon application by either party, the Contract shall forthwith be amended by physically making such insertion; provided, however, in no event shall the failure to insert such provisions prevent the application or enforcement of such provisions or of the Contract.

1. Certification of Compliance with Laws

Consortium shall insure that the provision set forth below is inserted in all Contracts, and shall immediately inform the City of any disclosures pursuant to it:

"By entering into this contract, contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City of Chicago requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any

government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to Consortium."

2. Minority and Women Business Enterprise

Consortium shall provide for the participation of Minority and Women Business Enterprises in any Contract. To this end, Consortium shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Procurement Services for Minority and Women Business Enterprises, a goal for the award of Contracts with Consortium Contractors, and a reporting procedure agreeable to Consortium and the City.

(a) Policy

The following statement represents Consortium's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Consortium is committed to providing fair and representative opportunities for minorities and women and Minority and Women Business Enterprises in its work. Neither Consortium nor its Consortium Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of Contracts to be utilized for any of the work hereunder. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Contracts awarded by Consortium.

This policy shall be stated in all Contracts, circulated to all employees of Consortium and Consortium Manager in affected departments, and made known to minority and women entrepreneurs.

(b) Liaison

To ensure compliance and the successful management of Consortium's Minority and Women Business Enterprise program, Consortium shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Procurement Services. Further, all personnel of Consortium and Consortium Manager and all others with responsibilities in the supervision of Contracts for the Consortium are to see that actions are performed consistent with the affirmative action goals of this Agreement.

(c) Goals

The goals to be met by Consortium in any Contract hereunder shall be with utilization of Minority Business Enterprises ("MBE") and Women Business

Enterprises ("WBE") certified by the City of Chicago, subject to the availability of MBE and WBE capable of performing the work. These goals shall be administered in a manner to assure City and Consortium that: (1) the work shall be completed at a reasonable and acceptable cost to Consortium, (2) the work shall be completed on a reasonable and acceptable timetable to Consortium and City and, (3) the quality of the work shall be reasonable and acceptable to Consortium and City.

The goals of Consortium for participation by MBEs and WBEs in the Contracts shall be to achieve a minimum of MBE participation of 26% and WBE participation of 6%, based on the total contracted expenditures under the Contract, unless otherwise directed by the City.

Should Consortium determine that no MBE and WBE is capable or available to perform under the Contract, it shall notify the Commissioner specifying the type of work required and the reasons an MBE and/or WBE is not available to perform such work. Consortium shall also notify the Department of Procurement Services, which shall determine if any MBE and WBE are available to perform the Work needed. If the Department of Procurement Services determines that MBEs or WBEs are available to perform such work, it shall notify Consortium of such availability and Consortium will be required to utilize such MBE and WBE, to the extent the goals set forth above can be met.

(d) Eligibility

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago or Cook County as a certified MBE and/or WBE shall be eligible for purposes of meeting the goals established by this Agreement.

(e) Reporting

The Minority and Women Business Enterprise progress report required by this section shall be made on forms or on a format established by City and agreeable to Consortium. Such reports shall include the following items:

- (I) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;
- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

- (iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and
- (v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the work.

3. Illinois Equal Employment Opportunity Clause

Pursuant to 44 Ill. Admin. Code Part 750, Consortium must comply with the Equal Employment Opportunity clause found in 44 Ill. Admin. Code Part 750 Appendix A with respect to work to be reimbursed by the City and must require it to be included verbatim in all Contracts subject to a Reimbursement Agreement. Failure to comply with clause may cause Consortium to be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Reimbursement Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

4. Equal Employment Opportunity and Affirmative Action Plan

Consortium must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "EEO/AA Plan") for that work involving construction under Contracts, which plan is acceptable to City and Consortium.

Consortium shall establish participation goals in conformity with the Municipal Code § 2-92390, as amended from time to time, and any applicable state or federal EEO law.

5. Employment of City Residents

Consortium agrees to ensure that in the aggregated hours of work under any Contract involving construction work to be performed, at least 50% of the on-site worker hours in the category of construction laborers and at least 50% of the on-site worker hours in the category of skilled construction trade workers shall be residents of the City. The City may identify a required percentage of City residents who must reside in the project area (as defined by the City) and/or socio-economically disadvantaged areas of the City.

6. Prevailing Wage

Consortium must ensure that all Consortium Contractors comply with all applicable federal, state, and City wage laws. Unless identified otherwise by the City and with the exception of the Scheduling Manager Agreement, Consortium Contracts call for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages

plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the IDOL web site for revisions to prevailing wage rates. With the exception of the Scheduling Manager, Consortium must require all Contractors and subcontractors to comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

As a condition of making payment under a Reimbursable Agreement, the City may require Consortium to require Consortium Contractor(s) to submit affidavit(s) to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on the Contract in accordance with Illinois law.

7. Performance Bonds, Retainage, and Prompt Payment of Subcontractors

Contract requirements for performance bonds and retainage must be consistent with City requirements for its own construction work as set by ordinance. Prompt payment of subcontractors requirements must be consistent with City policy, currently requiring payment of subcontractors within seven days of payment to the prime contractor.

8. Bid incentives

The City has several bid preferences and incentives, as well as mentor-protégé programs and other programs for economic and/or workforce development or other purposes (e.g. preferences for veteran-owned businesses, clean diesel, apprentice utilization, etc.) which it may require Consortium to implement in the context of bidding a Contract.

9. Reporting and Compliance

In the event that there are Contracts subject to this Agreement, at quarterly intervals, beginning ninety (90) days following the execution of this Agreement, Consortium shall submit to City progress reports on forms or on a format established by City's Department of Procurement Services and agreeable to Consortium, that provide required information concerning Consortium compliance with Consortium's MBE/WBE requirements, EEO and Affirmative Action Plan, and other City programs. This may include utilization of one or more City computer reporting systems.

10. Americans With Disabilities Act

Consortium shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Consortium Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

A. Designs

"The Consultant warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. ("ACAA"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 III. Adm. Code Ch. 1, Sec. 400.110 et seq.; and all other applicable statutes, rules, regulations and executive orders. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility."

B. Construction Contracts

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P42 U.S.C. sec. 12102 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAG"); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. ("ACAA"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71111. Adm. Code Ch. I, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify the Consortium and the City in the event that the plans and specifications are not in compliance with the above referenced standards."

11. Clean Diesel Contracting, Municipal Code Section 2-92-595

If a Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of the Contract is \$2,000,000 or more, the Consortium Contractor and any subcontractors must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595, as if the Contract were awarded by the City.

12. Safety Enhancing Vehicle Equipment Contracting, Municipal Code Section 2-92-597

If the estimated value of a Consortium project is \$2,000,000 or more, and is for construction work or otherwise involves the use of Large Vehicles as defined in MCC Section 2-92-597, the Consortium Contractor and any subcontractors must comply with the Safety Enhancing Vehicle Equipment Contracting Ordinance, MCC Section 2-92-597, as if the Contract were awarded by the City.

13. Non-Responsible Bidder

Prior to awarding any Contracts associated with a Reimbursement Agreement, Consortium must provide City with the names of vendors who may be awarded such contracts. Consortium agrees that no Contracts shall be awarded to persons or corporations identified on City's list of non-responsible bidders, nor shall such persons or corporations be used as subcontractors, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation. Consortium further agrees that no Contracts or Subcontracts shall be awarded to persons or corporations that would be ineligible for contracting with the City based on federal or state law.

Consortium will comply with, and require any Consortium Contractor to comply with Section 2-92-320 of the Municipal Code of Chicago as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity:

- (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or
- (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
- (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or
- (d) has violated Municipal Code of Chicago Section 2-92-610; or
- (e) has violated any regulation promulgated by the Chief Procurement Officer of the City of Chicago that includes ineligibility as a consequence of its violation; or
- (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the Municipal Code of Chicago; or
- (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 of the Municipal Code of Chicago for a definition of affiliated agency, and a detailed description of the conditions which would permit the Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

14. Federal No-Business List

Consortium shall include the following language in all Contracts:

"Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

'Affiliate' means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

15. Contracting Authority of Consortium

Nothing contained herein shall be deemed to supersede the authority and responsibility which may otherwise be granted to Consortium with respect to the contracting process for the work.

EXHIBIT G

COMPLIANCE WITH OTHER LAWS

Section 1. General Provisions

(A) Consortium shall comply, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement (regardless of whether they are reimbursed by the City) a requirement that its Consortium Contractors comply, with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Consortium agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Consortium shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Consortium Contractors execute, such affidavits and certifications as shall be required by the City setting forth Consortium's and its Consortium Contractor's, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Consortium Contractor is a partnership or joint venture, Consortium shall also include provisions in its agreement with Consortium Contractor insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) The City may unilaterally revise this Exhibit from time to time.

Section 2. Federal Nondiscrimination Requirements

(A) Consortium acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), 49 CFR Part 21, 49 U.S.C. § 47123, 28 CFR § 50.3 and other acts and regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation ("DOT") (collectively, and including all amendments thereto, the "Title VI Pertinent Nondiscrimination Acts and Authorities," and listed below) as a condition precedent to receiving Federal financial assistance from FAA for certain Airport programs and activities. The City is required under the Acts and Regulations to include in this Agreement, and Consortium agrees to be bound by, the following covenants and requirements:

i. Consortium, for itself, its assignees and successors in interest, covenants and agrees to comply with pertinent statutes, Executive Orders and such rules as are

promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA. In the event of Consortium's breach of any of the above Nondiscrimination covenants, the City shall have the right to terminate this Agreement.

ii. Consortium, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Consortium will use the premises in compliance with all other requirements imposed by or pursuant to the list of Nondiscrimination Acts and Authorities.

iii. In the event of Consortium's breach of any of the nondiscrimination covenants described in subsection (ii), above, the City shall have the right to terminate this Agreement. This subparagraph (iii) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

iv. Consortium shall include these subsections (i) through (iv), inclusive, in Consortium's Contracts, and shall require that its Consortium Contractors and others similarly include these statements in their applicable contracts.

(B) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Consortium, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

(C) Nondiscrimination in Contracting Activities

i. Consortium, with regard to any contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Any contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations.

ii. In all solicitations, either by competitive bidding, or negotiation made by Consortium or its contractor for work to be performed under a contract or subcontract, including procurements of materials, or leases of equipment, each potential contractor, subcontractor or

supplier will be notified by the contractor of Consortium and contractor's obligations under the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Section 3. State Nondiscrimination Requirements

Consortium must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Consortium must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and all other applicable state laws, rules, regulations and executive orders.

Section 4. City Nondiscrimination Requirements

(A) Consortium must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

(B) Further, Consortium must furnish, or cause each of its Consortium Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

Section 5. Affirmative Action

Consortium assures that: (a) it shall undertake an affirmative action program as required by all federal, state and local laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 5 in Consortium's Contracts and other applicable documents under this Agreement, and shall require that its Consortium Contractors and others similarly include these statements in their subcontracts and applicable documents.

Section 6. Safety and Security

(A) Consortium expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 49 CFR Part 1542, "Airport Security," as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. Consortium expressly acknowledges its

responsibility to provide security with respect to airplane operations in accordance with 49 CFR Part 1544, "Aircraft Operator Security," as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport's approved security program.

(B) All employees providing services at the Airport must be badged by the City, as provided below in Section 7, "Airport Security Badges." Consortium, Contractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consortium, its Contractors, their respective employees, invitees and all other persons under the control of Consortium must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(C) All gates and doors that permit entry into restricted areas at the Airport must be kept locked at all times when not in use or under constant security surveillance. Consortium shall ensure that such gates and doors within its Premises are kept locked at all times when not in use or under Consortium's constant security surveillance. Any gate or door malfunctions discovered by Consortium must be reported to the Commissioner without delay and must be kept under constant surveillance, in the case of malfunctions within its Premises, until the malfunction is remedied, or in the case of other malfunctions, until relieved by a responsible party.

(D) Consortium shall ensure that the following provision is inserted in all contracts entered into with any Contractors and with any labor organizations who furnish skilled, unskilled and craft union skilled labor, or who may provide any materials, labor or services in connection with this Agreement:

"Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. Part 1542 and all other applicable rules and regulations promulgated thereunder. In the event that Consortium, or any individual employed by Consortium, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Consortium shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Consortium shall, notwithstanding anything

contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications.”

Section 7. Airport Security Badges

(A) As part of Airport operations and security, Consortium must obtain from the Airport badging office Airport Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Consortium has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Consortium is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his or her designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Consortium must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working under this Agreement.

(B) As provided in Section 6 above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (“CHRC”) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

(C) Airport Security Badges, Vehicle Permits and Driver’s Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Consortium will be jointly and severally liable for any fines imposed on its employees or its Consortium Contractors’ employees at the Airport by the City.

(D) In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver’s Licenses must be adhered to:

i. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the Airport.

ii. All individuals operating a vehicle on the Aircraft Operations Area (“AOA”) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operator’s Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver’s Permit.

iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

v. Consortium’s personnel who function as supervisors, and those that escort Consortium’s equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 8. Confidentiality of Airport Security Data

Consortium has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act, such as information affecting security of the airport (“Airport Security Data”). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Consortium acknowledges that information provided to, generated by, or encountered by Consortium may include Airport Security Data. If Consortium fails to safeguard the confidentiality of Airport Security Data, Consortium is liable for the reasonable costs of actions taken by the City, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement by Consortium must contain the language of this section. If Consortium fails to incorporate the required language in all such agreements, the provisions of this section are deemed incorporated in all such agreements.

Section 9. Americans with Disabilities Act and Air Carrier Access Act

(A) Consortium shall be solely and fully responsible for ensuring that Consortium’s operations, wherever they may occur at the Airport, and any improvements made by Consortium pursuant to this Agreement, shall comply with Title II (to the extent applicable) and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time (“ADA”), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time (“ACAA”), including

without limitation any obligation to provide boarding and deplaning assistance at the Airport. In the event of a violation of or non-compliance with Title II (to the extent applicable) or III of the ADA or the ACAA, Consortium shall develop a work plan to correct such violation or non-compliance. The City's approval of or acceptance of any aspect of Consortium's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Consortium agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by the City with respect to Consortium's failure to comply with the ADA or the ACAA for Consortium's operations or any improvements made by Consortium at the Airport. The City shall comply with the ADA and the ACAA as applicable to any facilities constructed by the City and any improvements made by the City at the Airport.

(B) Consortium shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Consortium Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

Designs

“The Consultant warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards (“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG”); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. (“ACAA”); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code ch. 1, Sec. 400.110 et seq.; and all other applicable statutes, rules, regulations and executive orders. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility.”

Construction Contracts

“All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards (“UFAS”) or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAG”); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. (“ACAA”); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71

Ill. Adm. Code ch. 1, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify Consortium and the City in the event that the plans and specifications are not in compliance with the above referenced standards.”

Section 10. Inspector General

Consortium shall ensure that the provision set forth below is inserted in all contracts or agreements entered into with any contractors, subtenants or licensees/sub-licensees, and any work or service providers providing any materials, labor, or services in connection with this Agreement, including but not limited to Consortium Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor:

“[Contractor/Subtenant] and all of its [subcontractors/subtenants] have a duty to cooperate with the Inspector General of the City of Chicago in any investigation or hearing, if applicable, undertaken pursuant to Chapter 256 of the Municipal Code of Chicago. [Contractor/Subtenant] understands and will abide by all provisions of that chapter. All [subcontracts/subtenant agreements] must inform [contractors/subtenants] of this provision and require understanding and compliance with it.”

Additionally, with respect to any work or services to be paid by the City, pursuant to MCC 2-156-018 it is the duty of Consortium, and any of its Consortium Contractors, to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under any applicable reimbursement agreement. Reports may be made to the Inspector General’s toll-free hotline, 866-IG-TIPLINE (866-448-4754).

Section 11. Multi-Project Labor Agreement

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work on City property, as described in the PLA, a copy of which may be found on the City’s website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>

To the extent that Consortium engages in work subject to the PLA, whether or not reimbursed by the City, Consortium acknowledges familiarity with the requirements of the PLA and shall comply with them.

Section 12. Minimum Wage and Other Labor Laws

Consortium will comply with all applicable federal, state, and local labor laws and regulations, including, without limitation: the Fair Labor Standards Act, 29 U.S.C. § 201; the Occupational Safety and Health Act, 20 CFR Part 1910; and City minimum wage ordinances and executive orders and associated rules and regulations. This includes, without limitation, compliance with the wage requirements set forth in Mayoral Executive Order 2014-1, incorporated by reference, to the extent that the Order would apply to Consortium's activities.

Section 13. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

(A) Neither Consortium or any person or entity who directly or indirectly has an ownership or beneficial interest in Consortium of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consortium's Consortium Contractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Consortium Contractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consortium and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by Consortium, (b) while this Agreement or another agreement between Consortium and the City (an "Other Contract") is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(B) From the date the City approached Consortium or the date Consortium approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

(C) Consortium shall not (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (ii) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

(D) The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 14 or Mayoral Executive Order No. 2011-4.

