City of Chicago

O2018-3039

Office of the City Clerk

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Meeting Date:	3/28/2018
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Fuel system lease agreement with ORD Fuel Co. LLC at Chicago O'Hare International Airport
Committee(s) Assignment:	Committee on Aviation

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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 a fuel system lease agreement with ORD Fuel Co., LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

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, pursuant to an Amended and Restated Chicago-O'Hare International Airport Fueling System Lease (as amended, the "Existing Fueling System Lease") dated as of January 1, 1985, the City has leased certain land and related improvements at O'Hare and granted certain easements to certain airlines operating at O'Hare (collectively, the "Lessees") for the operation of a fueling system (the "System") at O'Hare; and

WHEREAS, the Existing Fueling System Lease, by its terms, will terminate on May 11, 2018 (the "Termination Date"); and

WHEREAS, in order to provide for the continued operation and maintenance of the System after the Termination Date, the City has determined to enter into a Fuel System Lease Agreement Chicago O'Hare International Airport, in substantially the form attached to this ordinance as Exhibit A (the "New Fuel System Lease"), with ORD Fuel Company, LLC, a limited liability company organized under the laws of the State of Delaware and authorized to do business in the State of Illinois (the "Lessee"), to operate and maintain the System; 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 (the "Mayor"), upon the recommendation of the Commissioner of the Chicago Department of Aviation (the "Commissioner") and the approval of the Corporation Counsel as to form and legality, is authorized to execute the New Fuel System Lease in substantially the form attached hereto as Exhibit A, and the City Clerk is authorized to attest and affix the corporate seal of the City to the New Fuel System Lease.

SECTION 3. The Commissioner is authorized to execute, from time to time during the term of the New Fuel System Lease, amendments to the New Fuel System Lease, including without limitation amendments to Exhibit B and Exhibit D to the New Fuel System Lease, to reflect changes to the System agreed to with the Lessee.

SECTION 4. The Commissioner is authorized to adopt such rules and regulations as the Commissioner may deem necessary or appropriate to implement or administer this ordinance and the New Fuel System Lease authorized by this ordinance.

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 to Ordinance

FUEL SYSTEM LEASE AGREEMENT
CHICAGO O'HARE INTERNATIONAL AIRPORT

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FUEL SYSTEM LEASE AGREEMENT

CHICAGO O'HARE INTERNATIONAL AIRPORT

This Fuel System Lease Agreement ("Lease") is made and entered into on the countersignature date by 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 (the "City") with effect from and after the Effective Date (as defined below) by and between the City and ORD Fuel Company LLC, a limited liability company authorized to do business in the State of Illinois ("Lessee").

WITNESSETH:

WHEREAS, the City is the owner of Chicago O'Hare International Airport ("Airport") located in the City of Chicago, Illinois; and

WHEREAS, the City is vested with the authority to make provisions for the needs of aviation, commerce, shipping, and travel in, to and around the Airport to promote and develop the Airport, and in the exercise of such power, to enter into any lease of City-owned properties on the Airport, upon such terms and conditions as the corporate authorities of the City shall prescribe; and

WHEREAS, the Lessee desires to operate and maintain the System, as hereinafter defined; and

WHEREAS, the City desires to lease the System to the Lessee upon the terms and conditions and for the consideration herein provided; and

WHEREAS, the Lessee desires to lease and utilize the System upon the terms and conditions and for the consideration hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits, covenants and agreements contained herein and hereinafter to be observed and performed and in consideration of the fees and charges to be paid to the City, the City and the Lessee hereby covenant and agree as follows:

Article I

PARTS AND DEFINITIONS

SECTION 1.01 Parts. All articles and exhibits to this Lease and any exhibits or schedules that may be referred to in any duly executed amendment hereto, are hereby incorporated into this Lease by this reference for all purposes and may be amended only in accordance with the provisions of this Lease. In the event of any conflict or inconsistency between or among the provisions of such articles or exhibits, it is agreed that the provisions of the articles shall control over the provisions of the exhibits.

SECTION 1.02 Definitions. The following terms, when used in this Lease, shall have the following meanings:

(a) "Additional Contracting Airline" means an Air Carrier that becomes a member of Lessee and a party to the Interline Agreement after the effective date of the Interline Agreement.

(b) "Additional Reserve Account" has the meaning set forth in Section 2.08(a).

(c) "Air Carrier" means any "air carrier" or "foreign air carrier" or "air cargo carrier" certified by the FAA and which is operating at the Airport.

(d) "Airport" means Chicago O'Hare International Airport located in Chicago, Illinois.

(e) "Airport Use and Lease Agreement" means the "Airport Use and Lease Agreement for Chicago O'Hare International Airport" by and between the City and Signatory Airlines, as that term is defined in the Airport Use and Lease Agreement, and any successor agreement governing Air Carrier use of the Terminals and airfield at the Airport.

(f) "Associate/Affiliate Airline" means an Air Carrier as to which a member of the Lessee has certified (a) that such Air Carrier is controlled by, controls or is under common control with the member or (b) that the member has a contract with such Air Carrier pursuant to which (i) the member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the member, and that the member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the member's price for use of the System.

(g) "Associated Party" means the Lessee; the Operator; and each of their employees, contractors, subcontractors, agents, licensees, related parties, sub-Lessees, vendors, invitees (excluding customers), any other person or entity that Lessee or the Operator permits to use any portion of the System (regardless of whether Lessee or Operator enters into a sublease, assignment or license with such other party), and other parties under Lessee's or Operator's direction or control that come onto the Airport arising out of or relating to Lessee's use or occupancy of the System. Notwithstanding the foregoing, the defined term of "Associated Parties" as used in this Lease shall not be interpreted to nor shall its use herein negate, supersede or contradict in any manner Lessee's legal relationship as to any such party under any other contract, agreement, or obligation, of any nature whatsoever whether written or otherwise, between Lessee and any of the above-listed parties nor the duties, rights and obligations of any of the parties listed above under any other contractual relationship with Lessee. Further, as to Lessee and any person or entity defined as an Associated Party under this Lease, the legal

relationship of Lessee to any "Associated Party" shall be solely defined by the contractual agreement between Lessee and such party.

(h) "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified in Chapter 11 of the United States Code.

(i) "Bulk Storage Facility" means that portion of the System which includes, but is not limited to, the pumps, filters, tank truck loading and off-loading area, piping and accessory equipment, provisions for pipeline Fuel or Gasoline receipt, bulk storage tanks, roads, levees and drainage located within the Premises.

(j) "Capital Improvement Costs" means all past, present and future capital expenditures to improve the System including, but not limited to, actual construction costs; architectural and engineering fees; program management fees; testing (including Fuel and Gasoline required for such testing) and inspection fees; construction management fees; permit fees and other direct or allocable fees; interest during construction; allocable out-of-pocket financing costs; reasonable attorneys' fees; normal financial advisors' fees; usual and customary costs associated with the issuance of bonds and all other costs directly attributable to the cost of designing, constructing and financing the System, or removal or decommissioning of System components less any grants-in-aid or similar amounts used in financing the improvements.

(k) "City" has the meaning set forth in the first paragraph of this Lease.

(l) "City Indemnified Parties" means the City, its past and present elected and appointed officials, officers, agents, employees, contractors, consultants and representatives.

(m) "City Cost Recovery Charge" has the meaning set forth in Section 4.01(a).

(n) "City System Costs" means any costs incurred by the City that are attributable to the System, including without limitation direct and indirect costs, City in-house costs (including City employees' time attributable to the administration and management of the System), consulting and engineering fees, attorneys' fees, insurance and premium costs, insurance deductibles and self-retention for property insurance, Capital Improvement Costs, operation and maintenance costs, repair and construction costs, costs incurred in connection with capital improvements, the demolition, removal or decommissioning of any portion of the System, security expenses, entry and inspection costs, costs arising from Lessee's failure to perform any obligations under this Lease, costs related to the Clean Up of any Environmental Condition and any other costs incurred by the City to comply with Environmental Laws.

(o) "Claim" has the meaning set forth in Section 9.02(d).

(p) "Clean Up" means performing, in accordance with, and to the extent required by, applicable Environmental Laws and this Lease, all required evaluation,

investigation, testing, feasibility studies, risk assessments, removal, disposal, backfill, remediation, containment, capping, encapsulating and monitoring of Hazardous Substances or Other Regulated Materials on or emanating from the System.

(q) "Commissioner" means the Commissioner of the Department of Aviation of the City.

(r) "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.

(s) "Construction Contracts" has the meaning set forth in Section 5.03.

(t) "Contracting Airline" means an Air Carrier that is a party to the Interline Agreement and is a member of the Lessee, including any Additional Contracting Airline.

(u) "Discharge" means leaking, spilling, pouring, depositing or otherwise Disposing of Hazardous Substances or Other Regulated Materials into land, wetlands or Waters, now or in the future.

(v) "Dispose", "Disposal" or "Disposing" and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substances or Other Regulated Materials into or on any land or water so that such Hazardous Substances or Other Regulated Materials or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(w) "DOT" means the United States Department of Transportation or its successor agency or agencies.

(x) "Effective Date" means May 12, 2018.

(y) "Environmental Audit" means a comprehensive evaluation of the environmental compliance of the System performed by an Environmental Professional with specific knowledge of aviation fueling operations, applicable Environmental Laws and Industry Standards.

(z) "Environmental Claim" means any demand, cause of action, proceeding, or suit for 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 sought by a governmental agency or a third party, or 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, Clean Up, 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 to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

(aa) "Environmental Condition" means the presence of Hazardous Substances or Other Regulated Materials, environmental contamination or damage by Hazardous Substances or Other Regulated Materials at, upon, under or adjacent to the System as a result of the escape, seepage, leakage, spillage, Discharge, deposit, Disposal, emission, or Release of Hazardous Substances or Other Regulated Materials from the System or arising out of the operation of the System.

(bb) "Environmental Laws" means all Federal, state, or local Laws, including statutes, ordinances, codes, rules, Airport guidance documents, written directives, plans, and policies of general applicability, permits, regulations, licenses, authorizations, orders, or injunctions which pertain to health, safety, any Hazardous Substances or Other Regulated Materials, 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 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. Section 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. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 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 MWRD; the Municipal Code of the City of Chicago; any rules, regulations or orders issued by the Illinois Office of the State Fire Marshall; 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.

(cc) "Environmental Permits" means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, Discharge, Disposal, Release or storage of Hazardous Substances or Other Regulated Materials as such permits relate to the Lessee's or Associated Parties' activities at the Airport regardless of the entity listed as the permittee, licensee or other approved party.

(dd) "Environmental Professional" means either an independent professional engineer licensed in the State of Illinois who is qualified to inspect airport fuel and gasoline storage and transmission systems, or an environmental professional who can evaluate the System for the presence of Environmental Conditions and make recommendations concerning the System's compliance status with Environmental Laws.

(ee) "EPA" means the United States Environmental Protection Agency or its successor agency or agencies.

(ff) "Event of Default" has the meaning set forth in Section 11.01.

(gg) "Evidence of Insurance" has the meaning set forth in Section 9.03(h).

(hh) "FAA" means the Federal Aviation Administration as presently constituted as a division of the DOT or its successor agency or agencies.

(ii) "Force Majeure Event" has the meaning set forth in Section 15.16.

(jj) "Fuel" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) or any other quality specifications established by the Lessee from time to time.

(kk) "Fuel Committee" means the committee established to manage the System pursuant to the LLC Agreement.

(ll) "Fuel System Access Agreement" means an agreement in a form approved as provided in Section 2.07(c), and attached hereto as Exhibit L, between the Lessee and a Person to allow certain defined privileges and limited access to the System by the Person for the purpose of providing into-plane services to Users.

(mm) "Fuel System Revenue Requirement" has the meaning set forth in Section 4.01(a)(i).

(nn) "Gasoline" means automotive fuel, including diesel, which complies with the quality specifications established by Lessee from time to time.

(oo) "GSE Facility" means collectively the Gasoline storage and delivery system and related facilities and appendages operated by the LLC as identified on Exhibit A (as amended from time to time) for the purpose of fueling ground service equipment at the Airport.

(pp) "GSE Facility Access Agreement" means an agreement in a form as approved as provided in Section 2.07(d), and attached hereto as Exhibit N, between the Lessee and a Person to allow certain defined privileges and limited access to the GSE Facility.

(qq) "Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

(rr) "Hydrant System" means that portion of the System from the Main Lines to the connection point for aircraft fueling at the hydrant pit valves.

(ss) "IEPA" means the Illinois Environmental Protection Agency or its successor agency or agencies.

(tt) "Included Party" has the meaning set forth in Section 6.08.

(uu) "Incremental Costs" means all reasonable costs incurred by the City associated with the evaluation, handling and disposal of any Hazardous Substances or Other Regulated Materials, on or emanating from the System that were not removed from the Airport or remediated by Lessee pursuant to its obligations to remediate hereunder, including, but not limited to, those Hazardous Substances or Other Regulated Materials encountered by the City during construction activities.

(vv) "Industry Standards" means the customary industry management practices applicable to the construction, maintenance, and operation of Fuel and Gasoline storage and distribution systems at the majority of large hub airports in the United States, including, but not limited to, those issued by the National Fire Protection Association, Airlines For America, American Petroleum Institute and the FAA, to the extent such management practices issued by such institutions are specifically applicable to Fuel or Gasoline storage and distributions systems located at large hub airports in the United States similar to the Airport.

(ww) "Initial Assessment" shall have the meaning set forth in Section 6.03(b).

(xx) "Interconnect Agreement" means an agreement in a form approved by the City between the Lessee and any Person who owns or otherwise has a right to use certain portions of the System or the pipeline which connects to the System as described in the Interconnect Agreement desiring to access, connect to or use the System for storage or throughput of Fuel or Gasoline.

(yy) "Interconnect Party" means a Person that has executed an Interconnect Agreement.

(zz) "Interline Agreement" means the written agreement in the form attached hereto as Exhibit I (and all amendments and modifications thereto), among the Lessee and the Contracting Airlines, pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to this Lease and other expenses of Lessee, including without limitation, those associated with the System, in the form approved as provided in Section 2.07(e).

(aaa) "Interline Agreement Tail Period" has the meaning set forth in Section 2.07(e).

(bbb) "Into-Plane Service Provider" means any Person that (a) executes a Fuel System Access Agreement; and (b) obtains all necessary approvals and permits from the City to perform into-plane fueling services for Users at the Airport.