(E) Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 14 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 14 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 14. Certification Regarding Lobbying

(A) Consortium certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consortium, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. Consortium shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(B) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 15. Distracted Driving

(A) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

(B) In support of this initiative, the City encourages Consortium to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consortium must include the substance of this Section 16 in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

EXHIBIT B

**FACILITIES LEASE AGREEMENT
AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

BETWEEN

CITY OF CHICAGO

AND

CHICAGO AIRLINES TERMINAL CONSORTIUM

Table of Contents

	<u>Page</u>
Article 1 DEFINITIONS	1
1.1 Definitions	1
1.2 Interpretation.....	7
1.3 Incorporation of Exhibits.....	8
Article 2 TERM	8
2.1 Effective Date	8
2.2 Term.....	8
Article 3 RIGHTS AND PRIVILEGES	9
3.1 Tenant Rights, Privileges, Limitations and Prohibitions on Use of the Premises.....	9
3.2 Communications Equipment and Antennae	9
3.3 City Equipment	9
3.4 Exclusions and Reservations	9
3.5 Safety Management System	10
Article 4 TENANT'S PREMISES.....	10
4.1 Rights to Use Premises	10
4.2 Assignment and Subletting	11
4.3 City's Right of Entry	12
4.4 Quiet Enjoyment.....	13
4.5 Surrender and Removal of Personal Property	13
4.6 Hold Over	14
4.7 No Warranty of Condition or Suitability	14
4.8 City's Title	15
Article 5 [RESERVED]	15
Article 6 [RESERVED]	15
Article 7 [RESERVED]	15
Article 8 CALCULATION OF RATES AND CHARGES.....	15
Article 9 PAYMENT OF RENTALS, FEES AND CHARGES AND SECURITY DEPOSIT	15
9.1 Payment of Rentals, Fees and Charges.....	15
9.2 Place of Payment; Late Payments.....	16

9.3	Security Deposits	16
Article 10	[RESERVED]	18
Article 11	ADDITIONAL OBLIGATIONS OF THE TENANT AND THE CITY	18
11.1	Operation, Maintenance, Replacement and Repair	18
11.2	Taxes, Licenses and Permits	19
11.3	Performance by the City upon Failure of Tenant	19
11.4	Utilities	20
11.5	City Ownership of Airport	20
Article 12	[RESERVED]	20
Article 13	INSURANCE AND INDEMNIFICATION	20
13.1	Insurance	20
13.2	Indemnification	25
Article 14	ENVIRONMENTAL MATTERS	28
14.1	Tenant Representations, Warranties, and Covenants	28
14.2	Right of Entry to Perform Environmental Inspections and Sampling	31
14.3	Information to be Provided to the City	32
14.4	Environmental Response and Compliance Obligations	33
14.5	Investigation, Remediation, or Corrective Action Process	34
14.6	The City's Rights to Ensure Tenant's Compliance with Environmental Response and Compliance Obligations	34
14.7	Environmental Indemnification and Reimbursement	36
14.8	Limitations	37
14.9	Baseline Environmental Site Inspection	37
14.10	Concluding Environmental Site Inspection	38
14.11	Tenant's Hazardous Substance-Related Equipment and Fixture	38
14.12	Waiver 38	
14.13	Notice for Environmental Matters	39
14.14	Survival of Environmental Provisions	39
Article 15	DAMAGE, DESTRUCTION AND CONDEMNATION	39
15.1	Damage to, Destruction or Condemnation of Airport	39
15.2	Untenantable Conditions	40
Article 16	COMPLIANCE WITH LAWS AND RULES	40
16.1	Airport Rules	40

16.2	Observance and Compliance with Laws.....	40
16.3	Subordination to Sponsor’s Assurance Agreement	41
16.4	Agreements with the United States.....	41
16.5	Security and Payment of Fines for Violation of Federal Regulations	41
16.6	No Exclusive Rights	42
16.7	Anti-Scofflaw	42
16.8	Ethics	42
16.9	Inspector General.....	43
16.10	Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b) 43	
16.11	City of Chicago Hiring Plan (Shakman Accord).....	44
16.12	No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E).....	44
16.13	Visual Artists Rights Act Waiver	44
Article 17	DEFAULT, TERMINATION AND CHANGE OF LEASE TERM	45
17.1	Events of Default	45
17.2	Termination by the City.....	46
17.3	Change of Lease Term.....	47
17.4	Agreement to Pay Attorneys’ Fees and Expenses	48
17.5	Force Majeure	48
Article 18	GENERAL PROVISIONS	48
18.1	No Partnership or Agency	48
18.2	No Personal Liability	49
18.3	Notices	49
18.4	Entire Agreement.....	50
18.5	Amendment.....	51
18.6	Applicable Law.....	51
18.7	Authorization to Operate; Consent to Service of Process and Jurisdiction	51
18.8	Severability	51
18.9	Representatives	52
18.10	Successors and Assigns	52
18.11	No Third Party Beneficiaries.....	52
18.12	No Waiver 52	
18.13	No Exclusive Right or Remedy.....	52

18.14	Labor Disputes	52
18.15	Action or Exercise of Power by the City	53
18.16	Conflicts	53
18.17	Headings	53
18.18	Counterparts	53

This FACILITIES LEASE AGREEMENT (“Agreement”) is made by and between the **City of Chicago** (the “City”), a municipal corporation of the State of Illinois, and the **Chicago Airlines Terminal Corporation** (“Tenant”), a not-for-profit corporation organized and existing under the laws of the State of Illinois.

Article 1

DEFINITIONS

1.1 Definitions

All capitalized terms used in this Agreement, if not defined within this Agreement, shall have the meanings specified in Article 1, “Definitions,” of the Signatory Airline Use and Lease Agreement.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

“**AAAC**” or “**Airline Airport Affairs Committee**” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“**Agreement**” means this Facilities Lease Agreement, together with its Exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.

“**Air Carrier**” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Passenger Carrier under 49 U.S.C. § 41102 or a Cargo Carrier under 49 U.S.C. § 41103.

“**Airline Airport Affairs Committee**” or “**AAAC**” means the Airline Airport Affairs Committee consisting of a representative designated by each Signatory Airline operating at the Airport.

“**Airport**” means Chicago O’Hare International Airport, together with any additions thereto, or improvements or enlargements of it, later made, but any land, rights-of-way, or improvements which are now or later owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, are not deemed to be part of the Airport.

“**Airport Rules**” means, collectively, all rules, procedures, protocols and requirements currently effective and hereinafter amended, adopted or established by the City applicable to Airport operations and users, all of which are incorporated into and made a part of this Agreement, provided that such Airport Rules do not conflict with applicable provisions of state or federal law or the provisions of this Agreement.

“**Applicable Laws**” means, collectively, all applicable present and future federal, state and local laws, rules, regulations, orders and ordinances, as they may be amended from time to

time, whether foreseen or unforeseen, ordinary as well as extraordinary, including without implied limitation those relating to (i) health, sanitation and safety; (ii) the environment, including without limitation the Environmental Laws; (iii) access for persons with disabilities, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; and (iv) airport security, including without limitation the regulations of the Transportation Security Administration, 49 CFR Parts 1540, 1542, 1544 *et seq.* This Agreement does not constitute a waiver by Tenant of whatever rights it may have to challenge a local law, rule, regulation or ordinance on the basis that it is pre-empted by State or Federal law.

“**Artwork**” means any work of visual art as defined in Section 101 of the Copyright Act.

“**Assignment**” means to assign, transfer, convey, sell, mortgage, pledge or encumber as described further in Section 4.2.

“**Associated Party(ies)**” means Tenant’s employees, contractors, subcontractors, agents, licensees, vendors, invitees (excluding passengers), and any other party that Tenant expressly authorizes to use its Premises (regardless of whether Tenant enters into a sublease or license with such party), and other parties under Tenant’s direction or control that come onto the Airport arising out of or relating to Tenant’s use or occupancy of the Airport.

“**Bond Indenture**” means the Master Indenture of Trust Securing Chicago O’Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of September 1, 2012, as the same may be amended, supplemented and restated from time to time, and any ordinance, credit agreement or indenture, or combination thereof adopted or authorized by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

“**Cargo Carrier**” means a carrier certificated by the Secretary of the U.S. Department of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.

“**CATCO**” or “**Chicago Airlines Terminal Consortium**” means the equipment and services consortium operating at the Airport or any successor entity thereto.

“**CDA**” or “**Department of Aviation**” means the Chicago Department of Aviation or any successor agency thereto.

“**Chicago Airlines Terminal Consortium**” or “**CATCO**” means the equipment and services consortium operating at the Airport or any successor entity thereto.

“**City**” means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and (6)(a), respectively, of the 1970 Constitution of the State of Illinois.

“**City-CATCO Agreement**” means the agreement executed between the City and CATCO, with an effective date of May 12, 2018, authorizing CATCO to operate as an equipment and services consortium at the Airport.

“City Equipment” means moveable or permanent fixtures, furniture, millwork, technology systems, including SET components used by individual Passenger Carriers, and equipment located on or affixed to Tenant’s Premises, or elsewhere at the Airport, purchased, constructed or rented by the City or otherwise provided at the cost or expense of the City which the City makes available for use by Tenant subject to Section 3.3 and the City Equipment Charge.

“City Equipment Charges” means standardized cost-recovery fees calculated annually by the City for the use of City Equipment.

“City Indemnified Parties” means the City, its elected and appointed officials, officers, agents, employees, contractors, consultants and representatives.

“Claim” or **“Claims”** means any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements as described further in Section 13.2.1.

“Commissioner” means the Commissioner of the Department of Aviation, her or his designee, or any successor to the duties of such official.

“Concluding Walk-Through” means a physical walk-through of Tenant’s Premises or any portion thereof by a representative or consultant of the City and Tenant prior to the date that such Premises are vacated or surrendered pursuant to this Agreement for the purpose of observing the environmental condition of Tenant’s Premises or any portion thereof and Tenant’s compliance with Section 14.10, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

“Contractor” means a person or firm hired by Tenant to act as an agent or independent contractor, whether or not Tenant is reimbursed by the City for costs of hiring such person or firm, as well as subcontractors of any such agent or independent contractor, in connection with or pursuant to the performance of any acts or obligations under this Agreement or the City-CATCO Agreement.

“Copyright Act” means the U.S. Copyright Act (17 U.S.C. § 101 *et seq.*).

“Department of Aviation” or **“CDA”** means the Chicago Department of Aviation or any successor agency thereto.

“Discharge” means an act or omission by which Hazardous Substances or Other Regulated Material, now or in the future, are leaked, spilled, poured, deposited, or otherwise disposed into land, wetlands or Waters, or by which those substances are deposited where, unless controlled or removed, they may drain, seep, run or otherwise enter said land, wetlands or Waters.

“Dispose,” “Disposal” or “Disposing” and variants thereof mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

“Effective Date” means the Effective Date as described in Section 2.1.

“Environmental Claim” means any demand, cause of action, proceeding or suit for (a) damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

“Environmental Indemnitees” has the meaning set forth in Section 14.7.

“Environmental Law(s)” means any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

“Exclusive Use Premises” means any office space, operation space, storage area, employee break room or other areas in the Terminal Complex designated for Tenant’s exclusive use, subject to Section 4.1.2 and as more fully described in the Premises Notice.

“FAA” or **“Federal Aviation Administration”** means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Facilities Maintenance Protocols” means the City’s policies, rules and protocols governing the maintenance of equipment and facilities at the Airport, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, which may include a matrix detailing operations and maintenance responsibilities of the City, Tenant, the Equipment and Services Consortium, and any other parties as indicated herein.

“Federal Aviation Administration” or **“FAA”** means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Federal Bankruptcy Code” means 11 U.S.C. § 101 *et seq.*

“Fiscal Year” means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

“Fixed Terminal Charges” means charges calculated under Article 8.

“GARBs” or **“Airport Revenue Bonds”** means any bonds, commercial paper notes, credit agreement notes and any other debt obligations of the City, outstanding at any time having a lien on Revenues as provided in the Bond Indenture.

“Hazardous Substance” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“Initial Walk-Through” means a physical walk-through of the Premises by a representative or consultant of the City and Tenant prior to the date Tenant occupies the Premises or conducts operations thereon pursuant to this Agreement for the purpose of observing the environmental condition of Tenant’s Premises and Tenant’s state of compliance with Environmental Laws, the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

“Main Terminal” means the terminal buildings, associated concourses and facilities, other than Terminal 5, as all such facilities may be modified, improved, or enlarged during the Term.

“Municipal Code” means the Municipal Code of the City at the time in effect.

“NPDES” means the National Pollutant Discharge Elimination System.

“O&M Expenses” means the costs incurred by the City in operating and maintaining the Airport’s facilities.

“Other Regulated Material” means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains:

petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, or (b) is a hazard to the environment or to the health or safety of persons.

“Passenger Carrier” means a Passenger Carrier certificated by the Secretary of the U.S. Department of Transportation under 49 U.S.C. § 41102.

“Premises” means any Exclusive Use Premises assigned to Tenant by the City under this Agreement.

“Premises Notice” means the notice described in Section 4.1 and in the form attached as Exhibit B.

“Release” or **“Released”** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

“Response” or **“Respond”** means action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

“Securities Exchange Act” means the Securities Exchange Act of 1934.

“Shared Equipment and Technology” or **“SET”** means equipment owned and installed by the City for use in passenger processing, including without limitation equipment casework, supporting infrastructure, network wiring, flight information displays (“FIDS”), gate information displays (“GIDS”), the baggage information display system (“BIDS”), boarding gate readers, passenger processing workstations and self-service kiosks (for boarding passes and bag tagging), and other shared use technology (such as a reservation system portal open to all Passenger Carriers at the Airport).

“Signatory Airline” means an Air Carrier that has executed a Signatory Airline Use and Lease Agreement with the City. A Signatory Airline may be either a Long-Term Signatory Airline or a Short-Term Signatory Airline.

“Signatory Airline Use and Lease Agreement” means the “City of Chicago O’Hare International Airport Airline Use and Lease Agreement” executed between the City of Chicago and Signatory Airlines for the use of the Airport and lease of space in the Terminal Area, effective on or after May 12, 2018.

“SWPPP” means Storm Water Pollution Prevention Plan.

“T-5” or **“Terminal 5”** means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term.

“**Term**” means the lease term of this Agreement as further described in Article 2.

“**Terminal 5**” or “**T-5**” means the terminal buildings, associated concourses and facilities designated as of the Effective Date as Terminal 5 of the Airport, as all such facilities may be modified, improved or enlarged during the Term.

“**Terminal Complex**” means the Main Terminal and Terminal 5.

“**Terminal Space Use Protocols**” means the City’s policies, rules and protocols, as they shall be developed and may be amended from time to time by the Commissioner after consultation with the AAAC, governing priorities, procedures and requirements for the assignment and use of Common Use Space, Preferential Use Space, and Exclusive Use Space in the Terminal Complex and on the Apron Area, including Gate Space, Check-in Space, and Baggage Systems use, assignment, scheduling and accommodation.

“**TSA**” means the Transportation Security Administration or other federal agency which assumes the oversight and functions of the Transportation Security Administration, if the Transportation Security Administration is abolished or combined with or merged into any other federal agency.

“**VIP Lounge**” means Exclusive Use Premises used by an Air Carrier to provide premium services to its passengers.

“**Waste**” means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

“**Waste Sections**” has the meaning set forth in Section 16.12.

“**Waters**” has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

1.2 Interpretation

The terms “hereby,” “herein,” “hereof,” “hereunder” and any similar terms used in this Agreement refer to this Agreement.

The term “including” shall be construed to mean “including, without limitation.”

All references in this Agreement to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits, unless otherwise expressly stated, are to Articles, Sections, subsections, clauses, provisions, sentences or Exhibits of this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless otherwise expressly indicated.

1.3 Incorporation of Exhibits

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A Permitted Uses

Exhibit B Premises Notice

Exhibit C Compliance with Laws

Any changes to the Exhibits that occur from time to time consistent with the terms of this Agreement shall be reflected in revised Exhibits provided by the City to Tenant. Such revised Exhibits shall be deemed to be effective without requiring a formal amendment to this Agreement.

Article 2

TERM

2.1 Effective Date

The Effective Date shall be May 12, 2018.

2.2 Term

The City's grant of rights to Tenant under this Agreement shall continue until the earlier of (a) termination of this Agreement by the City in accordance with Section 17.1; (b) expiration or earlier termination of the City-CATCO Agreement; or (c) expiration or earlier termination of the Signatory Airline Use and Lease Agreement with all Signatory Airlines (the "Term").

Article 3

RIGHTS AND PRIVILEGES

3.1 Tenant Rights, Privileges, Limitations and Prohibitions on Use of the Premises

Subject to the terms of this Agreement and Airport Rules, including without limitation operating procedures and protocols that may be imposed by the Commissioner from time to time for the safe and secure operation of the Airport, Tenant shall have the right to use the Premises on an exclusive basis. Tenant's use of the Premises shall be limited to the permitted uses described in Exhibit A ("Permitted Uses"). Tenant shall not use the Premises, and shall not cause or permit its Associated Parties to use the Premises, for any purpose other than as specified in this Agreement.

3.2 Communications Equipment and Antennae

Tenant has no right to install or use any telecommunications equipment or antennae on the roof or exterior of the Terminal Complex, unless (a) the installation and use are directly related to the conduct of Tenant's business at the Premises and are in full compliance with Applicable Laws and Airport Rules, and (b) the installation is effected in compliance with the prior written consent of the City. Tenant will not license, sublease or in any other manner permit any other person to use any telecommunications equipment or antennae installed by Tenant at the Terminal Complex.

3.3 City Equipment

The City grants to Tenant a non-exclusive license to use, subject to City Equipment Charges and the City's control and maintenance thereof in accordance with Section 11.1, City Equipment in the ordinary course of its business at the Airport and otherwise in accordance with this Agreement. Tenant agrees to accept and use City Equipment in its "as is" condition, without any representations or warranties of any kind whatsoever, express or implied, from the City as to any matters concerning City Equipment, and Tenant further agrees to assume all risk of loss, damage and injury arising out of Tenant's use of City Equipment.

3.4 Exclusions and Reservations

3.4.1 The City reserves the right to offer Tenant SET, rubbish removal and other services, including, but not limited to, new technology-related services, as provided in Sections 11.1 and 11.4, and to charge Tenant for such services on a cost-recovery basis.

3.4.2 Tenant shall not, by action or failure to act, knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications (including Wi-Fi services), fire protection, utility, electrical or other systems installed or located from time to time at the Airport.

3.4.3 Tenant shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Tenant shall do or permit to be done any act not permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in City's insurance premiums, then upon written notice from the City to do so, Tenant shall promptly remedy or commence such actions as necessary to remedy or shall be subject to paying the increase in premiums to the extent caused by such act or failure of Tenant until the issue is remedied.

3.4.4 The City or its duly authorized representative may enter upon the Premises at any and all reasonable times and upon reasonable notice (except in emergency situations) for the purpose of determining whether or not Tenant is complying with the terms and conditions of this Agreement or for any other purpose incidental to the rights of the City; provided that such right of entry does not unreasonably interfere with Tenant's operations. In the case of an emergency, the City shall provide as much notice as reasonably possible in light of the circumstances.

3.4.5 Tenant shall not use the Premises for the operation of any VIP Lounge, passenger club or lounge room.

3.5 Safety Management System.

Tenant agrees to cooperate with the City's implementation of a safety management system and safety risk management systems at the Airport including participation in committees, risk identification and assessment processes, training, and safety promotion and communication initiatives.