(ccc) "Itinerant User" means any Person who takes delivery of Fuel from the System and who is not a Contracting Airline, Associate/Affiliate Airline or a Non-Contracting User.

(ddd) "Laws" means all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

(eee) "Leak Detection System" means an Industry Standard method for evaluating fuel pipeline tightness that complies with all applicable Laws.

(fff) "Lease" means this Fuel System Lease Agreement and any amendments thereto.

(ggg) "Lessee" has the meaning set forth in the first paragraph of this Lease.

(hhh) "Lessee Capital Improvements" has the meaning set forth in Section 5.02(a).

(iii) "LLC Agreement" means the Limited Liability Company Agreement of Lessee in the form attached hereto as Exhibit J.

(jjj) "Main Lines" means that portion of the System which consists of the large diameter Fuel transmission piping for delivery of Fuel from the Bulk Storage Facility to the Hydrant Systems.

(kkk) "MWRD" means the Metropolitan Water Reclamation District of Greater Chicago.

(lll) "Non-Contracting User" means a Person that has executed a Non-Contracting User Agreement.

(mmm) "Non-Contracting User Agreement" means an agreement in a form approved as provided in Section 2.07(b), and attached hereto as Exhibit M, between the Lessee and any Person other than a Contracting Airline or an Associate/Affiliate Airline desiring to use the System for storage or throughput of Fuel.

(nnn) "Northeast Cargo Area" means the area identified as such on Exhibit A.

(ooo) "NPDES" means the National Pollutant Discharge Elimination System.

(ppp) "Operating Agreement" means the System Maintenance, Operation and Management Services Agreement between the Lessee and the Operator, in a form approved as provided in Section 2.06, and attached hereto as Exhibit K and meeting the requirements set forth in said Section 2.06, for the maintenance, operation and management of the System.

(qqq) "Operator" means the independent contractor of Lessee selected by Lessee to operate and maintain certain elements of the System as specified and agreed from time to time and which is delegated authority to act on behalf of the Lessee in exercising certain specified rights and obligations of the Lessee, including without limitation those arising under this Lease, the Interline Agreement, the Fuel System Access and GSE Facilities Access Agreements, and the Non-Contracting User Agreements, as more particularly described in the Operating Agreement in accordance with the provisions of this Lease.

(rrr) "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.

(sss) "Payment and Performance Bond" has the meaning set forth in Section 5.02(g).

(ttt) "Permitted Exceptions" has the meaning set forth in Section 2.02.

(uuu) "Permitted Mortgage" has the meaning set forth in Section 7.01.

(vvv) "Person" or "person" means any natural person, firm, partnership, corporation, limited liability company, governmental body or other legal entity.

(www) "Planned Uses" means the written plans developed for commercial industrial or aviation related land uses for the Premises or the System during the Term and for the five (5) years following the expiration or termination of this Lease, as reasonably and actually contemplated by the City.

(xxx) "Plans" means those working drawings, and plans and specifications for the construction and/or installation of Lessee Capital Improvements.

(yyy) "PPI" means "The Producer Price Index – All Commodities" as published by the Bureau of Labor Statistics of the United States Department of Labor or if the same is discontinued, a replacement index published by the Department of Labor or other applicable Governmental Authority, appropriately adjusted.

(zzz) "PPI Adjustment" has the meaning set forth in Section 4.01(d)(ii).

(aaaa) "Premises" means the real property owned by the City as more particularly described in Exhibit B (as amended from time to time), and an underground pipeline easement for the operation of the System and any additional land or easements necessary for the future operation of the System.

(bbbb) "Prohibited Uses" has the meaning set forth in Section 8.02.

(cccc) "Release" or "Released" means, any spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(dddd) "Rent" means the City Cost Recovery Charges and Ground Rent as described in Section 4.01.

(eeee) "Reserve Account" has the meaning set forth in Section 2.08(a).

(ffff) "Supplier" means any Person who or which has an agreement with any User for the sale and supply of Fuel or Gasoline at the Airport; provided however, use of the System for storage or throughput of Fuel or Gasoline by any Person that is not a Contracting Airline shall be subject to compliance with requirements for accessing the System as established by the Lessee, and provided further that all Suppliers must obtain any required approvals, permits, and necessary permissions from the City to operate at or access the Airport.

(gggg) "System" means, collectively, the elements of the Fuel and Gasoline receipt, storage, transmission, delivery and dispensing systems and related facilities, fixtures and equipment, including the Main Lines, the Hydrant Systems and the emergency shutoff system, the Premises (including the Bulk Storage Facility and the Truck Rack), any truck parking facility, the GSE Facility (if any), and any existing or future improvements thereto, including without limitation any additions, extensions, modifications, alterations or installations of equipment made thereto serving the Terminals, the south air cargo area and all future cargo aprons and aircraft parking aprons at the Airport, all as more particularly described in Exhibit C (as amended from time to time), with the exception of the Northeast Cargo Area or any of the foregoing on the Northeast Cargo Area, and any GSE Facilities constructed thereon.

(hhhh) "Term" has the meaning set forth in Section 3.01.

(iiii) "Terminals" means Terminals 1,2,3, and 5 and all future terminals at the Airport.

(jjjj) "Termination Assessment" has the meaning set forth in Section 6.09(a).

(kkkk) "Truck Rack" means the rack area including improvements for filling Fuel trucks directly from the System.

(llll) "TSA" means the Transportation Security Administration as presently constituted as a division of the DOT or its successor agency or agencies having responsibility for security of the nation's transportation systems or the Airport.

(mmmm) "User" means any Contracting Airline, Associate/Affiliate Airline, Non-Contracting User or Itinerant User that uses the System for the receipt, storage or distribution of Fuel for use in connection with air transportation, or Gasoline for the purpose of fueling vehicles related to Airport operations.

(nnnn) "Waste" includes 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.

(oooo) "Waters" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

Article II

RIGHTS AND PRIVILEGES GRANTED

SECTION 2.01 **Rights Granted**. The City hereby (i) leases to the Lessee the Premises, and (ii) subject to the terms of this Lease, grants to the Lessee the right to use, operate, maintain, service, repair and replace the System as well as to conduct any Clean Up in accordance with this Lease. The use, operation, maintenance, service, repair and replacement by the Lessee of the System is subject to the provisions of this Lease and to rules and regulations promulgated by the City to the extent not inconsistent with this Lease. The City and the Lessee agree that the System is to be used for the receipt, storage, delivery, distribution, handling and dispensing of Fuel for aircraft and Gasoline for ground services equipment and other vehicles at the Airport and the carrying on of activities reasonably necessary or convenient in connection with the foregoing. The City agrees that the only parties entitled to access the System to provide into-plane services are Into-Plane Service Providers and the City agrees that it shall not grant any other Person: (i) the right to access the System for the purpose of providing into-plane services; or (ii) the right to receive, store or distribute Fuel at, on, or through the System for use by Air Carriers. The rights and privileges granted to the Lessee are hereby limited to the following:

(a) The purchase, receipt, storage, handling, distribution, sale, exchange and dispensing of Fuel for Air Carriers, including Contracting Airlines, Associate/Affiliate Airlines, or Non-Contracting Users, and of Gasoline for the equipment of the Operator and for aircraft, ground services equipment and other vehicles, and

(b) The construction, installation, use, operation, maintenance, service, repair and replacement of the System, and the carrying on of activities reasonably necessary or convenient, in connection with the foregoing including Clean Up activities in

accordance with this Lease; provided, however, that any such construction, installation, use, operation, maintenance, service, repair or replacement by the Lessee on the System shall be carried on only in such manner as required in this Lease and applicable Law and in such a manner as will not unreasonably interfere with the landing or taking off of aircraft from the Airport or any other aviation activities on the Airport or Planned Uses; and

(c) The use of the available roadways, water lines, sewer lines and drainage systems serving the System.

SECTION 2.02 System; Easements and Utilities

(a) Lessee's leasing of the System shall be subject to any and all easements, licenses, and any exceptions which encumber title to the System as of the Effective Date, including the following (collectively, the "Permitted Exceptions"), provided such Permitted Exceptions do not unreasonably interfere with Lessee's permitted uses under this Lease:

(i) All covenants, conditions and restrictions and other exceptions or encumbrances of record with the Cook County Recorder's Office or the DuPage County Recorder's Office as of the Effective Date;

(ii) general leasehold taxes not yet due or payable that accrue on and after the Effective Date;

(iii) all rights and interests of the FAA in the System as designated for Airport purposes;

(iv) all City-owned or controlled utility facilities or installations, or third party utility facilities or installations, located on, over, or under the Premises as of the Effective Date, including such matters noted or depicted within the O'Hare Modernization Program utility database; and

(v) other rights with respect to the System now existing or hereafter granted to or vested in any governmental entities or agencies, including, without limitation, the FAA.

(b) Lessee acknowledges that there may currently exist, and that the City may grant in the future, easements and rights on, over or under the System for the benefit of owners or providers of utilities that service the Airport, and Lessee hereby consents to any such utility easements; provided, however that such future easements and rights granted by the City shall not unreasonably interfere with or disturb Lessee's quiet enjoyment and permitted use of the System under this Lease.

SECTION 2.03 The City's Reserved Rights in the System

The following rights (which may be exercised by the City's officers, employees, agents, licensees, contractors, or designees) are hereby reserved by the City:

(a) rights to air or space above the top level of the System for purposes of aircraft flyover and passage, and for such other avigation easements as the City may require, including, for the use and benefit of the public, a right of flight for passage of aircraft in the airspace above the Premises, which public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport;

(b) to exhibit the System to prospective Lessees during the last twenty-four (24) months of the Term at reasonable hours upon the giving of reasonable notice, and to remodel, repair, alter, or otherwise prepare the System for reoccupancy at any time after Lessee surrenders or abandons the System;

(c) to maintain, replace, repair, alter, construct, or reconstruct existing and future utility, mechanical, electrical, and other systems or portions thereof on the Premises to the extent the City is obligated to do so hereunder or has the right to do so pursuant to another provision of this Lease, including, without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, and communication service to the Airport, including all related lines, pipes, mains, wires, conduits, and equipment; provided, however, such work by the City shall not materially reduce the square footage of the Premises, nor shall such work by the City unreasonably interfere with Lessee's use of the System for the purposes permitted under this Lease, including vehicular and aircraft access in connection therewith, or impair Lessee's use of the System for the purposes permitted under this Lease. If the City is performing any such activity on the Premises, the City shall provide reasonable advance notice to Lessee (except in the event of an emergency);

(d) upon the giving of reasonable notice and at reasonable times (it being understood and agreed that Lessee shall be permitted to have a representative of Lessee accompany the City so long as the City is not delayed, other than to a *de minimis* extent, entry due to the unavailability of any such Lessee representative), Lessee shall allow the City, and its officials, officers, agents, employees, and contractors reasonable access to the System for the purpose of inspecting the same, or for examining the same to ascertain if Lessee is performing its obligations under this Lease or any applicable Law, and for conducting tests and inspections for any other reason deemed reasonably necessary by the City under this Lease. In the exercise of such rights, the City shall reasonably restore the Premises upon completion of the work and shall not unreasonably interfere with the operations conducted by the Lessee pursuant to this Lease unless there is an emergency or threat to civil aviation, human health or the environment; and

(e) any and all rights and privileges not specifically granted to Lessee pursuant to this Lease.

SECTION 2.04 Charges for Use of System.

(a) The City agrees that it will not charge any separate flowage fees or other charges relating to or in respect of the use of the System to Air Carriers. Notwithstanding the preceding sentence, the City may charge fees associated with any permits or other requirements necessary for any Person to operate at the Airport.

(b) Lessee shall establish reasonable and not unjustly discriminatory member capital contribution amounts, and rates and fees, including terms and conditions, for the use of the System by Contracting Airlines and Non-Contracting Users, all in accordance with the forms of LLC Agreement, Interline Agreement and Non-Contracting User Agreement. Unless otherwise approved by the City in writing, the rates charged to Users other than Contracting Airlines for through-put of Fuel through the System shall be no more than 150% of the highest budgeted gallonage rate estimated by Lessee for a Contracting Airline during any applicable period.

SECTION 2.05 Ingress and Egress. Subject to the other provisions of this Lease, the Lessee and Associated Parties, together with their equipment, vehicles, machinery and other property, shall have the right and privilege of ingress to and egress from the System, without charge of any tolls or fees by the City, for the purpose of using, operating, maintaining, repairing, servicing, or replacing the System in accordance with the terms of this Lease. Lessee may obtain and arrange for the purchase of Fuel, Gasoline and other related products, supplies, equipment and services in connection with its operations at the Airport, including the use, operation, maintenance, repair, service or replacement of the System from any Supplier they may desire, whether on or off the Airport. Nothing herein shall be construed to exempt, excuse or waive compliance by Lessee or the Associated Parties with all Laws and the rules and regulations governing the operation of the Airport and the activities thereon.

SECTION 2.06 Designation of and Delegation to Operator.

(a) Lessee shall manage and operate the System or may designate an Operator of its choice meeting the minimum qualifications in Section 2.06(b), and delegate its rights and obligations under this Lease to such Operator. The Operator shall be responsible for the operation, maintenance, service and repair of the System, as an independent contractor of Lessee, pursuant to the Operating Agreement. The form of the Operating Agreement with the Operator and any material amendments thereto and the choice of Operator or successor Operator shall be subject to the prior written approval of the City. Such approval shall not be unreasonably withheld, conditioned or delayed.

(b) The minimum qualifications for the Operator are: (i) having at least five (5) years of experience in providing fuel system operation at an airport with annual fuel volume substantially similar to the Airport; (ii) currently and adequately performing similar services for complex fueling systems on a commercial basis; (iii) possessing all necessary local, state and federal certificates, permits and approvals for all personnel performing calibrations of the System; (iv) having adequate financial strength and insurance reasonably acceptable to the City; and

(v) having demonstrated experience with environmental controls and of consistently meeting permitting requirements for aviation fueling facilities. City agrees not to unreasonably withhold or delay its consent to a proposed Operator that meets these minimum requirements. If, however, the proposed Operator does not meet these minimum requirements, the City may withhold its consent of such Operator. To ensure that Lessee's operations at or use of the Premises and the System are not disrupted, in the event the City fails to consent to any proposed Operator, the City and Lessee shall agree to either: (i) allow the incumbent Operator to continue as the Operator; or (ii) allow Lessee's proposed Operator to serve as the interim Operator until a satisfactory Operator is identified by Lessee and approved by the City. In no event shall the requirements of this Section 2.06 interfere with the operation of the System or disrupt flights at, from or to the Airport.