Article 4

TENANT'S PREMISES

4.1 Rights to Use Premises

4.1.1 Premises Notice. On or before the Effective Date, the City will issue to Tenant a Premises Notice, attached hereto as Exhibit B, that will designate which areas of the Airport the City will make available for Tenant's use on an exclusive use basis. Tenant acknowledges and agrees that the Premises Notice may be revised by the City and reissued to Tenant from time to time during the Term in accordance with the terms and conditions of this Agreement and the Terminal Space Use Protocols. The City and Tenant agree that, upon issuance by the City, and acknowledgement and acceptance in writing by the Tenant, each revised Premises Notice shall be deemed attached to and incorporated into this Agreement as Exhibits B, and shall supersede and replace the last issued Premises Notice deemed attached to and incorporated into this Agreement as Exhibit B without the need for a written amendment of the Agreement signed by the City and Tenant.

4.1.2 Exclusive Use Premises. The City grants to Tenant, subject to the terms of this Agreement and Airport Rules, the exclusive right to use the Premises identified in the Premises Notice.

4.1.3 Condition of Premises. Except as otherwise expressly provided in this Agreement, including the City's maintenance responsibilities under Section 11.1, Tenant specifically acknowledges and agrees that the City is permitting Tenant's use of the Premises on an "as is with all faults" basis, and that Tenant is not relying on any representations or warranties of any kind whatsoever, express or implied, from the City, as to any matters concerning the Premises.

4.2 **Assignment and Subletting**

4.2.1 Tenant covenants that it will not (i) assign, transfer, convey, sell, mortgage, pledge or encumber (any of the foregoing events being referred to as an "Assignment") or (ii) sublet (such event being referred to as "Sublease") the Premises or any part thereof, or any rights of Tenant hereunder or any interest of Tenant in this Agreement, without in each instance having first obtained the prior written consent of the City, to the extent required, as set forth in this Section 4.2.

4.2.2 The consent of the Commissioner on behalf of the City shall be required for any Assignment or Sublease. Consent by the City to any type of Assignment or Sublease described in this Section 4.2 or elsewhere in this Agreement shall not in any way be construed to relieve Tenant from obtaining further authorization from the City for any subsequent Assignment or Sublease of any nature whatsoever.

(a) In the event that Tenant subleases any of its Premises pursuant to this Section 4.2, Tenant shall charge the Sublessee no more than the sum of the following:

(i) Sublessee's pro rata share of Tenant's Fixed Terminal Charges;

(ii) additional amounts sufficient for Tenant to recover its direct costs, if any, of such Sublease, including a reasonable allocation of tenant improvement costs and equipment costs for property and equipment owned by Tenant; and

(iii) an additional administrative fee of up to 15 percent of the combined total of the amounts specified in Sections 4.2.2(a)(i) and (ii).

4.2.3 Notwithstanding any Sublease with or without City consent, Tenant shall remain fully liable for the payment of all of its Fixed Terminal Charges and fully responsible for the performance of all of its other obligations hereunder.

4.2.4 Any and all requests by Tenant requiring consent under Section 4.2 shall be made in writing to the City and shall include copies of the proposed documents of Assignment or Sublease. Said documents of Assignment or Sublease shall fully disclose any and all consideration provided to Tenant for said Assignment or Sublease.

4.2.5 If any Assignment or Sublease shall occur, whether or not prohibited by this Section 4.2, and Tenant is in default of its payment obligations under this Agreement, the City may provide written notice to Tenant of the City's intent to collect assignee's, Sublessee's or other transferee's pro rata share of Fixed Terminal Charges from such assignee or Sublessee or other transferee of Tenant. If Tenant does not cure any such payment default within fifteen (15) business days from the City's notice, the City may collect such amounts for as long as such payment defaults remain outstanding directly from the assignee or Sublessee, and in such event shall apply the amount collected, net of any costs of collection, to the Fixed Terminal Charges due from Tenant hereunder without such action by the City releasing Tenant from this Agreement or any of its obligations hereunder. If any Assignment or Sublease prohibited by this Section 4.2 shall occur without the consent of the City, and the City collects Fixed Terminal Charges from any assignee, Sublessee or other transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section 4.2 or constitute acceptance by the City of such Assignment, Sublease or transfer.

4.2.6 Any Sublease or Assignment shall require the Sublessee or the assignee to be bound by all of the terms and provisions of this Agreement. For purposes of interpretation of the immediately preceding sentence, in all provisions of this Agreement applicable to the Sublessee or the assignee, including Article 13, requiring that the City Indemnified Parties be indemnified, reference to the "Tenant" shall be deemed to refer to the Sublessee or assignee.

4.2.7 Any Sublease or Assignment under this Section 4.2 must expressly name the City as a third-party beneficiary of the Sublessee's or the assignee's obligations under the Sublease or the Assignment and grant a direct right of enforcement thereunder to the City in the event Tenant fails, after thirty (30) days' written notice from the City, to successfully enforce the obligations of the Sublessee or assignee, as applicable.

4.2.8 Tenant may enter into a license agreement under which Tenant's Contractor is given rights or privileges to utilize portions of Tenant's Premises without seeking the City's consent; provided, however, that Tenant shall deliver to the City, within thirty (30) days following the execution by Tenant and the licensee of such license agreement, written notice of such license, together with copies of all documents, if any, relating to such license. If Tenant terminates any such license earlier than the termination date set forth in the written notice, Tenant shall provide City written notice thereof within thirty (30) days of such termination.

4.3 City's Right of Entry

The City, by its officers, employees, agents, representatives, contractors, consultants and furnishers of utilities and other services, shall have the right at all times upon reasonable notice to enter Tenant's Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for or incidental to or connected with the performance of the City's obligations hereunder, or in the exercise of its governmental functions or in the City's capacity as Airport owner. The City shall make commercially reasonable efforts to conduct each inspection, repair or other activity in a manner that does not unreasonably interfere with Tenant's operations. The City will provide forty-eight (48) hours advance notice

pursuant to Section 18.3 (which additionally may be provided by telephone, accompanied with or separately by written notice or electronic mail) of any planned inspection or intrusive sampling to Tenant, except in emergencies, when advance notice shall not be required. Tenant shall have the right to accompany the City when any such inspection or sampling is performed, provided that the City is not required to unreasonably delay its inspection or sampling to enable Tenant to be present. The City shall repair any damage to Tenant's Premises caused by such inspection or intrusive sampling and the cost of any repairs shall be an O&M Expense of the Terminal Complex. Notwithstanding the above, the City, its contractors and other agents' right of entry to Tenant's Premises to perform environmental inspections and sampling shall be governed exclusively by Section 14.2 of this Agreement.

4.4 Quiet Enjoyment

The City covenants, unless otherwise provided by this Agreement, that, if Tenant shall perform all obligations and make all payments as provided herein, Tenant shall peaceably have and enjoy the Premises and all the rights, privileges, appurtenances and facilities granted herein, subject to the exercise of governmental police powers by either the City or any other governmental authority having jurisdiction over the Airport.

4.5 Surrender and Removal of Personal Property

4.5.1 Tenant covenants and agrees to surrender possession of the Premises (or a portion of the Premises, if applicable) upon:

- (a) the expiration or early termination of this Agreement;
- (b) partial termination of Premises under Section 15.2.2;
- (c) termination of any holdover period

in substantially the same condition as of the Effective Date (or in the case of improvements or alterations made or fixtures installed subsequent thereto, then as of the date of such improvements, alterations, or fixtures were made or installed), reasonable wear and tear, damage from casualty and condemnation as described in Article 15 resulting in the termination of this Agreement, and repairs that are the responsibility of the City, all excepted. No act or thing done by the City during the term of this Agreement shall be deemed acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing and signed by the City. Tenant's improvements to the Premises, if any, shall be removed unless the City agrees in writing to allow them to be left in place or an agreement between the City and Tenant allows them to be left in place.

4.5.2 In the event of such expiration or earlier termination, Tenant shall have thirty (30) days after such expiration or termination during which to remove personal property and trade fixtures; provided, however, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. Any damage to the Airport, the structure, the Premises or any fixtures located therein resulting from such removal shall be repaired or paid for by Tenant.

4.5.3 If, upon such expiration or earlier termination, Tenant shall fail to remove any personal property or trade fixtures as required herein, the City may, but without the obligation to do so, (a) remove said personal property and trade fixtures and hold them for the owners thereof, or may place the same in a public warehouse, all at the expense and risk of the Tenant; or (b) deem such property abandoned and keep such property or, after written notice to Tenant and at Tenant's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the City's possession and after the expiration of thirty (30) days sell the same, with notice and in accordance with applicable law, the proceeds of which shall be applied first to the expenses of such removal and sale, second to any sum owed by Tenant to the City, and any remaining balance shall be credited to Tenant. If the expenses of such removal, storage, disposal or sale shall exceed the proceeds of sale, Tenant shall pay such excess to the City upon demand. Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers or directors, Tenant shall indemnify, defend, release and hold harmless the City from any and all damage, cost and expenses related to said removal, storage, disposal and sale, which obligations shall survive expiration or earlier termination of this Agreement.

4.6 Hold Over

Tenant acknowledges it is bound to comply with all provisions of this Agreement until Tenant vacates the Premises. If Tenant holds over, refuses, or fails to give up the possession of the Premises or the relevant portion thereof, as applicable, on the expiration or earlier termination of this Agreement without express written consent of the City, no periodic tenancy will be deemed to be created, and the City shall have all rights and remedies under Applicable Laws to recover the Premises and damages, including recovery of interest, attorney's fees and costs. In addition to continuing Fixed Terminal Charges payable, the City shall assess a holdover fee in the amount of twenty-five (25%) percent of the Fixed Terminal Charges payable for such Premises at the time of expiration or termination of this Agreement for the first sixty (60) days of such hold over and fifty percent (50%) of such Fixed Terminal Charges thereafter. Furthermore, if the City so elects, the City may accept payment of Fixed Terminal Charges from Tenant and concurrently commence legal proceedings to regain possession of the Premises. The foregoing provisions shall not serve as permission to Tenant to hold over, nor serve to extend the Term. The provisions of this Section 4.6 shall not operate as a waiver of any right of the City under this Agreement or Applicable Laws to re-enter and take possession of the Premises.

4.7 No Warranty of Condition or Suitability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR TENANT'S PURPOSES OR NEEDS. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LATENT DEFECT AND TENANT SHALL NOT, UNDER ANY CIRCUMSTANCES, WITHHOLD ANY RENTALS OR OTHER AMOUNTS PAYABLE TO THE CITY HEREUNDER ON ACCOUNT OF ANY DEFECT IN THE PREMISES. BY ITS ENTRY ONTO THE PREMISES, TENANT ACCEPTS THE PREMISES IN ITS "AS IS" CONDITION.

4.8 City's Title

The City's title to the Premises and the Airport is and always shall be paramount to the interest of Tenant in the Premises. Nothing herein contained empowers Tenant to commit or engage in any act which can, shall or may encumber the title of the City.

Article 5

[RESERVED]

Article 6

[RESERVED]

Article 7

[RESERVED]

Article 8

CALCULATION OF RATES AND CHARGES

Tenant shall pay to the City Fixed Terminal Charges for its lease of the Premises based on the square footage of Exclusive Use Space leased by Tenant, as shown in the Premises Notice, multiplied, for Base Space (if any), by the Base Terminal Rental Rate and, for Discount Space (if any), by the Discount Terminal Rental Rate calculated by the City pursuant to Section 8.3.3 of the Signatory Airline Use and Lease Agreement. The City shall provide at least fifteen (15) days' advance notice of the Terminal Rental Rate effective as of January 1 of each Fiscal Year, and at least ten (10) days' advance notice of any adjusted Terminal Rental Rate pursuant to Section 8.16 of the Signatory Airline Use and Lease Agreement.

Article 9

PAYMENT OF RENTALS, FEES AND CHARGES AND SECURITY DEPOSIT

9.1 Payment of Rentals, Fees and Charges

Beginning on the Effective Date, Tenant shall pay to the City, on a monthly basis without invoice, not later than the first (1st) day of each month of each Fiscal Year, the amount of Fixed Terminal Charges based on the Terminal Rental Rates then in effect.

9.2 **Place of Payment; Late Payments**

All amounts due from Tenant hereunder shall be paid in lawful money of the United States of America, without deduction or set off, to the City of Chicago at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City. Tenant shall pay all amounts payable by Tenant hereunder by either check, wire transfer or electronic funds transfer ("EFT") or Automatic Clearing House ("ACH"), subject to the City's ability to receive these payments.

Any amount which is not paid within five (5) business days of when due and, if appropriate, when invoiced and such invoice is received by Tenant, shall bear an annualized interest charge from its due date at a rate three percent (3%) higher than the "US Prime Rate" as published in the Wall Street Journal or similar successor index of national recognition as determined by the Commissioner.

9.3 **Security Deposits**

9.3.1 Delivery and Use of Security Deposit

(a) In the event that Tenant fails to timely pay as required pursuant to Section 9.1 within ten (10) calendar days of receiving the City's written notice pursuant to Section 18.3 of late or incomplete payment more than twice within any twelve (12) month consecutive period, Tenant shall provide to the City within sixty (60) days of receiving notice of the third late payment, and the City's written demand, a security deposit equal to Tenant's estimated Fixed Terminal Charges for three (3) months (the "Security Deposit").

(b) The Security Deposit shall be in the form of a surety bond the terms of which are acceptable to the City or a letter of credit meeting the requirements set forth in Section 9.3.1(c) to secure Tenant's performance and observance of Tenant's obligations under this Agreement.

(c) The City may deduct from the Security Deposit an amount equal to: (i) any sums payable to the City under this Agreement; (ii) an amount equal to the City's reasonable costs of recovering possession, and any and all other damages legally recoverable by the City, together with reasonable out-of-pocket costs and expenses incurred by the City, upon the termination of this Agreement. In any such event, Tenant shall again meet the Security Deposit requirement set forth in Section 9.3.1(a) above within seven (7) days from its receipt of such written notice.

9.3.2 Letter of Credit Requirements

(a) For a Security Deposit in the form of a letter of credit, such letter of credit shall be an irrevocable commercial standby letter of credit for the amount of the Security Deposit in form and substance reasonably acceptable to the City that meets the following criteria:

(i) the letter of credit shall provide for its continuance for at least one year from issuance and for automatic extension for additional periods of at least one

year from initial expiry date and each subsequent expiry date, unless the issuer of the letter of credit gives the City notice of its intention not to renew such letter of credit not less than sixty (60) days before such expiry date (a "Nonrenewal Notice");

(ii) the letter of credit shall be payable upon the City's presentation of the original of such letter of credit together with a sight draft to the issuer, accompanied by the City's signed statement that the City is entitled to draw on such letter of credit without further notice to Tenant and hold the proceeds thereof;

(iii) the letter of credit shall be issued by a commercial bank reasonably satisfactory to the City which maintains a branch in Chicago, Illinois, provided that the Commissioner and the City Comptroller may jointly agree to waive the requirement set forth above that such financial institution maintain a branch in Chicago, for presentment for payment:

(1) that is chartered under the laws of the United States or any state thereof, or the District of Columbia;

(2) that is insured by the Federal Deposit Insurance Corporation;

(3) whose long-term, unsecured and unsubordinated debt obligations are rated by at least two of Fitch Ratings Ltd. ("Fitch"), Moody's Investors Service, Inc. ("Moody's) and Standard & Poor's Ratings Services ("S&P") or their respective successors (the "Rating Agencies") with ratings of not less than A- from Fitch, A3 from Moody's and A- from Standard & Poor's (the "Long-Term LC Issuer Requirements"); and

(4) whose short-term rating from at least two Rating Agencies is not less than F2 from Fitch, P-2 from Moody's and A-2 from S&P (the "Short-Term LC Issuer Requirements" and, together with the Long-Term LC Issuer Requirements, the "LC Issuer Requirements").

(iv) If at any time the LC Issuer Requirements are not met, or if the financial condition of such issuer changes in any other materially adverse way, then Tenant shall within ten (10) days of written notice from the City deliver to the City a replacement letter of credit which otherwise meets the requirements of this Agreement and that meets the LC Issuer Requirements.

(b) The letter of credit shall remain in effect until the date which is thirty (30) days after the Term.

(c) The City shall consent to reduce or release such letter of credit when and as this Agreement would entitle Tenant to any reduction or release of the Security Deposit.

9.3.3 Use of Letter of Credit

If any of the following occurs, then the City may draw upon the balance of the letter of credit in an amount equal to the aggregate amount of the Security Deposit this Agreement then

requires: (A) the issuer delivers a Nonrenewal Notice that such issuer no longer intends to maintain a branch in Chicago, Illinois and Tenant fails to deliver a replacement letter of credit that complies with this Agreement within thirty (30) days after Tenant receives the Nonrenewal Notice (for purposes of which, the parties shall reasonably cooperate to facilitate the simultaneous exchange of the old letter of credit for the new letter of credit); (B) the happening of any instance in which the criteria set forth in Section 9.3.2(a) are not met; or (C) if the remaining term of the letter of credit is at any time less than thirty (30) days, but Tenant has not delivered an extension or renewal of such letter of credit for at least one year.

Article 10

[RESERVED]

Article 11

ADDITIONAL OBLIGATIONS OF THE TENANT AND THE CITY

11.1 Operation, Maintenance, Replacement and Repair

11.1.1 Tenant shall, in accordance with the Facilities Maintenance Protocols, be responsible for and shall perform or cause to be performed, maintenance and repair of its Premises, and equipment owned by Tenant at the Airport. Tenant shall, at all times:

(a) keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(b) maintain all fixtures, equipment and personal property owned by Tenant and its Premises in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting, such repairs, replacements and painting by Tenant to be of a quality and class not inferior to the original material and workmanship;

(c) for any equipment installed in or on the Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City; and

(d) either directly or through a Contractor (which Contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Tenant requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Tenant shall post guards or erect barriers or other

safeguards at such locations as required and approved by the City and the FAA. Compliance with such requirements shall not relieve Tenant from its liability for the safe performance of its obligations under this Agreement.

11.1.2 Tenant shall maintain its assets at the Airport and City facilities for which it has responsibility to maintain all in accordance with the Facilities Maintenance Protocols to provide a safe, functional and compliant operating environment, and thereby protect the environment and the health of the traveling public and other users of the Terminal Complex.

11.2 Taxes, Licenses and Permits

11.2.1 Subject to Section 11.2.2, Tenant shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Tenant at the Airport, including any and all taxes and other charges in connection with Tenant's lease, use or occupancy of the Premises. Tenant may contest any such taxes as provided in Section 13.2.2.

11.2.2 The City shall pay as an O&M Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of Tenant located on such Premises shall be the obligation of Tenant and, as such, shall be paid by Tenant and not by the City.

11.2.3 Tenant shall not permit a lien or encumbrance to attach to the Premises or the Airport by reason of any failure to pay taxes for which it is responsible.

11.3 Performance by the City upon Failure of Tenant

If Tenant or its Contractor (a) fails to perform for a period of thirty (30) days after written notice from the City to Tenant in accordance with Section 18.3 any obligation required under this Article 11; or (b) if the obligation cannot be performed within thirty (30) days and Tenant has failed to initiate corrective action within the thirty (30) days of the City's notice or fails to diligently pursue such corrective action once initiated, then the City may perform such obligation of Tenant (or its Contractor) without further notice and charge Tenant for the costs of its performance plus an administrative fee of fifteen percent (15%); provided, however, that if Tenant's failure to perform any such obligation endangers the health or safety of persons or the safety of operations at the Airport and the City so states in its notice to Tenant, the City may perform such obligation of Tenant (or its Contractor) without waiting thirty (30) days after its notice if Tenant does not take prompt action to address the issue after City has given such notice and charge Tenant for its costs of its performance plus an administrative fee of twenty-five percent (25%). For any notices relating to this Section 11.3, the parties agree that written notice (in the forms provided in Section 18.3) is required but that the City may, at its option, provide supplemental notice by electronic mail to Tenant.

11.4 Utilities

11.4.1 Tenant shall be solely responsible for paying all utilities provided to Tenant, its Contractors, agents and employees at the Premises.

11.4.2 The City shall provide or cause to be provided the following utility services to the Premises in reasonable amounts and at pressures appropriate for Tenant operations: water, electricity, gas, fire suppression systems, sewage outlets, heating, ventilation and air conditioning. The City shall reasonably determine the points in the Premises where such services will be made available to Tenant, after consultation with Tenant. In the event Tenant desires to change the points of supply by the City, the expense of making such changes or alterations shall be at the sole cost of Tenant. Any additional utility services requested by Tenant and not otherwise provided by the City shall be provided only with the City's approval and shall be subject to separate tariffs imposed, if any, by the applicable utility.

11.4.3 Except where, and to the extent, caused by any willful and wanton act of the City, its agents, employees, contractors, officers, directors or predecessors in interest, Tenant expressly waives any and all claims against the City for damages arising or resulting from failures or interruptions of utility services or any failure of performance by an independent party providing utility services to the Premises, including electricity, gas, water, plumbing, sewage, telephone, communications, heat, ventilation, air conditioning, or for the failure or interruption of any public or passenger conveniences.

11.5 City Ownership of Airport

Tenant agrees and irrevocably elects, with respect to itself and any successors in interest under this Agreement it will not claim depreciation or an investment credit for purposes of federal income taxes with respect to any portion of the Airport except an improvement or project that has been solely financed by Tenant.

Article 12

[RESERVED]

Article 13

INSURANCE AND INDEMNIFICATION

13.1 Insurance

13.1.1 Insurance Coverage Required. Tenant shall procure and maintain at all times, at Tenant's own expense, the types of insurance specified below, with insurance companies having an AM Best rating of A- or better, financial size rating of IV or better; or for those insurance companies not subject to AM Best's rating (a) an equivalent financial strength rating from S&P or (b) a similar nationally or internationally recognized reputation and

responsibility as reasonably approved by the City, covering all operations under this Agreement performed by Tenant. The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement with statutory limits. Such insurance shall include Employer's Liability Insurance coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent coverage with limits of not less than \$250,000,000 per occurrence for bodily injury (including death, personal injury and property damage liability and in the aggregate for war risks and allied peril). Such insurance shall include but not be limited to: all premises and operations, products/completed operations, war risk and allied peril liability (including terrorism), liability for any auto (owned, non-owned and hired) including liability for vehicles on the restricted access area of the Airport, mobile equipment, explosion, collapse, underground, separation of insureds, defense, independent contractors, and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be named as an additional insured on the policy and coverage shall be at least as broad as that afforded the named insured. The additional insured coverage shall not have any limiting endorsement or language under the policy such as but not limited to, Tenant's sole negligence or the City's vicarious liability. Tenant's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

To the extent Tenant relies on excess or umbrella insurance to satisfy the requirements of this subsection (b), any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of underlying policy without interruption, and shall include a drop down provision with no gap in policy limits.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles are used in connection with work to be performed by or on behalf of Tenant, Tenant shall provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence combined single limit, for bodily injury and property damage for any auto including owned, non-owned or hired autos; provided, however, that Tenant may reduce the foregoing amount to \$1,000,000 per occurrence combined single limit so long as Tenant's Commercial General Liability Insurance or equivalent coverage includes excess auto liability. The City shall be named as an additional insured on a primary, non-contributory basis.

(d) All Risk Builders Risk Insurance. When Tenant undertakes any construction at the Airport, including improvements, betterments or repairs, Tenant shall provide or cause its Contractor to provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility or project. Coverage extensions shall include boiler and machinery, earthquake and flood.

(e) All Risk Property Insurance. All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction for such premises including improvements and betterments of City property in Tenant's care, custody and control. Coverage shall include but not limited to boiler and machinery, earthquake, flood, sprinkler leakage, debris removal and business interruption and extra expense. The City shall be named as a loss payee, as their interests may appear. Tenant shall be responsible for all loss or damage to personal property owned, rented or used by Tenant.

(f) Professional Liability. When any architects, engineers, project managers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than \$2,000,000; provided, however, that design and construction architects, engineers, project managers, construction managers or other professional consultants who perform work with respect to any construction project undertaken by Tenant pursuant to this Agreement the cost of which is in excess of \$50,000,000 shall be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work on the contract. A claims made policy that is not renewed or replaced shall have an extended reporting period of at least two (2) years.

(g) Pollution Liability Insurance. Pollution Liability Insurance shall be provided covering bodily injury, property damage, clean-up and other losses caused by pollution conditions or incidents including any Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material with limits of not less than \$10,000,000 per pollution condition or loss and \$10,000,000 annual aggregate. Coverage shall include but not be limited to: response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense. When policies are renewed, the policy retroactive date shall coincide with or precede, start of work in connection with the Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City is to be named in the policy as an additional insured.

Coverage shall also include but not be limited to (a) underground and above ground storage tank(s) owned or operated by Tenant or its Associated Parties including any on site integral piping or dispensing equipment at the Airport and (b) any structural controls (above-ground or below-ground) used to treat sanitary sewer waste and storm water runoff operated by Tenant or Associated Parties at the Airport, as set forth in Section 14.1.6 (Environmental Article).

13.1.2 Additional Requirements.

(a) Evidence of Insurance. Tenant will furnish the Commissioner with original Certificates of Insurance (or copies thereof) and a copy of the additional insured endorsements, where applicable, evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance and additional insured endorsements, or such similar evidence, if the coverages have an expiration or renewal date occurring during the

term of this Agreement. Tenant shall submit evidence prior to Agreement award. The receipt of a certificate or other insurance evidence does not constitute an agreement by the City that the insurance coverage required in this Agreement have been fully met or the insurance policies indicated on the certificate or other evidence of insurance provided are in compliance with all the Agreement requirements. Failure of the City to obtain certificates or any other insurance evidence from Tenant showing compliance with these requirements of the Agreement is not a waiver by the City of any requirements for Tenant to obtain and maintain the specified coverages. Tenant shall advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities that may arise from or relate to the Agreement. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance at a mutually agreed location within the State of Illinois within ten (10) days of the City's written request.

(b) Failure to Maintain Insurance. The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall constitute a violation of the Agreement and an Event of Default under Section 17.1. To the extent there is such a failure, the City shall provide written notice thereof and Tenant shall have fifteen (15) business days to cure such failure, after which the City may exercise any remedy in Article 17 or any other remedies under this Agreement until proper evidence of insurance is provided.

(c) Notice of Cancellation, Material Change and Non-Renewal. Tenant shall provide for thirty (30) days' advance notice to the City in the event coverage required in this Agreement (except coverage for war and allied peril risk for which Tenant shall provide seven (7) days' advance notice or such other period as may be agreed by the parties) has substantially changed, canceled, or non-renewed. Upon the earlier of Tenant's receipt of a cancellation notice for non-payment of premium or Tenant's knowledge thereof, Tenant shall provide immediate notice to the City of such cancellation or impending cancellation with Tenant's written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(d) Insurance Required of Contractors and Subcontractors. In each contract with any Contractor or subcontractor, Tenant shall require such Contractor or subcontractor to obtain insurance coverages to adequately cover risks associated with any such contractor or subcontractor that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such contractor's or subcontractor's practices. Tenant shall determine if Contractor or subcontractor should provide any additional coverage or other coverage required herein. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including naming the City of Chicago as an additional insured on an additional insured form acceptable to the City. Tenant is also responsible for ensuring that each Contractor and subcontractor has complied the required coverage and terms and conditions outlined in this Section 13.1.2. When requested by the City, Tenant shall provide, or cause to be provided, to the City certificates of insurance and copies of additional insured endorsements or such other evidence of insurance, acceptable in form and content to the City. The City reserves the right to inspect complete, certified policy copies (or electronic copies thereof) of any required insurance

at a mutually agreed to location within the State of Illinois within ten (10) days of the City's written request. Failure of the Contractors or subcontractors to comply with required coverage and terms and condition outlined herein will not limit Tenant's liability or responsibility.

(e) No Limitation as to Tenant's Liabilities. Tenant expressly understands and agrees that any insurance coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the contract documents or by law.

(f) Waiver of Subrogation. Tenant waives and shall cause its insurers to waive, and Tenant shall cause each Contractors and subcontractors insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Tenant pursuant to this Agreement: (1) Workers' Compensation and Employer's Liability Insurance; (2) Commercial General/Airline Liability Insurance (primary and umbrella); (3) Automobile Liability Insurance; (4) All Risk Blanket Builder's Risk Insurance; and (5) all Risk Property Insurance. With respect to the waiver of subrogation for Worker's Compensation and Employer's Liability Insurance, Tenant shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver.

In the event Tenant or any Contractor, or their respective insurers, should seek to pursue contribution or a subrogation claim against the City, Tenant shall be responsible to pay all cost of defending such claims, including actual attorney's fees of counsel of the City's choosing, subject to Section 13.2.7.

(g) Tenant Insurance Primary. Tenant expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by Tenant under this Agreement. All insurance policies required of Tenant under this Agreement shall be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carried by the City.

(h) Insurance Limits maintained by Tenant. If Tenant maintains higher limits than the minimum required herein, the City requires and shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City, as their interest may appear.

(i) Joint Venture or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(j) Other Insurance obtained by Tenant. If Tenant desires additional coverages, Tenant shall be responsible for the acquisition and cost.

(k) Self-Insurance of Tenant. Tenant may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 13.1.1. It is understood that in any instance in which Tenant is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, Tenant, as a self-insurer, has the same duties and obligations to the City (i.e. obligation to provide a defense for

covered claims) and to the City's liability insurer(s) as a primary liability insurer has to excess insureds and excess insurers under a standard ISO policy form even though Tenant's self-insurance is not on a standard ISO form.

(l) City's Right to Modify. The City maintains the right, based on commercially reasonable standards, to modify, delete, alter or change the requirements set forth under this Section 9.1 with thirty (30) days prior written notice to Tenant.

13.1.3 City's Insurance. The City shall maintain in force during the Term the insurance it is required to maintain pursuant to the Signatory Airline Use and Lease Agreements.

13.2 Indemnification

13.2.1 Tenant agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by applicable statutes and case law, from and against any and all Claims, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

- (a) the tortious acts or omissions of Tenant or its Associated Parties;
- (b) Tenant's or its Associated Party's performance of the Work;
- (c) the violation by Tenant of this Agreement or of any law, ordinance, regulation or court order affecting the Airport; or
- (d) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by Tenant or its Associated Parties, or Tenant's failure to comply with obligations imposed upon Tenant or its Associated Parties, pursuant to this Agreement;

and Tenant will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.2.7.

13.2.2 Without limiting the foregoing, Tenant also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

- (a) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of the injury or death of any employee of Tenant. Tenant shall cause its licensees and Contractors to maintain in effect at all times workers' compensation insurance as required by law; and
- (b) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Consortium-Maintained City Equipment maintained by Tenant pursuant to

this Agreement, or which arise out of the operations of Tenant. However, Tenant may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Tenant to contest or appeal the same. Tenant shall be responsible for obtaining bills for all of said taxes and assessments for which Tenant is responsible directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to Tenant as soon as practicable.

13.2.3 Without limiting the foregoing, Tenant shall cause any Contractor to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all Claims including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, Contractors, agents or servants of Contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Tenant shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such costs and expense, subject to Section 13.2.7. "Injury" or "damage," as such words are used in this Section 13.2 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Tenant's obligation to cause any Contractor to agree to the requirements set forth in this Section 13.2.3, Tenant's failure to cause Contractor to do so shall not constitute a breach hereof, provided that Tenant performs all such actions Contractor would have been required to perform under this Section 13.2.3, including indemnifying and defending the City, itself.

13.2.4 The City shall notify Tenant as soon as practicable of each Claim in respect of which indemnity may be sought by the City against Tenant hereunder, setting forth the particulars of such Claim, and shall furnish Tenant with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

13.2.5 The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings related to any Claim against the City, provided that the City shall bear the costs of its participation to the extent such participation is not in furtherance of the City's defense of any such Claim. The City shall approve the terms of any settlement which requires the City to perform or refrain from performing any action, provided that such approval will not be

unreasonably withheld if a settlement includes a full and unconditional release for City Indemnified Parties.

13.2.6 Without limiting the generality of any other provision hereof, Tenant shall reimburse the City for the cost of any and all reasonable attorney's fees and investigation expenses and any other reasonable costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

13.2.7 Notwithstanding the provisions of this Section 13.2, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party's negligence is at least fifty-one (51%), or (b) a City Indemnified Party's willful and wanton misconduct is any percentage, of the total fault which proximately caused the Claims, Tenant's obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Tenant's and its Associated Parties' proportionate share of the total fault which proximately caused the Claims. The City and Tenant agree, however, that this Section 9.2.7 is not intended to obviate or lessen in any way Tenant's duty to defend the City Indemnified Parties; provided, however, that to the extent the City and Tenant mutually agree or a court of competent jurisdiction rules that the Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

13.2.8 Notwithstanding the provisions of this Section 13.2, Tenant's indemnification obligations for Environmental Claims are set forth in Section 14.7.

13.2.9 The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City or a City Indemnified Party that would exist at common law or under other provisions of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement.

13.2.10 Subject to Section 13.2.7, Tenant shall be liable for any loss or damage to any personal property or equipment of Tenant, its agents, servants, employees, officials, or independent contractors.

13.2.11 Tenant waives the right of contribution against the City Indemnified Parties, subject to Section 13.2.7, and subrogation against the City Indemnified Parties.

13.2.12 This Section 13.2 shall survive expiration or early termination of this Agreement. Tenant understands and agrees that any insurance protection furnished by Tenant pursuant to Section 13.1 shall in no way limit Tenant's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Article 14

ENVIRONMENTAL MATTERS

14.1 Tenant Representations, Warranties, and Covenants

Tenant represents, warrants, and covenants the following with respect to its use of the Airport pursuant to this Agreement:

14.1.1 Tenant has obtained and throughout the term of this Agreement shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws (as defined in the Signatory Airline Use and Lease Agreements), for conducting its operations at the Airport during the term of this Agreement; provided, however, that for the purposes of this Agreement, "Environmental Laws" will also include, where applicable, the rules and regulations of the United States Department of Agriculture Animal and Plant Health Inspection Service, including 7 C.F.R. 330.400-403 and 9 C.F.R. 94.5. Tenant shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Law pertaining to its and their use of and operations at the Airport.

14.1.2 Tenant shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

14.1.3 Tenant shall not conduct its operations at the Airport during the Term of this Agreement in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(a) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Airport, unless authorized by an Environmental Law;

(b) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Tenant or its Associated Parties at the Airport;

(c) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of the City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to the City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;

(d) any Release, Discharge or Disposal to soil or Waters at, underlying, or adjacent to the Airport in violation of any applicable Environmental Law; or

(e) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or, if applicable, any terms or conditions of any of Tenant's air permits.

14.1.4 Tenant shall, and shall ensure that its Associated Parties, handle, use, store, Dispose of, transport, or otherwise manage, any Hazardous Substance or Other Regulated Material at the Airport during the Term of this Agreement in a lawful manner. Without limiting the foregoing and as applicable, Tenant shall not conduct and shall ensure that its Associated Parties do not conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and, as applicable, in compliance with any de-icing policies and practices as may be adopted by the City in consultation with Tenant.

14.1.5 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Tenant or its Associated Parties, or resulting from Tenant's use, activities, and operations, at the Airport during the term of this Agreement, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Tenant shall ensure that either Tenant or its appropriate Associated Party(ies) signs such documents.

14.1.6 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Tenant or its Associated Parties at the Airport during the term of this Agreement. Maintenance frequencies for any such structural controls shall be established by Tenant in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law, including the O'Hare SWPPP, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls. Tenant shall remove and properly Dispose of any Waste in said designated structural controls maintained by Tenant prior to vacating the Airport.

14.1.7 Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any air pollution control equipment required by any applicable Environmental Law operated by Tenant or its Associated Parties on the Airport during the term of this Agreement. Maintenance frequencies for any such air pollution control equipment shall be established by Tenant in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable law. The air pollution control equipment units to be maintained shall include, but are

not limited to: scrubbers, filters, absorbers, condensers, precipitators, and other equipment, in each case to the extent such equipment is specifically listed on Exhibit A to this Agreement as the maintenance responsibility of Tenant. Tenant shall remove and properly Dispose of any Waste in said designated air pollution control equipment operated by Tenant prior to vacating the Airport.