(c) The Operating Agreement must, at a minimum, set forth fully the Operator's responsibilities with respect to the System, including, but not limited to, the following:

(i) To establish and follow procedures for receipt, handling, dispensing and quality control of Fuel and Gasoline, and training and supervision of personnel, in accordance with all applicable Laws and all subject to approval and monitoring by Lessee.

(ii) To monitor and report Fuel allocation and usage of all Users of the System.

(iii) To keep complete and accurate records in a form consistent with generally accepted accounting principles and Industry Standards concerning Fuel and Gasoline storage and use, and the costs of providing service and payments for service by Lessee and all Users and to permit the City to inspect those records upon advance notice. Operator shall be subject to the same recordkeeping, auditing, and inspection obligations as Lessee under this Lease.

(iv) To operate the System subject to and in accordance with the terms of this Lease.

(v) To maintain the System in good order and in a manner consistent with Industry Standards and all applicable Laws.

(vi) To defend and indemnify the City from any damages, Claims or the like resulting from the Operator's acts, omissions or misconduct to the same extent as required by Lessee in this Lease, including, without limitation under Section 6.07 and Section 9.01.

(vii) To maintain insurance policies with coverage no less than required under this Lease, including, without limitation, under Section 9.03; provided, however, the coverages set forth in Section 9.03(e) and (g) are not

required to be maintained so long as such coverages are being maintained by the Lessee.

(viii) To pay to the City liquidated damages if, more than twice within any twelve month consecutive period, the City notifies the Lessee and the Operator that the Operator has violated the terms of this Lease in a manner that interferes with the operation of the System or disrupts flights at, from or to the Airport. Such notice shall include sufficient information regarding the nature and description of the violation of the terms of this Lease for which liquidated damages are being sought. Liquidated damages for such a violation will be $500 per occurrence for every violation after the second violation in said twelve month period; provided, however, that nothing herein shall be construed to limit the City's rights to collect actual damages that are in excess of the liquidated damages specified or otherwise abridge the City's rights and remedies with respect to the Operator's failure to comply with applicable Laws, Industry Standards, or this Lease.

(d) Throughout the Term, the Operator's management, maintenance and operation of the System shall be under the supervision and direction of an active, qualified, competent and experienced operations manager who shall at all times be subject to the provisions of this Lease and the M&O Agreement. The Operator shall assign such manager, or cause such manager to be assigned, a duty station or office at the Premises, and such manager shall be available during regular business hours to allow the City access to the System. The Operator shall at all times during the absence of such manager provide the names and telephone numbers of at least two (2) employees of the Operator or the direct representatives of Lessee who can be contacted in the event of an emergency. Further, the Operator shall, at all times during the Term, have an employee authorized to make decisions for the Lessee available at the Airport and the Lessee shall have a representative who may be contacted immediately by telephone or other communication with the authority to permit the City timely access to the System or locked areas where required or permitted under this Lease.

SECTION 2.07 System Use.

(a) Lessee may require, as a condition to the use of any part of the System, that Non-Contracting Users execute a Non-Contracting User Agreement with Lessee, and that Into-Plane Service Providers execute a Fuel System Access Agreement with Lessee, and that as a condition to the access to, connection to or use of any part of the System, that Interconnect Parties execute an Interconnect Agreement with Lessee, each such agreement providing for the payment of fees, insurance and indemnification provisions and other such matters as may be required by Lessee and that all Users provide all other documents as required by and to the reasonable satisfaction of the Lessee and the Operator.

(b) The Lessee and the City shall approve from time to time the form of Non-Contracting User Agreement, which shall contain, inter alia, the terms and conditions governing the use of the System, use fees and charges, and indemnification and insurance provisions. The Non-Contracting User Agreement shall provide that, so long as the Non-Contracting User abides by the terms of such agreement and pays the fees and charges provided therein, its access to and use of the System for the storage of Fuel shall be nondiscriminatory among Non-Contracting Users. Subject to the provisions of this Lease, Lessee, or the Operator on Lessee's behalf, may collect the applicable rates, use fees and charges for the use of the System and services provided by the Lessee to Users of the System.

(c) The Lessee and the City shall approve from time to time the form of a Fuel System Access Agreement which shall contain, inter alia, the terms and conditions governing access to the System by Into-Plane Service Providers to provide into-plane services, use fees and charges, qualification and training, and indemnification and insurance provisions. The Operator will allow Into-Plane Service Providers that have executed a Fuel System Access Agreement and have been approved in writing and in advance by the City to perform into-plane services access to the System for purposes of providing into-plane services to Users.

(d) The Lessee and the City shall approve from time to time the form of a GSE Facilities Access Agreement which shall contain, inter alia, the use of any GSE Facilities, use fees and charges, and indemnification and insurance provisions. The GSE Facilities Access Agreement shall provide that, so long as the GSE Facilities User abides by the terms of such agreement and pays the fees and charges provided therein, its access to and use of GSE Facilities for the storage of Gasoline shall be nondiscriminatory among GSE Facilities Users. Subject to the provisions of this Lease, Lessee, or the Operator on Lessee's behalf, may collect the applicable rates, use fees and charges for the use of the GSE Facilities and services provided by the Lessee to Users of GSE Facilities.

(e) Lessee may enter into an Interline Agreement with the Contracting Airlines providing for the regulation of the use of the System and the allocation of rentals, fees, charges, and expenses among the Contracting Airlines. Any such Interline Agreement or any material amendment thereto shall not conflict with the terms and conditions of this Lease. Lessee has given the City a full copy of the LLC Agreement and the Interline Agreement and any amendments to either agreement as of the Effective Date of this Lease. Lessee agrees that it will not terminate the Interline Agreement during the term of this Lease or until either Lessee completes its Clean Up obligations under this Lease, if any, or for two (2) years after the expiration or termination of this Lease, whichever is later (the "Interline Agreement Tail Period"). However, Lessee may elect to terminate the Interline Agreement at the end of the Term, but prior to the end of the Interline Agreement Tail Period provided that Lessee funds the Additional Reserve Account, as further set forth in Section 2.08, of at least $1,000,000 throughout the Interline

Agreement Tail Period. Lessee further agrees to notify the City in writing on the anniversary of the Effective Date of any change in membership of Lessee or upon request by the City. The Interline Agreement, and all amendments to the terms thereof, shall be subject to the prior written approval of the City, which approval will not be unreasonably withheld or delayed.

(f) The City and the Lessee acknowledge and agree that the description of the System may be altered from time to time to incorporate improvements, alterations, repairs or other maintenance or construction with respect thereto.

SECTION 2.08 Reserve Account.

(a) To secure Lessee's obligations under this Lease, including without limitation, any Clean Up responsibilities of Lessee hereunder, Lessee shall maintain on deposit with City the amount of $419,000 (the "Reserve Account") or, in the event Lessee exercises its right under Section 2.07(e) to terminate the Interline Agreement prior to the end of the Interline Agreement Tail Period, $1,000,000 (the "Additional Reserve Account"). The Reserve Account will be funded from amounts being held by City in connection with Air Carriers' use of the System as of the Effective Date. Any additional Reserve Account required with respect to the Interline Agreement Tail Period, may be either in the form of an irrevocable letter of credit in form and substance reasonably acceptable to the City or a bond in form and substance reasonably acceptable to the City. If Lessee fails to adequately or timely satisfy any of its obligations under this Lease after written notice from the City and after the expiration of any applicable cure period specified in this Lease, then in addition to any rights and remedies that the City may have under this Lease, the City shall have the right to use any portion of the monies in the Reserve Account that it deems necessary to satisfy such obligations that Lessee has failed to complete. The Reserve Account shall be confirmed as deposited with the City within sixty (60) days of the Effective Date. If the City draws down on the Reserve Account at any time during the Term, or the Interline Agreement Tail Period, Lessee, within thirty (30) days after written notice from the City shall replenish the Reserve Account or Additional Reserve Account, as applicable, by the amount withdrawn by the City. The monies in the Reserve Account and Additional Reserve Account shall be promptly returned to Lessee upon the later of (i) the termination or expiration of the Interline Agreement Tail Period; or (ii) the completion of any Clean Up required under this Lease.

(b) To the extent Lessee posts any letter of credit or bond for the Additional Reserve Account, Lessee shall:

(i) submit evidence in form reasonably satisfactory to the City that said security instrument has been renewed at least thirty (30) calendar days prior to any expiration date of any such letter of credit or bond. If any such letter of credit or bond is not renewed prior to its expiration date, Lessee shall nonetheless maintain the full Reserve Account as required by Section 2.08(a).

(ii) The City may draw upon the letter of credit or bond, and hold and apply the proceeds in the same manner and for the same purposes as the Additional Reserve Account. This Section 2.08 does not limit any other provisions of this Lease allowing City to draw the letter of credit or bond under specified circumstances.

Article III

TERM

SECTION 3.01 Term. The Term of this Lease shall begin on the Effective Date and will terminate on December 31, 2033, unless sooner terminated in accordance with other provisions of this Lease. The Term may be extended for up to two (2) additional five (5) year periods upon mutual agreement of the Parties.

Article IV

RECOVERY OF COSTS AND GROUND RENTAL

SECTION 4.01 Payment of Costs and Ground Rental by Lessee.

(a) City Cost Recovery Charge: For its use of the System, the Lessee shall pay to the City, monthly, a City Cost Recovery Charge effective July 1st of each fiscal year, which City Cost Recovery Charge shall be determined as set forth in this Section 4.01(a):

(i) The City will calculate the aggregate Fuel System Revenue Requirement by computing the sum of the following budgetary items for each fiscal year:

(1) Debt service and fees and other costs associated with capital improvements allocable to the System funded from bonds, subordinated indebtedness, or other indebtedness; plus or minus

(2) The adjustment-to-actual from the prior Fiscal Year, as calculated under Section 4.01(a)(iii); plus

(3) Any City System Costs not otherwise covered in Section 4.01(a)(i)(1).

(ii) The City will calculate the monthly City Cost Recovery Charge by dividing the Fuel System Revenue Requirement by twelve (12). The City Cost Recovery Charge shall be paid in monthly installments. The first installment of the City Cost Recovery Charge shall be due upon the Effective Date and shall be prorated, as necessary, pursuant to Section 4.03(a). Subsequent installments shall be due, in advance, on the first

business day of each succeeding calendar month during the Term of this Lease. Any invoice provided by the City is for courtesy only, and any failure of the City to send such an invoice shall not relieve Lessee of its obligation hereunder to pay the City Cost Recovery Charge in a timely manner.

(iii) At the end of each fiscal year, the City shall use reasonable efforts to recalculate the Fuel System Revenue Requirement established at the inception of each fiscal year on the basis of year-end audited financial statements within thirty (30) days of the release of said audited financial statements. Any resulting difference between the adjustment-to-actual and the budgeted Fuel System Revenue Requirement shall be included in the City's budget for the subsequent fiscal year and shall be included in the calculation of the Fuel System Revenue Requirement for that year, and the City shall give the Lessee notice thereof.

(b) If the City is unable to recover City System Costs through the City Cost Recovery Charge, including, without limitation, due to Lessee's failure to pay said City Cost Recovery Charge when due, Lessee expressly acknowledges the City's right to recover from Air Carriers serving the Airport now or in the future any or all City System Costs through the landing fees or other fees or rents charged to individual Air Carriers for the use of the Airport airfield and terminals under the Airport Use and Lease Agreement, a similar agreement with Air Carriers, or an ordinance. To ensure the City's right to recover City System Costs throughout the Term, Lessee agrees to include the following provisions in any Interline Agreement, Non-Contracting User Agreement or other agreement between Lessee and an Air Carrier or Air Carriers related to the use of the System:

> **City's Right to Recover City System Costs.** The Air Carrier parties to this [Interline/Non-Contracting User or other] Agreement acknowledge and agree that, in the event the City is unable to recover City System Costs through the City Cost Recovery Charge as provided for in the [Fuel System Lease], the City shall have the right to recover from Air Carriers now or in the future, any or all City System Costs associated with the System or otherwise associated with the [Fuel System Lease] through the landing fees or other fees or rents charged to individual Air Carriers for the use of Airport airfield and terminals under the Airport Use and Lease Agreement, a similar agreement with Air Carriers or an ordinance. This Section XX shall survive the termination of this [Interline/Non-Contracting User or other Agreement]. In no event shall the City be entitled to recovery of duplicative City System Costs.
>
> **City as Intended Third Party Beneficiary.** It is the intent of the parties to this [Interline/Non-Contracting User or other] Agreement that the City shall be deemed a third party beneficiary for purposes

of enforcing obligations under Section XX of this [Interline/Non-Contracting User or other] Agreement. This Section XY shall survive the termination of this [Interline/Non-Contracting User or other] Agreement.

(c) Lessee shall have the right, at any time and from time to time, using its own funds including, without limitation, the proceeds of any third party financing, to make Lessee Capital Improvements in accordance with Section 5.02, or to pay-off, refinance or otherwise replace any of the airport revenue bonds or any third party financing obtained by the City to finance any capital improvement associated with the System. Any such pay-off, refinancing, or replacement of Airport revenue bonds shall be at Lessee' sole cost and expense and subject to the terms and conditions of such airport revenue bonds and/or third party financing obtained by the City, provided however, that City shall reasonably cooperate with the Lessee in its efforts to accomplish any such pay-off, refinance, or replacement of such Airport revenue bonds.

(d) Ground Rent. During the Term, Lessee shall also pay to the City Ground Rent, which shall be calculated and adjusted as follows:

(i) For the period commencing on the Effective Date through December 31, 2022, the Ground Rent for the Premises shall be $0.50 per square foot per year for the total square footage of the Premises as set forth in Exhibit D. The total square footage of the Premises shall be adjusted each January 1, as necessary, to include any change in the square footage of the System as described in the documents submitted to the City during the prior calendar year in accordance with Section 5.02(d); and

(ii) For the five-year period beginning on January 1st next following the fifth (5th) anniversary of the Effective Date and every five years thereafter, Ground Rent shall be adjusted pursuant to a PPI Adjustment. The City shall calculate and invoice the Lessee for the amount of such adjustment of Ground Rent pursuant to the PPI Adjustment thirty (30) days prior to such PPI Adjustment taking effect. The "PPI Adjustment" shall be a fraction (rounded to two decimal places), the numerator of which shall be the "PPI" for the month of the fifth (5th) anniversary of the Effective Date and every five years thereafter, and the denominator of which shall be the PPI for the month in which the Effective Date occurs, with respect to the PPI Adjustment on any such fifth (5th) anniversary of the Term Commencement Date and every five years thereafter.