14.1.8 If Tenant or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material at the Airport in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the O'Hare Spill Response Guide, Tenant shall report such Release, Discharge or Disposal to the appropriate governmental authorities in compliance with applicable Environmental Law, including the O'Hare Spill Response Guide. Tenant shall ensure that its Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

14.1.9 Tenant acknowledges that the City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Tenant shall conduct operations and activities at the Airport, including but not limited to construction, and shall ensure that its Associated Parties conduct operations and activities at the Airport in compliance with applicable Environmental Laws. Tenant acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Tenant shall minimize the exposure to storm water of materials generated, stored, handled, or used by Tenant or its Associated Parties at the Airport including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and shall make them available to the City upon reasonable request. Tenant further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Tenant applicable to Tenant are incorporated by reference into this Agreement to the extent affecting Tenant's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating Tenant's reasonable cooperation to assure the City's compliance therewith. The City shall provide advance notice to Tenant of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of, any permits issued to the City which may affect Tenant's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate Tenant's reasonable cooperation to assure the City's compliance therewith.

14.1.10 Tenant or its Associated Parties shall cooperate with the City, as reasonably requested from time to time by the City, to ensure that Tenant's operations at or use of the Airport will not unreasonably interfere with the City's implementation of its Chicago

O'Hare International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

14.1.11 Tenant, prior to vacating space at the Airport at which it performs Work for any reason, shall:

(a) remove and Dispose of any and all trash, debris, or Waste generated by Tenant or its Associated Parties;

(b) remove any and all above-ground containers and non-permanent structural controls owned by Tenant or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located at the Airport, unless Tenant and the City agree otherwise; and

(c) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Tenant or its Associated Parties and located at the Airport, provided, however, that Tenant shall have no such obligation with respect to any airport hydrant fuel system maintained by an airport fueling consortium.

14.1.12 Tenant understands and acknowledges that certain of its and the City's future capital projects at the Airport may require review or approval by the FAA, the United States Environmental Protection Agency ("USEPA"), or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or the City. If requested by the City, Tenant shall reasonably cooperate with the City in its preparation of such submittals as are required of the City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Tenant's future capital projects or in connection with the City capital projects at the Airport which benefit Tenant.

14.1.13 Tenant shall, and shall ensure that its Associated Parties, dispose of Hazardous Substances or Other Regulated Material in accordance with applicable Environmental Laws. Tenant shall, and shall ensure that its Associated Parties, employ properly permitted disposal facilities. Upon the City's reasonable request, the Tenant shall make available for City inspection documents relating to disposal activities of Tenant or its Associated Parties and/or the disposal facilities employed.

14.2 Right of Entry to Perform Environmental Inspections and Sampling

14.2.1 The City and its contractors and other agents shall have the full right to enter any part of the areas in the Airport where Tenant performs its Work, at all reasonable times and in the City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Tenant's operations thereon, or any other party's use and operations, including operations of Tenant's Associated Parties. The City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at the City's expense. The City will provide seventy-two (72) hours' advance written notice of any City inspection, assessment, investigation, regular inspection, or regulatory compliance audit of

Tenant's operations thereon, or any other party's use and operations, including operations of Tenant's Associated Parties or intrusive City sampling to Tenant, except in emergencies, when advance notice shall not be required. Tenant shall have the right to accompany the City when any such inspection or sampling is performed, provided that the City is not required to unreasonably delay its inspection or sampling to enable Tenant to be present. Tenant shall have the right to obtain, at Tenant's expense, split samples and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

14.2.2 Tenant shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to the City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, the City shall not unreasonably interfere with the authorized use of the areas in the Airport where Tenant performs its Work by Tenant or Tenant's Associated Parties. Tenant remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment.

14.3 Information to be Provided to the City

14.3.1 If Tenant receives any written notice, citation, order, warning, complaint, claim or demand regarding Tenant's use of, or operations at, the Airport during the term of this Agreement or other property at the Airport used by Tenant pursuant to this Agreement that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

(a) concerning any alleged Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties; or

(b) alleging that Tenant or any of its Associated Parties is the subject of an Environmental Claim or alleging that Tenant or any Associated Party is, or may be, in violation of any Environmental Laws; or

(c) asserting that Tenant or any such third party as identified in Section (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Tenant shall promptly, but not later than five (5) business days after Tenant's receipt, inform the City in writing of same, including a copy of such notice received by Tenant.

14.3.2 Tenant shall simultaneously provide to the City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(a) Tenant's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Airport used by Tenant pursuant to this Agreement, or

(b) any Release or Discharge arising out of the past or present operations at or use of the Airport used by Tenant or its Associated Parties pursuant to this Agreement.

14.3.3 In connection with any matter arising under Section 14.3.1 above, Tenant shall make available, within ten (10) business days of Tenant's receipt of the City's written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Tenant has submitted to any governmental agency pertaining to the environmental compliance status of Tenant's operations at or use of the Airport used pursuant to this Agreement by Tenant, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Tenant or its Associated Parties at the Airport used by Tenant pursuant to this Agreement.

14.4 Environmental Response and Compliance Obligations

14.4.1 limiting the indemnity obligations of Section 14.7, if, during the term of this Agreement, Tenant or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O'Hare Spill Response Guide, at any portion of the Airport or adjacent Waters, in connection with their operations at the Airport used by Tenant pursuant to this Agreement, Tenant shall perform or shall cause to be performed, consistent with the provisions of Section 14.5, the following:

(a) notify the O'Hare Communications Center ("OCC") of such Release, Discharge, or Disposal as required by and in accordance with the O'Hare Spill Response Guide and applicable Environmental Laws;

(b) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;

(c) promptly Respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;

(d) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;

(e) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and

(f) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory

jurisdiction as such may be issued under Environmental Laws, and provide such documentation to the City.

14.4.2 Any remedial or other activity undertaken by Tenant under this Article shall not be construed to impair Tenant's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Agreement, including Section 14.7, below.

14.5 Investigation, Remediation, or Corrective Action Process

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Tenant or Tenant's Associated Parties are required to perform at the Airport under this Agreement, including any such actions mandated in Section 14.4, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 14.4, Tenant shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to the City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Tenant's expense, and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice, at the City's expense. Specific cleanup levels for any environmental removals, remediation or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Airport for such purposes. Tenant may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Tenant shall reimburse the City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation. Tenant shall, at Tenant's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to the City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

14.6 The City's Rights to Ensure Tenant's Compliance with Environmental Response and Compliance Obligations

14.6.1 If, as is reasonably determined by the City, Tenant, Tenant's Associated Parties or their Associated Parties:

(a) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible

under Section 14.4, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(b) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is required under Section 14.4 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable the City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Sections 14.6.1(a) above and this Section 14.6.1(b), the City must first provide reasonable advance written notice to Tenant of Tenant's failure to comply with such obligations and a reasonable opportunity for Tenant to cure such failure to comply by Tenant initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible), then the City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Agreement and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action the City reasonably deems necessary to meet Tenant's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 14.4. In addition to notice and opportunity to cure as set forth in this Section 14.6.1(b), the City shall provide Tenant with its plan to perform such work for Tenant's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by the City consistent with the requirements of this Agreement shall be at Tenant's expense plus administrative expenses of the greater of five hundred dollars (\$500.00) or 25% of all costs incurred by the City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

14.6.2 Except as set forth in Section 14.6.3, below, if the City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Airport requiring the completion of appropriate Response actions as provided in Section 14.4.1, then City shall provide reasonable advance written notice to Tenant of its intention to take actions, to the extent of Tenant's obligations for such actions as provided in 14.4.1, to report, repair, contain, investigate, remove, correct or remediate such Release, Discharge, or Disposal consistent with the requirements of Section 14.4. Tenant shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide the City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by the City and, as appropriate, shall provide a basis for the City's pursuit of any responsible parties consistent with the provisions of Section 14.6.1. In addition to the above written notice, the City shall provide Tenant with its plan to perform such actions for Tenant's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be

reasonably considered by the City, after which the costs of such actions, if implemented by the City, shall be allocated by the City to the Terminal Cost Center.

14.6.3 Nothing in this Section 14.6 is intended or shall be construed so as to prevent the City or Tenant from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

14.7 Environmental Indemnification and Reimbursement

14.7.1 Notwithstanding any other provision to the contrary, Tenant agrees to indemnify, defend, and hold harmless the City, its past and present elected and appointed officials, officers, agents and employees (“Environmental Indemnitees”), from and against any and all Environmental Claims resulting from:

(a) the breach by Tenant of any representation or warranty made in this Article; or

(b) the failure of Tenant to meet its obligations under this Article, whether caused or unlawfully allowed by Tenant or any third party under Tenant’s direction or control; or

(c) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties or the failure of Tenant or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Tenant or its Associated Parties at the Airport or at other property at the Airport used by Tenant pursuant to this Agreement, during the term of this Agreement;

14.7.2 Notwithstanding the provisions of this Section 14.7, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee’s negligence or willful and wanton misconduct is at least fifty-one (51%) of the total fault which proximately caused the Environmental Claims, Tenant’s obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Tenant’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Environmental Claims. The City and Tenant agree, however, that this Section 14.7.2 is not intended to obviate or lessen in any way Tenant’s duty to defend the Environmental Indemnitees; provided, however, that to the extent the City and Tenant mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that the City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

14.7.3 The City shall provide Tenant with prompt notice of any Environmental Claims to allow Tenant the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Tenant shall, at its own cost and expense, defend all Environmental Claims whether frivolous or not. In the event the City undertakes any action, including but not limited to investigations, removals, remediation, or corrective actions with respect to any Environmental Claims in response to the failure of Tenant to defend such Environmental Claims as Tenant deems appropriate in its reasonable judgment, Tenant shall reimburse the City, upon written demand by the City, for all reasonable and documented costs that the City incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses of investigation, removal, Response, remediation, or corrective action.

14.7.4 Except to the extent set forth in Section 14.7.2, above, Tenant waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Sections 14.7.2 and 14.7.3, above.

14.7.5 Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

14.7.6 Any claims for environmental matters shall be subject to this Section 12.7 and shall not be subject to the General Indemnity provision of Section 13.2 in this Agreement.

14.8 Limitations

Except pursuant to Sections 14.6.2 and 14.6.3, Tenant's obligations under this Article shall not apply to: (a) any Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials that existed at the Airport prior to Tenant's or its corporate predecessor(s)'s initial occupancy or operations at such area(s) of Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials at the Airport, provided that neither Tenant or its corporate predecessor(s) nor any other party under Tenant's or its corporate predecessor(s)'s direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Release, Discharge or Disposal, or Hazardous Substances or Other Regulated Materials, or caused, unlawfully allowed or contributed to a subsequent Release, Discharge or Disposal of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Releases, Discharges, or Disposal that migrate onto, into, or from the areas in the Airport where Tenant performs its Work or the Airport and that were not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or third parties under Tenant's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (c) Releases, Discharges, or Disposal on, at, or from the Airport not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Tenant's or its corporate predecessor(s)'s direction or control.

14.9 Baseline Environmental Site Inspection

Prior to Tenant's initial use of, or operations at, the areas in the Airport where Tenant performs its Work, the City shall have the opportunity to perform, at its own expense, an Initial Walk-Through of the areas in the Airport where Tenant performs its Work regarding the environmental condition of the areas in the Airport where Tenant performs its Work and their state of compliance with Environmental Laws and produce an Initial Walk-Through report. The City shall provide Tenant with an opportunity to participate in the walk-through and review and comment upon the conclusions and findings of the Initial Walk-Through report. In the event pre-existing environmental conditions are encountered, the provisions of Section 14.4 shall apply, except that the provision in Section 14.4 limiting Tenant's obligations to incidents during the term of this Agreement shall not apply.

14.10 Concluding Environmental Site Inspection

At least sixty (60) days prior to vacating or surrendering the areas in the Airport where Tenant performs its Work or any portion of them for any reason, Tenant shall provide the City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Airport or that part of the areas in the Airport where Tenant performs its Work being vacated, and their state of compliance with the requirements of Section 14.1.11. City shall provide Tenant with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Tenant has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Tenant or anyone operating on its behalf is responsible as required by Section 14.1.11, or has otherwise failed to comply with the requirements of Section 14.1.11, the City will share its Concluding Walk-Through report and any relevant photographs with Tenant. Tenant will remove or correct any items to the extent not in compliance with the requirements of Section 14.1.11 within five (5) business days of receipt of said report and photographs or such longer period of time as reasonably requested by Tenant to perform the corrective actions. Tenant shall leave facilities and equipment being surrendered or vacated by Tenant in a state of good repair. However, tanks, structures and other items and materials owned by Tenant may revert to the City upon agreement of Tenant with the City accepting such tanks, structures and other items and materials in an "as is, where is" condition.

14.11 Tenant's Hazardous Substance-Related Equipment and Fixture

Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Tenant shall at all times remain the property of Tenant, and ownership of or responsibility for such equipment shall not pass to the City by virtue of such equipment being installed at the areas in the Airport where Tenant performs its Work, except pursuant to the agreement of the City and Tenant. No such equipment shall be installed without the written consent of the City.

14.12 Waiver

Any waiver of any provision of this Article, or any delay by the City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of the City, it being intended that no waiver shall be implied by the City's conduct or failure to

act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to the City elsewhere in this Agreement, at law, in equity, or otherwise.

14.13 Notice for Environmental Matters

With respect to those provisions of this Article 12 which expressly require the City to provide written notice to Tenant, electronic mail to the designated Tenant representative will satisfy such requirement. Tenant's representative for receiving environmental notices is designated in the general Notices provisions in Section 18.3.

14.14 Survival of Environmental Provisions

Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Tenant, are intended to and shall survive termination of this Agreement.

Article 15

DAMAGE, DESTRUCTION AND CONDEMNATION

15.1 Damage to, Destruction or Condemnation of Airport

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

15.1.1 The City may, at its option, replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

15.1.2 The City may, at its option, apply such proceeds to redeem any outstanding GARBs; provided, however, that GARBs may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of GARBs, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined, in its reasonable discretion, that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

The City shall use reasonable efforts to notify Tenant of the City's determination whether to proceed pursuant to Section 15.1.1 or Section 15.1.2 within six (6) months of the date of such damage, destruction or taking. Notwithstanding anything in this Section 15.1 to the contrary, proceeds resulting from such damage, destruction or taking will be applied consistent with the Bond Indenture.

15.2 Untenantable Conditions

15.2.1 If the Premises occupied by Tenant hereunder, or any substantial portion thereof, are damaged, destroyed or taken as result of an eminent domain proceeding and thereby rendered untenantable, then, after consultation with Tenant, the City shall replace, repair, rebuild or restore such Premises to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City and Tenant determine, in all cases subject to the City's right to operate the Airport.

15.2.2 In addition, if the Premises occupied by Tenant hereunder, or any substantial portion thereof, are damaged, destroyed or taken as result of an eminent domain proceeding and thereby rendered untenantable, then, unless the City provides Tenant with alternative Premises reasonably satisfactory to Tenant, (a) Tenant shall not be obligated to pay Fixed Terminal Charges for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one (1) year, Tenant shall be entitled, upon forty-five (45) days' prior written notice to the City, to delete such untenantable portion from its Premises Notice; provided that there shall be no abatement or reduction of Fixed Terminal Charges or deletion from its Premises Notice at any time where the untenantable condition is caused by the willful or negligent act or omission of Tenant or its Associated Parties.

Article 16

COMPLIANCE WITH LAWS AND RULES

16.1 Airport Rules

Tenant shall comply, and, to the maximum extent Tenant has the legal power to do so, shall cause its agents, employees, guests, invitees and Contractors to comply, with all Airport Rules.

16.2 Observance and Compliance with Laws

16.2.1 Tenant shall comply, and to the maximum extent Tenant has legal power to do so, shall cause its agents, employees, Contractors and licensees to, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by, all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, including all rules, regulations and directives of the Federal Aviation Administration. Tenant agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or other federal, state, county or municipal agency. To the extent applicable, Tenant shall comply with the provisions of Exhibit C, "Compliance with Laws," which may be amended by the Commissioner.

16.2.2 The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with Applicable Laws.

16.2.3 Tenant shall operate and maintain the Premises in a reasonably prudent manner and in accordance with Applicable Laws; provided, however, that this provision shall not be construed as a waiver by Tenant to challenge a local law, rule, regulation or ordinance that is pre-empted by State or Federal law.

16.2.4 Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

16.3 Subordination to Sponsor's Assurance Agreement

This Agreement shall be subordinate and subject to the terms of any "Sponsor's Grant Assurances" or like agreement that has been or may be furnished by the City to the United States of America, its boards, commissions, or agencies, including without limitation the FAA, or that is required by Applicable Laws, as a condition precedent to receiving federal financial assistance for development of the Airport and other Airport programs and activities.

16.4 Agreements with the United States

This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States, the terms and execution of which have been or may be required to enable or permit the transfer of rights or property to the City for airport purposes, or the expenditure of federal grant funds for Airport improvement, maintenance or development. Tenant shall reasonably abide by the requirements of agreements entered into between the City and the United States, as applicable to Tenant, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the City's entry into such agreements.

16.5 Security and Payment of Fines for Violation of Federal Regulations

16.5.1 Tenant acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the Term. Tenant, its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, shall comply with security measures (a) required of Tenant by the FAA or the TSA or by the City in accordance with applicable requirements of the FAA or the TSA or their authorized successor(s) or (b) contained in any Airport master security plan approved by the FAA or the TSA or their authorized successor(s). Tenant shall comply, at its own expense, with the TSA's security requirements applicable to Tenant at the Airport including, but not limited to, employee security training, badging, criminal background checks, access control, screening and inspections. Tenant shall cooperate with the TSA on all security matters.

16.5.2 Compliance with such security measures and requirements shall not relieve Tenant of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Tenant's obligations with respect to all applicable federal laws and regulations and its duty to undertake reasonable action to establish and maintain

secure conditions at and around the Premises. To comply with TSA requirements, Tenant hereby agrees to execute a reasonable exclusive area agreement pursuant to 49 C.F.R. 1542.111 with the City in form and substance which is reasonably acceptable to the parties. Tenant accepts security responsibility to use best efforts to prevent unauthorized access to the Premises. Tenant shall be responsible for preventing unauthorized persons from gaining access to the restricted areas of the Airport through the Premises during times and to the extent that Tenant has control of the Premises.

16.5.3 Tenant understands and agrees that security requirements may affect Tenant's operations and costs. Tenant shall be strictly liable for the payment of any fines assessed by the City or the payment of (or reimbursement of City for any payments of) any civil penalties assessed against City or Tenant relating to security and resulting from the negligence or intentional acts of omission or commission of Tenant's officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control, and Tenant shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns and suppliers and those under its control.