SECTION 4.02 Total Cost. It is the intent of the parties hereto that the City shall not be responsible for any costs or expenses associated with the operation, maintenance, servicing, construction, installation, or repair or replacement of any portion of the System or any City System Costs as set forth herein and that Lessee shall be liable for one hundred percent (100%) of such costs or expenses.

SECTION 4.03 Payments; Late Charges.

(a) Commencing on the Effective Date and each month thereafter, Lessee shall pay all Rent in equal monthly installments on the first day of each calendar month, except that Rent for the first and last months of this Lease shall be prorated as necessary. All Rent (as adjusted in accordance with Section 4.01 of this Lease), due and owing under this Lease shall be paid by Lessee to the City without notice, demand, abatement, deduction or offset.

(b) Until Lessee shall have been given notice otherwise by the City, Lessee shall pay all Rent to the Comptroller of the City at his/her office in at 121 North LaSalle Street, City Hall 7th Floor, Chicago, Illinois, 60602 or such other place as may be designated in writing by the City.

(c) During the Term there shall be no abatement, diminution or reduction of Rent claimed by or allowed to Lessee, or any person claiming under Lessee, whether for inconvenience, discomfort, interruption of business, or the like, arising from any cause or reason. Lessee's default in the due and punctual payment of Rent or other sums due and payable under this Lease when and as the same shall become due and payable shall obligate Lessee to pay interest on such amounts at a rate of twelve percent (12%) per annum calculated on a daily basis (unless a lesser interest rate shall then be the maximum rate permissible by Law with respect thereto) from the date such payment was due and payable.

Article V

CAPITAL IMPROVEMENTS TO THE SYSTEM

SECTION 5.01 Capital Improvements by the City. Lessee and City will meet as required, but no less than every five (5) years, to discuss planning and development for long-range capital improvements to the System, including without limitation expansions of the System. In the event the City determines that such capital improvements to the System are required, the City shall notify the Lessee in the manner required pursuant to Section 15.03 and this Section 5.01. The City shall include in such notice to the Lessee detailed written information concerning such determination, including a description of the proposed improvements or expansions, the purpose and need for the capital improvements, the proposed contractor selected for such Capital Improvements, and the estimated impact of the capital improvements on the City Cost Recovery Charge. The Lessee shall be provided ninety (90) days following receipt of such notice to review and submit written comments to the City regarding such capital improvements. During the design, construction or installation of capital improvements by the City, the Lessee shall have the right to designate a consultant to work in cooperation with the City to help ensure that all such capital improvements are consistent with and, before connecting to or with the existing System, will not impair the operations or operating capacity of the System. Notwithstanding the foregoing, the City and Lessee acknowledge that the projects listed on Schedule 1 have previously been reviewed and approved by the City and shall be considered Lessee Capital Improvements for purposes of this Lease.

The Lessee shall not have the right to prevent the City from proceeding with any capital improvements which have been implemented in accordance with Article 10 of the Airline Use and Lease Agreement, and the costs of such capital improvements shall be recovered from the Lessee or Air Carriers as provided in Section 4.01 hereof.

SECTION 5.02 Lessee Capital Improvements.

(a) Prior to the commencement of any construction or installation related to the alteration or replacement of all or part of the System proposed by the Lessee ("Lessee Capital Improvements"), the Lessee shall submit the Plans for such Lessee Capital Improvement to the City for the City's review and approval, which approval the City shall provide or withhold in its sole discretion except that such approval shall not be unreasonably withheld, delayed, or conditioned if such proposed Lessee Capital Improvement is necessary to maintain the System in a safe and operational manner or in compliance with Industry Standards or applicable Laws. The City shall promptly review all Plans submitted by Lessee and advise Lessee no later than ninety (90) days after receipt of such Plans of any required conditions, requirements and changes, if any, which shall thereafter be incorporated into revised Plans. Except as provided above, the City may reject all or any part of the Plans for Lessee Capital Improvements, and in the event of such rejection, the Lessee may submit revised Plans for the City's review and approval. The City shall promptly review such revised Plans and deliver notice to the Lessee no later than one hundred-twenty (120) days after receipt of same of the rejection of all or part of the revised Plans or of any required conditions, requirements and changes, if any, which shall thereafter be incorporated into revised Plans. If the City fails to deliver notice to Lessee within one-hundred twenty (120) days after receipt of Plans or revised Plans, the Plans or revised Plans as submitted by Lessee shall be deemed approved.

(b) Lessee shall procure all licenses and permits necessary to complete such Lessee Capital Improvements. During the construction or installation of any Lessee Capital Improvements, the City shall have the right, upon reasonable notice to Lessee, to inspect the Lessee Capital Improvements in order to ensure that all construction work, workmanship, materials, and installations are in material compliance with the approved Plans, Industry Standards, all applicable Laws, and the City's design standards for the Airport, including without limitation the Airport's Design, Renovation, and Construction Tenant Projects Standard Operating Procedure attached hereto as Exhibit G, the requirements for minority participation attached hereto as Exhibit F, or any other applicable standards or guidelines adopted from time to time by the City and delivered to the Lessee, provided such standards or guidelines are applied reasonably and consistently to similar facilities and with similar Lessees at the Airport. Moreover, Lessee shall complete all Lessee Capital Improvements in a manner that avoids any disruption to aviation activities at the Airport, unless otherwise authorized in writing by the City.

Notwithstanding the foregoing, the City and Lessee acknowledge that the projects listed on Schedule 2 have previously been reviewed and approved by the City. Accordingly, the standards and obligations applicable to said projects will be governed by the lease requirements or other contractual arrangement between the City and Lessee in effect at the time of implementation of said projects and the standards of Section 5.02(a) and (b) shall not be applied retroactively. However, the projects listed on Schedule 2 shall be considered Lessee Capital Improvements for all other purposes under this Lease.

(c) Within ninety (90) days of completion of each Lessee Capital Improvement, a complete set of as-built drawings shall be delivered to the City in a media type and format reasonably acceptable to the City for the permanent records regarding the System maintained by the City. Lessee shall maintain all books, documents, records and agreements relating to Lessee Capital Improvements, pursuant to this Lease, during the Term for two (2) years after construction thereof. The City shall have the right through its representatives, and at all reasonable times, to review all such books, documents, records, and agreements of Lessee related to said Lessee Capital Improvements.

(d) Upon completion of any Lessee Capital Improvement which, once completed, increases the square footage of the System, or any portion thereof, Lessee shall prepare at its expense and deliver to the City one reproducible set in an agreed upon format and one set in digital format of each of the following: (i) as-built plans showing the Lessee Capital Improvements in question, or such portion thereof;(ii) an ALTA/ACSM survey by a State of Illinois registered land surveyor showing the location of all such Lessee Capital Improvements on the System; and (iii) revised copies of Exhibit A (upon completion of any GSE Facility), Exhibit B, Exhibit C and Exhibit D (as applicable) to this Lease. Such revised copies of Exhibits A (upon completion of any GSE Facility), Exhibit B, Exhibit C and Exhibit D (as applicable) shall be incorporated herein by reference upon the City's written approval thereof, without further amendment to this Lease.