16.5.4 The City may impose and Tenant agrees to pay a reasonable non-discriminatory cost-based user fee, if any, for the privilege of using identification cards or badges to gain access to the Airport security access control system.

16.6 No Exclusive Rights

Nothing contained in this Agreement shall be deemed to grant to Tenant any exclusive right or privilege within the meaning of 49 U.S.C. § 40103(e) with respect to activity at the Airport, except that, subject to the terms and provisions of this Agreement, Tenant shall have the right to exclusive possession of any Exclusive Use Premises made available to Tenant under this Agreement.

16.7 Anti-Scofflaw

Tenant hereby represents and warrants and shall cause each of its Contractors to represent and warrant, that Tenant or such Contractors, as the case may be, is not in violation of Section 2-92-380 of the Municipal Code, and further agrees that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by Tenant an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

16.8 Ethics

Tenant hereby represents and warrants and shall cause each of its Contractors to represent and warrant that Tenant or such Contractors, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code.

16.9 Inspector General

Tenant understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. Tenant acknowledges and agrees that it shall be the duty of Tenant and its sub-licensees, Contractors and all their officers, directors, agents, partners and employees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. All contracts and other agreements must inform the parties of this provision and require understanding and compliance with it.

16.10 Business Relationships With Elected Officials, Municipal Code Section 2-156-030(b)

Tenant understands and will abide by the provisions of Section 2-156-030 of the Municipal Code, as applicable. Pursuant to Municipal Code Section 2-156-030(b), it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of Municipal Code Section 2-156-030(b) by any elected official with respect to this Agreement at the request or direction of Tenant will be grounds for termination of this Agreement. The term "financial interest" is defined as set forth in Municipal Code Section 2-156-080.

Municipal Code Section 2-156-010(1) defines a "financial interest" as an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include: (1) the authorized compensation paid to an official or employee for any office or employment; or (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership through purchase at fair market value or inheritance of not more than one-half of one percent of the outstanding common stock of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended.

16.11 City of Chicago Hiring Plan (Shakman Accord)

The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” and the June 16, 2014 “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Agreed Settlement Order and Accord and the 2014 City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a contractor, and from directing Tenant to hire an individual as an employee or as a contractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees.

16.12 No Waste Disposal in Public Way, Municipal Code Section 11-4-1600(E)

Tenant warrants and represents that it has not violated and is not in violation of the following sections of the Municipal Code (collectively, the “Waste Sections”):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Tenant’s violation of the Waste Sections, whether or not relating to this Agreement, constitutes a breach of this Agreement. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This Section 16.12 does not limit Tenant’s duty to comply with Applicable Law.

16.13 Visual Artists Rights Act Waiver

Tenant shall not install any object in the Tenant’s Premises or elsewhere in the Airport that constitutes a work of visual art as defined in 17 U.S.C. § 101 (the “Artwork”) unless and until Tenant has both (a) obtained prior written approval of the Commissioner to install the Artwork and (b) provided the City with a written waiver from the author of the Artwork, in form and substance reasonably satisfactory to City, waiving any and all rights in the Artwork that may be granted or conferred under 17 U.S.C. § 106A and 17 U.S.C. § 113(d). Tenant covenants that it will obtain a written waiver of all rights under 17 U.S.C. § 106A and 17 U.S.C. § 113(d) as necessary from any employees, contractors, subcontractors, subtenants or artists.

Article 17

DEFAULT, TERMINATION AND CHANGE OF LEASE TERM

17.1 Events of Default

Each of the following shall be an "Event of Default" under this Agreement:

17.1.1 Tenant shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code); or shall fail to pay its debts generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

17.1.2 Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against Tenant under any chapter of the Federal Bankruptcy Code.

17.1.3 By order or decree of a court, Tenant shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Federal Bankruptcy Code or under any other law or statute of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

17.1.4 A petition under any chapter of the Federal Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against Tenant and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

17.1.5 By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of Tenant and such possession or control shall continue in effect for a period of sixty (60) days.

17.1.6 Tenant shall become a corporation in dissolution.

17.1.7 The letting, license or other interest of or rights of Tenant hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Sections 17.1.1 through 17.1.5.

17.1.8 Tenant shall fail to duly and punctually pay any Fixed Terminal Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due and

shall continue to remain unpaid ten (10) business days after written notice has been provided to Tenant by the City or, with respect to any amount for which no payment date is provided herein, then ten (10) business days after written notice of the amount of such payment has been given to Tenant or an invoice for such payment has been submitted to Tenant.

17.1.9 Tenant shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Tenant by the City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the City's right to exercise remedies under this Agreement if corrective action is instituted by Tenant within such thirty (30) day period and diligently pursued until the failure is remedied.

17.1.10 Any lien shall be filed against the Premises or any portion thereof resulting from any act or omission of Tenant, and shall not be discharged or bonded over within thirty (30) days after written notice from the City, unless Tenant shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his or her reasonable discretion determines to be adequate to protect the interests of the City.

17.1.11 Other than during a time of force majeure, Tenant shall cease using or abandon substantially all of its Premises for a period of thirty (30) days, and Tenant has not commenced use or re-occupied its Premises within thirty (30) days after notice from the City.

17.1.12 Tenant shall make any purported Assignment or Sublease without the consent of the City (to the extent required), as set forth in Section 4.2, and which has not been remedied within thirty (30) days after notice from the City to Tenant.

17.1.13 Tenant shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or Tenant shall dissolve or otherwise dispose of all or substantially all of its assets or shall consolidate with or merge into another corporation.

17.1.14 To the extent applicable, Tenant shall fail to meet any of Tenant's security deposit requirements set forth in Section 9.2.

17.1.15 Tenant shall violate the Waste Sections of the Municipal Code or MCC 2-156-018, "Duty to report corrupt or unlawful activity" as set forth in Article 16 and Exhibit C; provided, however, that the Commissioner may provide for a reasonable cure period appropriate to the violation.

17.1.16 Tenant shall fail to maintain insurance as required by this Agreement, including the cure period provided in Section 13.1.2(b).

17.2 Termination by the City

17.2.1 Whenever an Event of Default has occurred and is continuing, the City may, at its option, upon thirty (30) days' prior written notice of such Event of Default:

17.2.2 terminate this Agreement and the lettings, licenses and other rights of Tenant hereunder, without discharging any of Tenant's obligations hereunder, including but not limited to Tenant's payment of Fixed Terminal Charges, and, at the City's further option, exclude Tenant from its Premises;

(a) without terminating this Agreement, exclude Tenant from its Premises and use commercially reasonable efforts to lease such Premises to another tenant for the account of Tenant, holding Tenant liable for all Fixed Terminal Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Fixed Terminal Charges and other amounts payable by Tenant under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new tenant under such new agreement.

17.2.3 In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Fixed Terminal Charges and any other amounts payable by Tenant hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of Tenant under this Agreement. For the avoidance of doubt, the City may seek an order for specific performance by Tenant of any obligation pursuant to this Agreement, perform said obligations itself or take other actions to mitigate losses that may result from Tenant's failure to perform and, if the City takes such actions, City may charge Tenant for the City's costs plus a 15% administrative fee.

17.2.4 All rights and remedies given to the City in this Agreement and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Tenant for Fixed Terminal Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Fixed Terminal Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Fixed Terminal Charges be construed as a waiver of the right to obtain possession of the Premises.

17.2.5 In no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

17.2.6 To the extent consistent with and permitted under the United States Bankruptcy Code or similar debtor relief laws, if Tenant seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, Tenant will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter pursuant to Tenant's obligations under Article 14 which arose prior to or arises during the course of Tenant's bankruptcy case. No tenant will be allowed to assume this Agreement without performing any required remediation as part of the cure of any Event of Default under this Agreement.

17.3 Change of Lease Term

17.3.1 Notwithstanding the provisions of Section 2.2, upon the occurrence of an Event of Default described in Sections 17.1.1, 17.1.10, 17.1.11, 17.1.12, 17.1.13 or 17.1.14, the City may notify Tenant that the term of this Agreement shall convert to month-to-month, commencing five (5) days after such notice and terminating upon thirty (30) days' written notice from the City to Tenant, or from Tenant to the City.

17.3.2 The conversion of the term of this Agreement pursuant to this Section 17.3 shall not discharge any of Tenant's obligations hereunder nor affect any of the City's other remedies set forth herein.

17.4 Agreement to Pay Attorneys' Fees and Expenses

In the event Tenant defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Fixed Terminal Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of Tenant herein contained, Tenant shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

17.5 Force Majeure

17.5.1 If either party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor disputes (all of which shall be subject to Section 18.14), inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorism, war, fire or other casualty, or other reason of a similar nature beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay, an "Unavoidable Delay"). This Section 17.5.1 shall not be applicable to Tenant's obligations to procure insurance or to pay Fixed Terminal Charges, or any other sums, moneys, costs, charges or expenses required to be paid by Tenant. If any provision of this Agreement negates or limits the period of any force majeure or Unavoidable Delay extension, such provision shall override this Section 17.5.1 and Tenant shall give the City notice of any Unavoidable Delay within a reasonable time (not to exceed one (1) year) following the occurrence of the delaying event.

17.5.2 The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any Applicable Laws.

Article 18

GENERAL PROVISIONS

18.1 No Partnership or Agency

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of licensor and licensee or lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Tenant the general representative or agent of the City for any purpose whatsoever.

18.2 No Personal Liability

No member, director, officer, elected official or employee of either party to this Agreement shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution thereof.

18.3 Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be: (a) mailed; (b) personally delivered, including via overnight courier; or (c) to the extent expressly permitted elsewhere in this Agreement for a specific notice or as mutually agreed by parties, sent by electronic mail with electronic receipt, to the City and Tenant at the following addresses:

If to the City, to:

Commissioner
Chicago Department of Aviation
Chicago O'Hare International Airport
10510 West Zemke Road
Chicago, IL 60666
[CDACommissioner@cityofchicago.org

With a copy to:

General Counsel
Chicago Department of Aviation
Chicago O'Hare International Airport
10510 West Zemke Road
Chicago, IL 60666
CDAGeneralCounsel@cityofchicago.org

If to Tenant for all notices, except pursuant to Sections 4.3 (City's Right of Entry), 11.3 (Performance by City upon Failure of Tenant), 14.13 (Notice for Environmental Matters), or 18.7 (Service of Process) of this Agreement, to:

If to Tenant for notices on environmental matters pursuant to Section 14.13 (Notice for Environmental Matters) of this Agreement, to:

[cc: Tenant general contact] _____
[Non-individual Electronic Mail Address]

If to Tenant pursuant to Section 4.3 (City's Right of Entry) or Section 11.3 (Performance by City upon Failure of Tenant) of this Agreement, to:

[cc: Tenant general contact] _____
[Non-individual Electronic Mail Address]

Or, with respect to any notice given pursuant to this Section 18.3, to such other person or address as either the City or Tenant may hereafter designate by written notice to the other in accordance with this Notices section. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or by other method with tracking and confirmation receipt), upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by electronic mail, upon receipt by either party of a written reply or electronic receipt). Tenant agrees to provide City with any changes to its notice information, including electronic mail addresses, within five (5) business days of such change.

With respect to Section 18.7 (Service of Process) of this Agreement, Tenant hereby designates as its agent in Chicago, Illinois;

18.4 Entire Agreement

This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend that this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

18.5 Amendment

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant.

18.6 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

18.7 Authorization to Operate; Consent to Service of Process and Jurisdiction

18.7.1 Tenant represents that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. Tenant warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

18.7.2 All judicial proceedings brought by the City against Tenant with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including any of the courts within Cook County, and by execution and delivery of this Agreement, Tenant accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Tenant hereby designates and appoints the representative designated in Section 18.3 as its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by Tenant to the City of the name and address of a new Agent for Service of Process that works within the geographical boundaries of the State of Illinois and is employed by or contracted with Tenant. Tenant irrevocably waives any objection (including any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of the City to bring proceedings against Tenant in the courts of any other jurisdiction.

18.8 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The

invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

18.9 Representatives

The City and Tenant shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Tenant, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. Tenant's representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

18.10 Successors and Assigns

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.11 No Third Party Beneficiaries

Unless otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

18.12 No Waiver

No failure by a party to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, prior to the expiration of the Term, shall constitute a waiver of such breach or of the non-defaulting party's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Agreement.

No waiver of default of any of the terms, covenants and conditions of this Agreement to be performed, kept and observed by the other party shall be construed or operate as a waiver of any subsequent default of any of the terms, covenants or conditions of this Agreement to be performed, kept and observed by the other party.

18.13 No Exclusive Right or Remedy

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties hereunder or at law or in equity.

18.14 Labor Disputes

Tenant agrees to use commercially reasonable efforts to avoid disruption to the City, its tenants, or members of the public arising from labor disputes involving Tenant, and in the event

of a strike, picketing, demonstration or other labor difficulty involving Tenant, to use its good offices, including the utilization of available legal remedies Tenant deems appropriate, to minimize or eliminate any disruption to the City, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

18.15 Action or Exercise of Power by the City

Any provision in this Agreement that requires action or an exercise of power by the City may be performed by the Commissioner or her or his designee, unless otherwise specified in this Agreement.

18.16 Conflicts

In the event of conflicts between this Agreement and the City-CATCO Agreement, the City-CATCO Agreement shall control.

18.17 Headings

The headings of the several sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions, or the interpretation or construction, of this Agreement.

18.18 Counterparts

This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Facilities Lease Agreement this ____ day of _____ 2018.

CITY OF CHICAGO,
an Illinois municipal corporation

CHICAGO AIRLINES TERMINAL
CONSORTIUM,
an Illinois non-profit corporation

Mayor

By: _____
Name: _____
Title: _____

Approved as to form and legality:

Recommended by:
DEPARTMENT OF AVIATION

Chief Assistant Corporation Counsel

Commissioner

Effective Date: May 12, 2018

EXHIBIT A

Permitted Uses

Chicago O'Hare International Airport

CHICAGO AIRLINES TERMINAL CONSORTIUM

Effective:

May 12, 2018

The Permitted Uses for the Leased Premises are limited to:

- Office space
- Operation space
- Storage area(s)
- Employee break room(s)

EXHIBIT B

Premises Notice

Chicago O'Hare International Airport

CHICAGO AIRLINES TERMINAL CONSORTIUM

Effective: May 12, 2018

Prepared: March 23, 2018

Room ID	Terminal	Concourse	Level	Square Footage	Type of Space	Exhibit Number
001.A	5	M	Lower	838	Airline Operations	CT.5.02
016.B	5	M	Lower	580	Airline Operations	CT.5.02
024.B	5	M	Lower	441	Airline Operations	CT.5.03
024.F	5	M	Upper	108	Airline Operations	CT.5.04
024.G	5	M	Upper	86	Airline Operations	CT.5.04
025.E	5	M	Lower	39	Airline Operations	CT.5.03
025.F1	5	M	Lower	50	Airline Operations	CT.5.03
025.H	5	M	Lower	218	Airline Operations	CT.5.03
038.H	5	M	Upper	233	Airline Operations	CT.5.04
038.J	5	M	Basement	280	Airline Operations	CT.5.01
055.A	5	M	Mezzanine	835	Airline Operations	CT.5.06
055.E	5	M	Mezzanine	155	Airline Operations	CT.5.06
055.F	5	M	Mezzanine	183	Airline Operations	CT.5.06
055.G	5	M	Mezzanine	193	Airline Operations	CT.5.06
059.A	5	M	Mezzanine	251	Airline Operations	CT.5.06
059.E	5	M	Mezzanine	192	Airline Operations	CT.5.06
079.A	5	M	Lower	459	Airline Operations	CT.5.03
079.A1	5	M	Lower	147	Airline Operations	CT.5.03
083.E	5	M	Lower	275	Airline Operations	CT.5.03
088.F	5	M	Lower	390	Airline Operations	CT.5.03
092.G	5	M	Lower	1,234	Airline Operations	CT.5.03
099.A	5	M	Basement	485	Airline Operations	CT.5.01
108.A	5	M	Upper	231	Airline Operations	CT.5.05
65.A	5	M	Penthouse	219	Airline Operations	CT.5.06
65.A1	5	M	Penthouse	21	Airline Operations	CT.5.06
R01.A	5	M	Lower	272	Airline Operations	CT.5.03
R01.A1	5	M	Upper	297	Airline Operations	CT.5.04
R01.A2	5	M	Upper	160	Airline Operations	CT.5.04
R03.C	5	M	Lower	243	Airline Operations	CT.5.03
R08.B	5	M	Upper	21	Airline Operations	CT.5.04
R09.B	5	M	Basement	366	Airline Operations	CT.5.01
R09.D	5	M	Lower	774	Airline Operations	CT.5.03
R38.B	5	M	Upper	21	Airline Operations	CT.5.05

Total Sq. Footage 10,297

Included Exhibits:

- 1) Exhibit CT.5.01
- 2) Exhibit CT.5.02
- 3) Exhibit CT.5.03
- 4) Exhibit CT.5.04
- 5) Exhibit CT.5.05
- 6) Exhibit CT.5.06



EXHIBIT B

Premises Notice

Chicago O'Hare International Airport

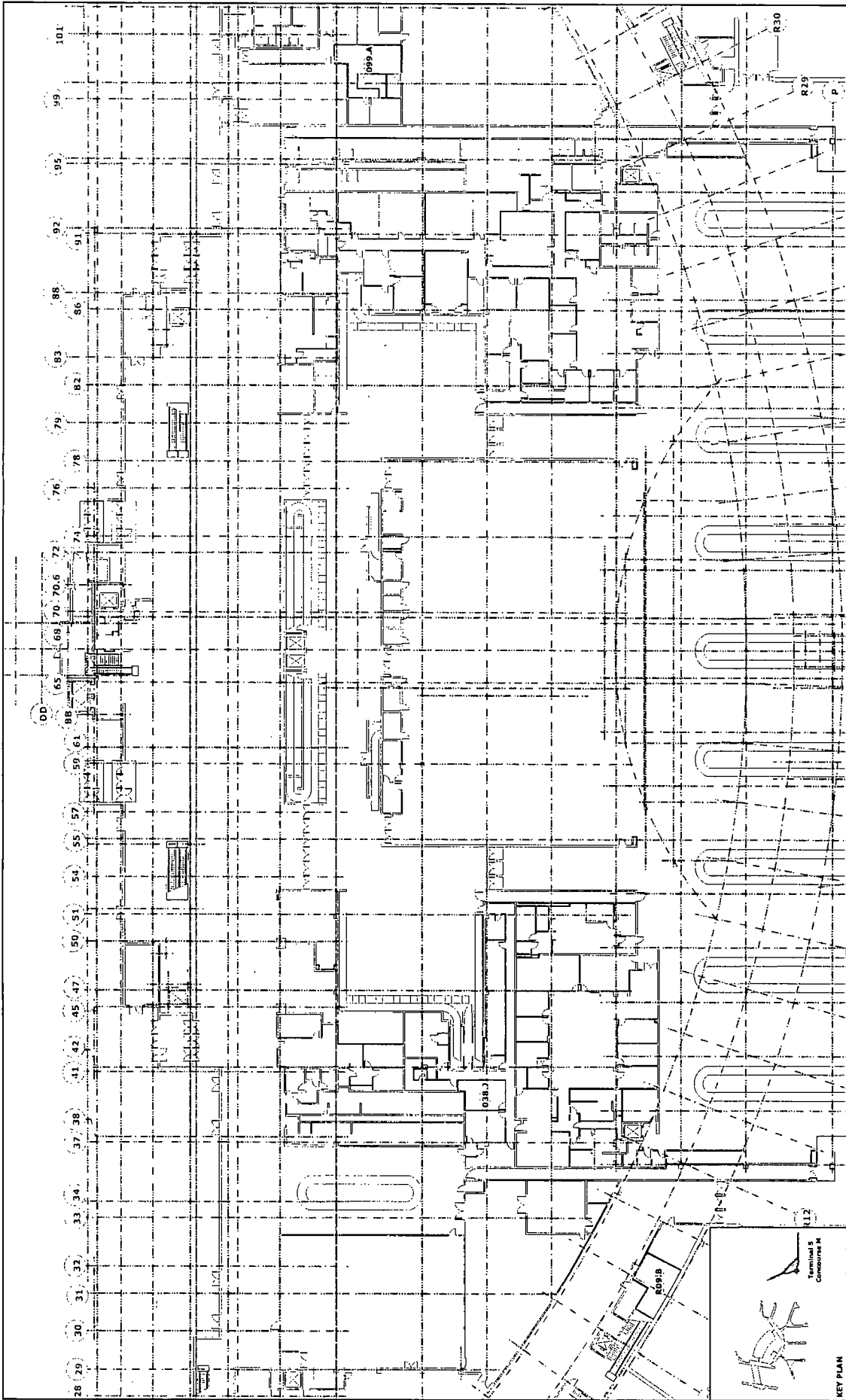
CHICAGO AIRLINES TERMINAL CONSORTIUM

Modifications Log

Mod #	Date	Sq. Footage Adjustment	Function of Space	Requested by	Notes

Signature _____

Date _____



Chicago O'Hare International Airport

City of Chicago
Rahm Emanuel
Mayor

Department of Aviation

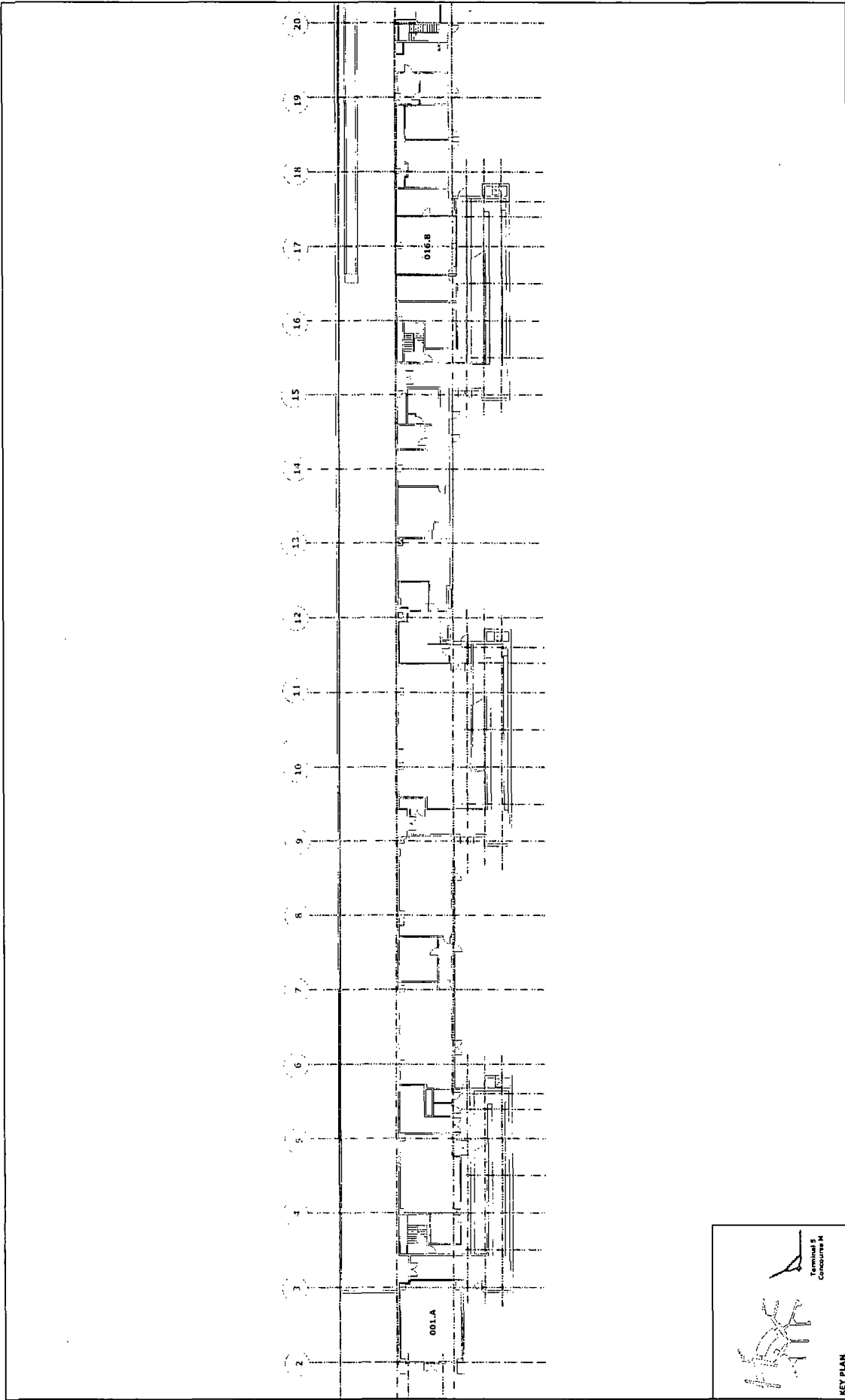



Terminal 5 - Main Concourse - Basement
Effective May 12, 2018

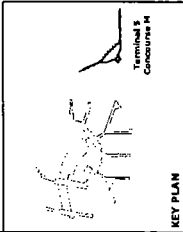
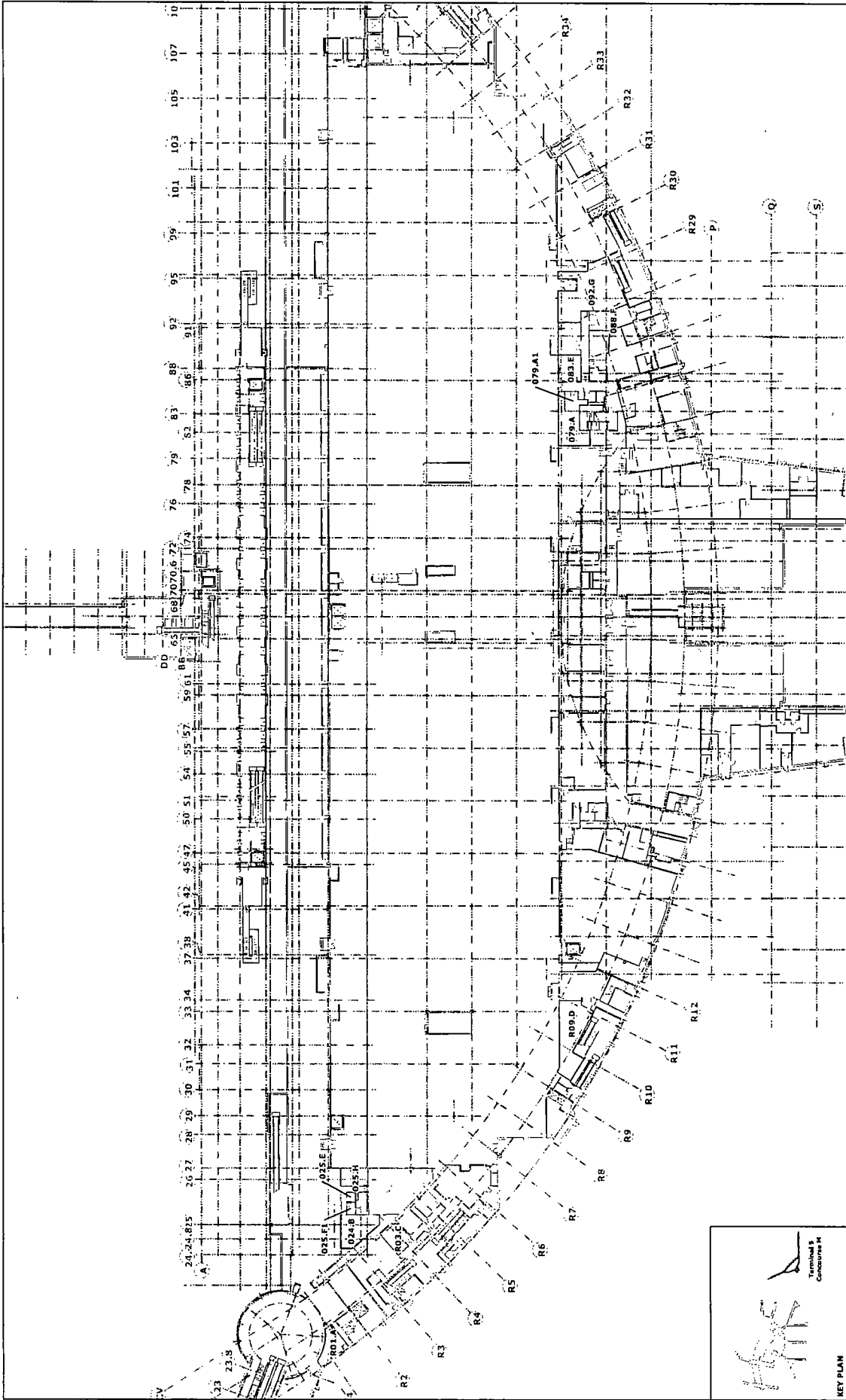
CICA TEC


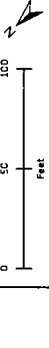
Exhibit CT.5.01

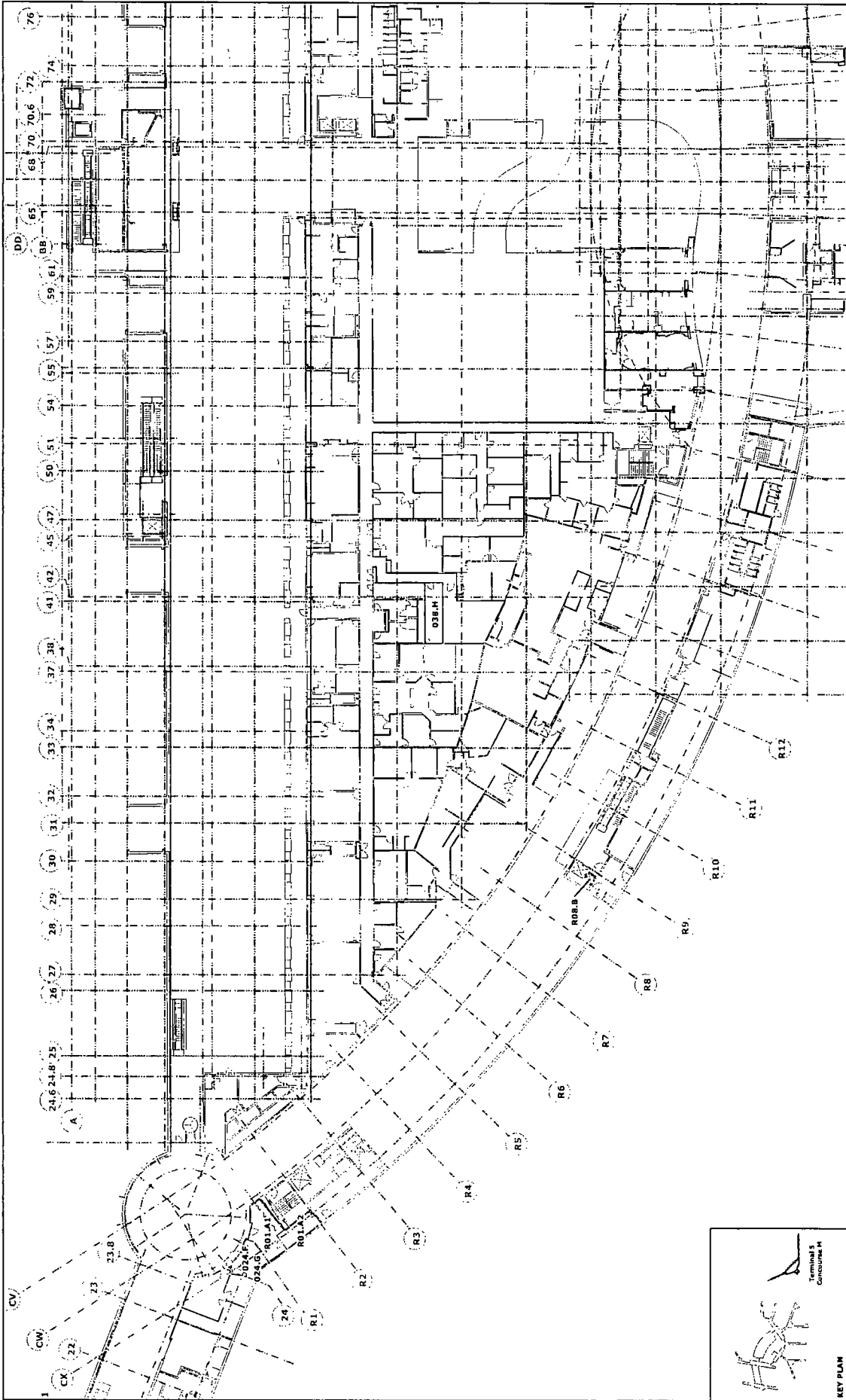
AS of 10/24/01
P01486_CTI_T05B.mxd



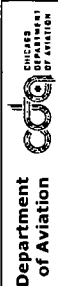
<p>Chicago O'Hare International Airport</p>	<p>City of Chicago Rahm Emanuel Mayor</p>	<p>Department of Aviation</p>	 <p>CDCA Chicago Department of Aviation</p>	<p>Terminal 5 - Main Concourse - Lower Level Effective May 12, 2018</p>	<p>CICA TEC</p>	<p>Exhibit CT.5.02</p> <p>As of 7/27/2018 Per the CICA ESI.mxd</p>
--	---	-----------------------------------	--	--	------------------------	---



<p>Chicago O'Hare International Airport</p>	<p>City of Chicago Rahm Emanuel Mayor</p>	<p>Department of Aviation</p> 	<p>Terminal 5 - Main Concourse - Lower Level Effective May 12, 2018</p>	<p>CICA TEC</p>		<p>Exhibit CT-5.03</p> <p>AS OF 3/23/2018 R0116 0131562.TXD</p>
--	---	---	---	------------------------	---	--



Chicago O'Hare International Airport
 City of Chicago
 Rahm Emanuel
 Mayor



Department of Aviation
 Terminal 5 - Main Concourse - Upper Level
 Effective May 12, 2018

CICA TEC

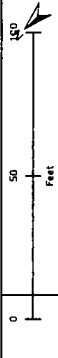
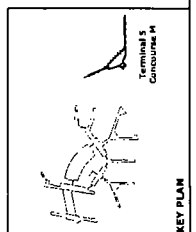
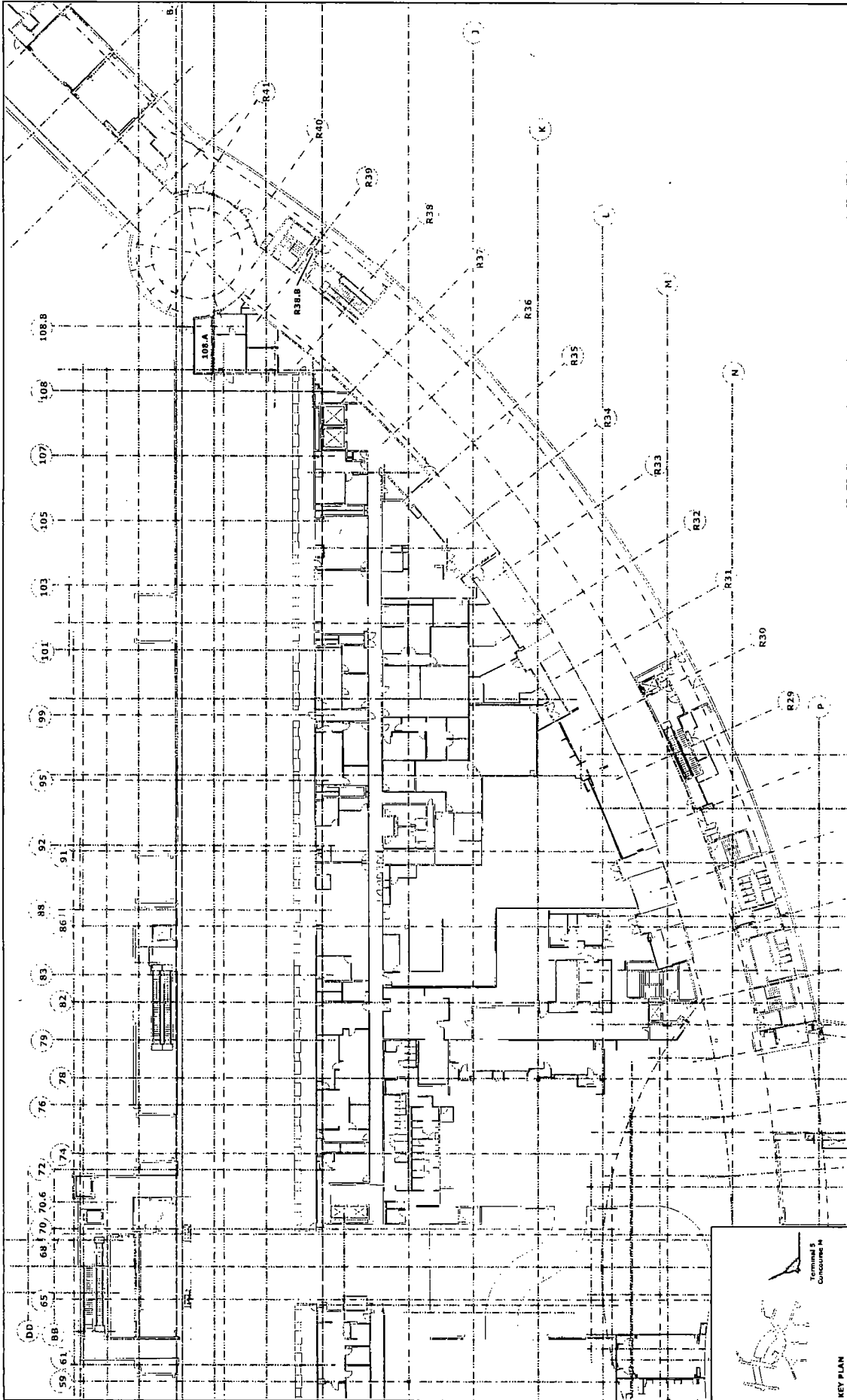


Exhibit
 CT.5.04

As of 2/27/2018
 Plot File: C:\1301.mxd





Chicago O'Hare International Airport

City of Chicago
Rahm Emanuel
Mayor

Department of Aviation

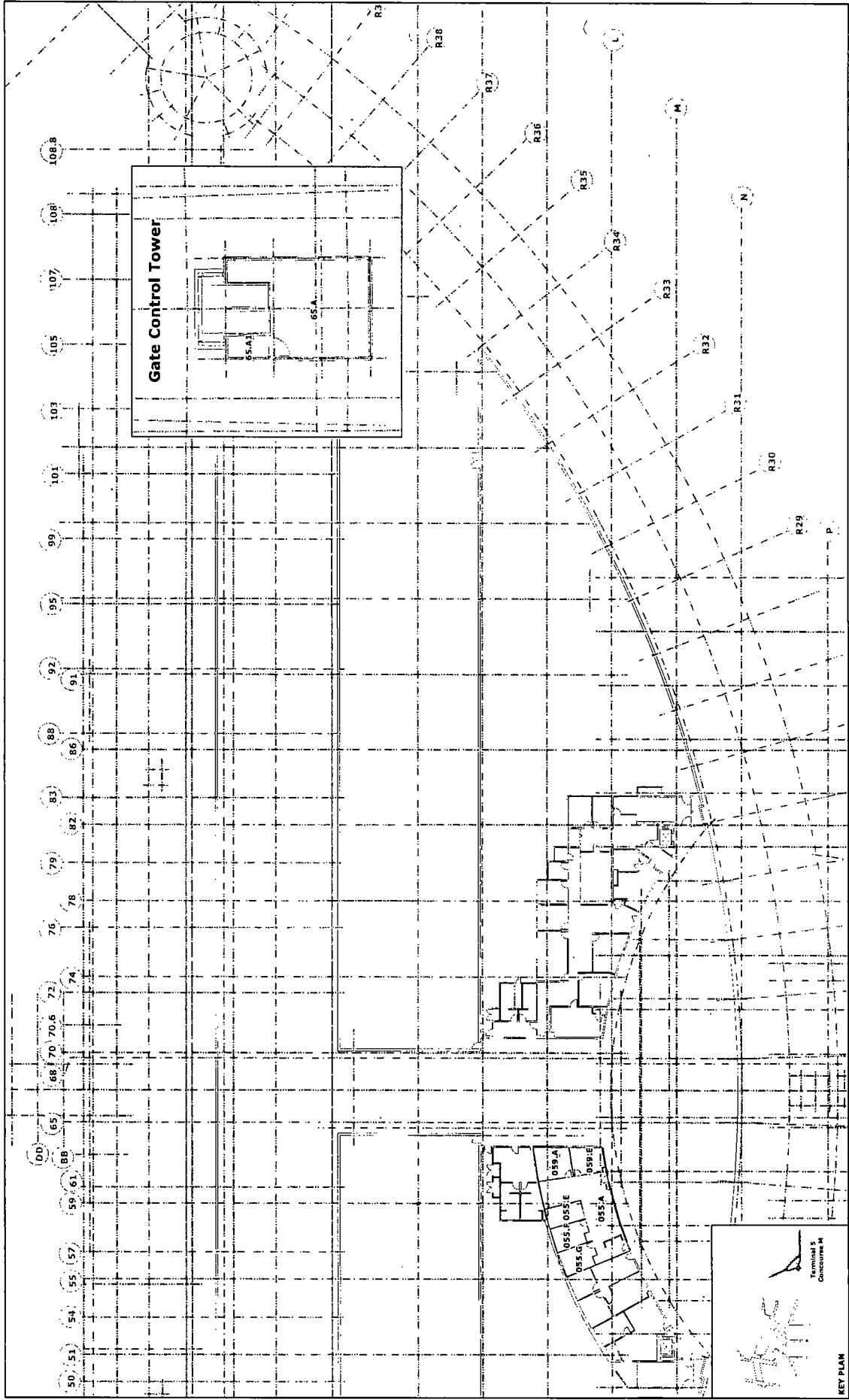
CHICAGO DEPARTMENT OF AVIATION

Terminal 5 - Main Concourse - Upper Level
Effective May 12, 2018

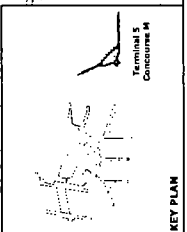
CICA TEC

Exhibit CT.5.05

AS of 2/23/2018
PWT File: CTA 1502.dwg



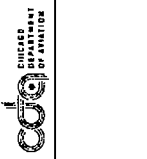
KEY PLAN



Chicago O'Hare International Airport

City of Chicago
Rahm Emanuel
Mayor

Department of Aviation



Terminal 5 - Main Concourse - Mezzanine
Effective May 12, 2018

CICA TEC

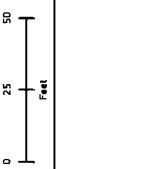


Exhibit CT.5.06

DATE: 02/27/15
PROJECT: CTA T5MP final

EXHIBIT C

COMPLIANCE WITH LAWS

Section 1. General Provisions

(A) Tenant shall comply, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement (regardless of whether they are reimbursed by the City) a requirement that its Contractors comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders.

(B) Tenant agrees that all of the applicable provisions set forth in this Exhibit will be incorporated in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement.

(C) Further, Tenant shall execute, and shall include in all of its agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement a requirement that its Contractors execute, such affidavits and certifications as shall be required by the City setting forth Tenant's and its Contractor's, as applicable, agreement to comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Such certifications shall be attached and incorporated by reference in the applicable agreements.

(D) In the event that any Contractor is a partnership or joint venture, Tenant shall also include provisions in its agreement with Contractor insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

(E) The City may unilaterally revise this Exhibit from time to time.

Section 2. Federal Nondiscrimination Requirements

(A) Tenant acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), 49 CFR Part 21, 49 U.S.C. § 47123, 28 CFR § 50.3 and other acts and regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation ("DOT") (collectively, and including all amendments thereto, the "Title VI Pertinent Nondiscrimination Acts and Authorities," and listed below) as a condition precedent to receiving Federal financial assistance from FAA for certain Airport programs and activities. The City is required under the Acts and Regulations to include in this Agreement, and Tenant agrees to be bound by, the following covenants and requirements:

i. Tenant, for itself, its assignees and successors in interest, covenants and agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or

disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA. In the event of Tenant's breach of any of the above Nondiscrimination covenants, the City shall have the right to terminate this Agreement.

ii. Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

iii. In the event of Tenant's breach of any of the Nondiscrimination covenants described in subsection (ii), above, the City shall have the right to terminate this Agreement, and to enter, re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This subparagraph (iii) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

iv. Tenant shall include these subsections (i) through (iv), inclusive, in Tenant's licenses, permits and other instruments relating to the Premises, and shall require that its licensees, permittees and others similarly include these statements in their licenses, permits and other instruments relating to the Premises.

(B) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Tenant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

(C) Nondiscrimination in Contracting Activities

i. Tenant, with regard to any contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. Any contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations.

ii. In all solicitations, either by competitive bidding, or negotiation made by Tenant or its contractor for work to be performed under a contract or subcontract, including procurements of materials, or leases of equipment, each potential contractor, subcontractor or

supplier will be notified by the contractor of Tenant and contractor's obligations under the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Section 3. State Nondiscrimination Requirements

Tenant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750, Appendix A. Tenant must also comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended; the Environmental Barriers Act, 410 ILCS 25/1 *et seq.*; and all other applicable state laws, rules, regulations and executive orders.

Section 4. City Nondiscrimination Requirements

(A) Tenant must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code; and all other applicable Municipal Code provisions, rules, regulations and executive orders.

(B) Further, Tenant must furnish, or cause each of its Contractors to furnish, such reports and information as requested by the Chicago Commission of Human Relations.

Section 5. Affirmative Action

Tenant assures that: (a) it shall undertake an affirmative action program as required by all federal, state and local laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 5 in Tenant's contracts and other applicable documents under this Agreement, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

Section 6. Safety and Security

(A) Tenant expressly acknowledges its responsibility to provide security at the Airport in accordance with 49 U.S.C. sec. 449 and 49 CFR Part 1542, "Airport Security," as such may be amended from time to time, including any applicable rules and regulations promulgated thereunder, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. Tenant expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 49 CFR

Part 1544, "Aircraft Operator Security," as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport's approved security program.

(B) All employees providing services at the Airport must be badged by the City, as provided below in Section 7, "Airport Security Badges." Tenant, Contractors, and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Tenant, its Contractors, their respective employees, invitees and all other persons under the control of Tenant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(C) All gates and doors that permit entry into restricted areas at the Airport must be kept locked at all times when not in use or under constant security surveillance. Tenant shall ensure that such gates and doors within its Premises are kept locked at all times when not in use or under Tenant's constant security surveillance. Any gate or door malfunctions discovered by Tenant must be reported to the Commissioner without delay and must be kept under constant surveillance, in the case of malfunctions within its Premises, until the malfunction is remedied, or in the case of other malfunctions, until relieved by a responsible party.

(D) Tenant shall ensure that the following provision is inserted in all contracts entered into with any Contractors and with any labor organizations who furnish skilled, unskilled and craft union skilled labor, or who may provide any materials, labor or services in connection with this Agreement:

"Aviation Security: This Agreement is subject to the airport security requirements of 49 U.S.C. chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 C.F.R. Part 1542 and all other applicable rules and regulations promulgated thereunder. In the event that Tenant, or any individual employed by Tenant, in the performance of this Agreement, has (i) unescorted access to aircraft located on or at the Airport (ii) unescorted access to secured areas or (iii) capability to allow others to have unescorted access to such aircraft or secured area, Tenant shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration, the Under Secretary of the Transportation Security Administration and City may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Tenant shall, notwithstanding anything

contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement shall comply with those guidelines developed by City, the Transportation Security Administration and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans, and specifications.”

Section 7. Airport Security Badges

(A) As part of Airport operations and security, Tenant must obtain from the Airport badging office Airport Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Tenant has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver’s Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his or her discretion, including but not limited to name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). Tenant is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his or her designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his or her sole discretion. Tenant must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working under this Agreement.

(B) As provided in Section 6 above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (“CHRC”) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

(C) Airport Security Badges, Vehicle Permits and Driver’s Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Tenant will be jointly and severally liable for any fines imposed on its employees or its Contractors’ employees at the Airport by the City.

(D) In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver’s Licenses must be adhered to:

i. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the Airport.

ii. All individuals operating a vehicle on the Aircraft Operations Area (“AOA”) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operator’s Driver’s License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver’s Permit.

iii. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

iv. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

v. Tenant’s personnel who function as supervisors, and those that escort Tenant’s equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

Section 8. Confidentiality of Airport Security Data

Tenant has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act, such as information affecting security of the airport (“Airport Security Data”). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Tenant acknowledges that information provided to, generated by, or encountered by Tenant may include Airport Security Data. If Tenant fails to safeguard the confidentiality of Airport Security Data, Tenant is liable for the reasonable costs of actions taken by the City, the Federal Aviation Administration (“FAA”), or the Transportation Security Administration (“TSA”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All agreements entered into in connection with or pursuant to the performance of any acts or obligations under this Agreement by Tenant must contain the language of this section. If Tenant fails to incorporate the required language in all such agreements, the provisions of this section are deemed incorporated in all such agreements.

Section 9. Americans with Disabilities Act and Air Carrier Access Act

(A) Tenant shall be solely and fully responsible for ensuring that Tenant’s operations, wherever they may occur at the Airport, and any improvements made by Tenant pursuant to this Agreement, shall comply with Title II (to the extent applicable) and III of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended from time to time (“ADA”), and the Air Carrier Access Act, 49 U.S.C. § 41705, as amended from time to time (“ACAA”), including

without limitation any obligation to provide boarding and deplaning assistance at the Airport. In the event of a violation of or non-compliance with Title II (to the extent applicable) or III of the ADA or the ACAA, Tenant shall develop a work plan to correct such violation or non-compliance. The City's approval of or acceptance of any aspect of Tenant's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. Tenant agrees to indemnify, defend, and hold the City harmless from any and all costs incurred by the City with respect to Tenant's failure to comply with the ADA or the ACAA for Tenant's operations or any improvements made by Tenant at the Airport. The City shall comply with the ADA and the ACAA as applicable to any facilities constructed by the City and any improvements made by the City at the Airport.

(B) Tenant shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

Designs

"The Consultant warrants that all design documents produced for the City under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. ("ACAA"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code ch. 1, Sec. 400.110 et seq.; and all other applicable statutes, rules, regulations and executive orders. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standards providing greater accessibility."

Construction Contracts

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, 42 U.S.C. sec. 12101 et seq.; 41 C.F.R. part 60 et seq.; the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAG"); the Air Carrier Access Act, 49 U.S.C. § 41705, et seq. ("ACAA"); the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at 71

Ill. Adm. Code ch. 1, Sec. 400.110; and all other applicable statutes, rules, regulations and executive orders. The Contractor shall, prior to construction, review the plans and specifications and notify Tenant and the City in the event that the plans and specifications are not in compliance with the above referenced standards.”

Section 10. Inspector General

Pursuant to Article 16 of this Agreement, Tenant shall ensure that the provision set forth below is inserted in all contracts or agreements entered into with any contractors, subtenants or licensees/sub-licensees, and any work or service providers providing any materials, labor, or services in connection with this Agreement, including but not limited to design professionals and Project Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor:

“[Contractor/Subtenant] and all of its [subcontractors/subtenants] have a duty to cooperate with the Inspector General of the City of Chicago in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. [Contractor/Subtenant] understands and will abide by all provisions of that chapter. All [subcontracts/subtenant agreements] must inform [contractors/subtenants] of this provision and require understanding and compliance with it.”

Additionally, with respect to any work or services to be paid by the City, pursuant to MCC 2-156-018 it is the duty of Tenant, and any of its Project Contractors, to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. “Corrupt activity” means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under any applicable reimbursement agreement. Reports may be made to the Inspector General’s toll-free hotline, 866-IG-TIPLINE (866-448-4754).

Section 11. Multi-Project Labor Agreement

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work on City property, as described in the PLA, a copy of which may be found on the City’s website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>

To the extent that Tenant engages in work subject to the PLA, whether or not reimbursed by the City, Tenant acknowledges familiarity with the requirements of the PLA and shall comply with them.

Section 12. Minimum Wage and Other Labor Laws

Tenant will comply with all applicable federal, state, and local labor laws and regulations, including, without limitation: the Fair Labor Standards Act, 29 U.S.C. § 201; the Occupational Safety and Health Act, 20 CFR Part 1910; and City minimum wage ordinances and executive orders and associated rules and regulations. This includes, without limitation, compliance with the wage requirements set forth in Mayoral Executive Order 2014-1, incorporated by reference, to the extent that the Order would apply to Tenant's activities.

Section 13. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

(A) Neither Tenant or any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee (as such term is defined in Municipal Code Chapter 2-156) (a) after execution of this Agreement by Tenant, (b) while this Agreement or another agreement between Tenant and the City (an "Other Contract") is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

(B) From the date the City approached Tenant or the date Tenant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

(C) Tenant shall not (i) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (ii) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (iii) bundle or solicit others to bundle contributions to the Mayor or to the Mayor's political fundraising committee.

(D) The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this Section 13 or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this Section 13 or Mayoral Executive Order No. 2011-4.

(E) Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 13 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement and any Other Contract, for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including termination for default) under this Agreement, under any Other Contract, at law and in equity. This Section 13 amends any Other Contract with respect to the matters described herein and supersedes any inconsistent provision contained therein.

Section 14. Certification Regarding Lobbying

(A) Tenant certifies by signing and submitting this Agreement, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Tenant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. Tenant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(B) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 15. Distracted Driving

(A) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

(B) In support of this initiative, the City encourages Tenant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Tenant must include the substance of this Section 15 in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PRIVATE AND CONFIDENTIAL



The entity(s) listed below have submitted Economic Disclosure Statements and associated documentation with regard to this ordinance (O2018-3040). This information is on file and available in the Office of the City Clerk.

The pages are not viewable on the public website or other public reports because they contain personal or sensitive information not suitable for publication. The following pages are considered a redacted portion of the entire legislative document.

O2018-3040 – DISCLOSURE LIST

- CICA Terminal Equipment Corp.
- American Airlines, Inc.
- American Airlines Group, Inc.
- Compania Panameña de Aviacion, S.A. (Copa Airlines)
- Japan Airlines Co., Ltd.
- Delta Airlines, Inc.
- Koninklijke Luchtyaart Maatschappij, N.V., a.k.a. KLM Royal Dutch Airlines
- Societe Air France a.k.a. Air France
- United Airlines, Inc. (plus SEC Report, etc.)