(e) Lessee shall reimburse the City for all actual out-of-pocket architectural and engineering expenses for architectural and engineering review reasonably incurred by the City in connection with its decision to grant or withhold consent to any proposed Lessee Capital Improvement.

(f) Lessee shall require Operator and all of Lessee's construction contractors (and their subcontractors) to release and indemnify the City to the same extent and in substantially the same form as its release and indemnity to the City in Section 9.01 of this Lease.

(g) Prior to commencement of any Lessee Capital Improvement in excess of $250,000 Lessee shall deliver, or cause Lessee's contractor to deliver, to the City, in form and substance reasonably satisfactory to the City, payment and performance bonds of a surety company licensed to do business in the State of Illinois, naming the City as co-obligee, (a "Payment and Performance Bond"), to

be in the amount of the entire contract sum of Lessee's contract with Lessee's contractor for the Lessee Capital Improvement in question. Lessee's obligation to provide Payment and Performance Bond(s) as required under this Section 5.02(g) shall apply for the duration of construction of the Lessee Capital Improvement in question, including all design services and construction work associated with such Lessee Capital Improvement, if any.

(h) Lessee's completion of all Lessee Capital Improvements and any repairs to the System in a timely manner in accordance with schedules agreed upon between the Lessee and the City is a material part of this Lease. Except for Force Majeure conditions or other similar reasons for delay, if Lessee does not complete a Lessee Capital Improvement in the time and manner agreed upon between Lessee and the City, or fails to complete routine maintenance, service or repairs to the System to comply with this Lease or any applicable Law, then, after sixty (60) days written notice and opportunity to cure, the City in addition to any other remedy which may be available to it, may enter the Premises and complete such Lessee Capital Improvements or routine maintenance, service or repairs. In the event the City completes any Lessee Capital Improvement, routine maintenance, service or repair under the provisions of this Section 5.02(h), Lessee agrees that upon request by the City, Lessee shall execute and deliver to the City an assignment of any construction contracts then in existence entered into by Lessee pertaining to such Lessee Capital Improvement, routine maintenance or repair. Lessee shall reimburse all reasonable Capital Improvement Costs incurred by the City in completing the same in accordance with Article IV.

SECTION 5.03 Lessee's General Contractor, Architect, and Engineer

Lessee's general contractor and Lessee's architect or engineer, as necessary for any Lessee Capital Improvement approved pursuant to Section 5.02, shall be subject to prior written approval by the City, such approval not to be unreasonably withheld or delayed. Lessee will give the City the opportunity to review and reasonably approve the agreements between Lessee and Lessee's general contractor (and, if Lessee has entered into other contracts for the Lessee Capital Improvements that would normally be included within a single construction contract for the completion of all of the Lessee Capital Improvements, such other contracts) (collectively, the "Construction Contracts") (which Construction Contracts shall, in any event, include guaranteed maximum prices that, in the aggregate, are equivalent to what would be an appropriate guaranteed maximum price under a single construction contract for the completion of the Lessee Capital Improvements), which review and approval is solely for the purposes of assuring that the Construction Contracts are consistent with the terms of this Lease and include provisions with respect to insurance and suretyship reasonably satisfactory to the City for the protection of the City, laborers, suppliers, subcontractors and the public. During the Term, the Lessee's general contractor and Lessee's architects and engineer shall not use any subcontractor that at the time such subcontractor would be hired is debarred by, or ineligible to do business with, the City.

SECTION 5.04 Covenant Against Liens

(a) No party, including the Lessee, shall have any right to file any non-consensual or consensual liens against any portion of the System, or any property of the City, and the Lessee shall keep the System and the leasehold estate created hereunder free and clear of liens or claims of liens in any way arising out of the use, operation, maintenance, service, repair, and replacement of the System by the Lessee or an Associated Party. The Lessee shall promptly take such steps as are necessary to release any claim for lien or attempted claim for lien from the System, or any property of the City, including as set forth in Section 5.04(b).

(b) If any mechanic's, laborer's or materialman's lien shall at any time be filed against the System or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Lessee or anyone claiming by, for or under Lessee. Lessee, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the City may, if such lien shall continue for fifteen (15) days after notice from the City to Lessee, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding or otherwise, and in any such event, the City shall be entitled, if the City so elects upon another fifteen (15) days' notice from the City to Lessee, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the City and all costs and expenses incurred by the City in connection therewith, together with interest at the rate of twelve percent (12%) per annum from the respective dates of the City's making of the payment or incurring of the cost and expense, shall constitute a City System Cost payable by Lessee under this Lease and shall be paid by Lessee to the City on demand.

SECTION 5.05 No Consent. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the System or any part thereof, including, without limitation, a Lessee Capital Improvement.

Article VI

OPERATION, MAINTENANCE AND REPAIR; ENVIRONMENTAL

SECTION 6.01 Operation, Maintenance and Repair.

(a) Lessee shall be responsible for all expenses related to the use, operation, maintenance, servicing, construction, installation, repair or replacement of any portion of the System, subject to and in accordance with the terms and conditions

of this Lease. Lessee shall pay all taxes and fees and obtain all necessary permits, licenses, or other approvals associated with such use, operation, maintenance, servicing, construction, installation, repair or replacement of any portion of the System by Lessee under this Lease.

(b) Lessee shall cause the Operator to keep and maintain the System and all vehicles and equipment of the Operator relating thereto in a safe operating condition and good repair in accordance with Industry Standards and all applicable Laws. The Lessee agrees that the Operating Agreement shall require the Operator to operate and maintain the System, at all times, in a manner consistent with that of a reasonable and prudent operator and in accordance with this Lease, Industry Standards and all applicable Laws.

(c) Lessee shall be responsible for all utility costs associated with the System, including but not limited to electricity, gas, drainage, telephone, etc.

SECTION 6.02 Lessee Representations, Warranties and Covenants.

Lessee represents, warrants, and covenants the following:

(a) Lessee has obtained and throughout the Term shall obtain, regularly maintain and timely update all applicable Environmental Permits, and shall provide any notices required under Environmental Laws, for conducting its operation of the System during the Term of this Lease. Lessee shall ensure that its Associated Parties obtain, maintain and update all Environmental Permits pertaining to its and their use, operation, maintenance, service, repair, or replacement of the System. The City agrees to cooperate with Lessee in transferring any Permits held by the City regarding the System to the Lessee to the extent permitted by Law.

(b) Lessee shall comply and shall ensure that its Associated Parties comply with all applicable Environmental Laws pertaining to its and their operations at the Airport.

(c) Lessee shall not conduct its use, operation, maintenance, service, repair or replacement of the System during the Term so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(i) Any Discharge, Disposal, or Release at the Airport, unless authorized by an Environmental Law and, where applicable, City will provide Lessee with all such permit terms regarding such authorizations;

(ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Lessee or its Associated Parties of the System;

(iii) any Discharge, Disposal, or Release 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;

(iv) any Discharge, Disposal, or Release to the soil or Waters at, underlying, or adjacent to the Premises in violation of any applicable Environmental Laws; or

(v) 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 of any terms or conditions of any City or Lessee air permit.

(d) Lessee shall, and shall ensure that its Associated Parties, handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material in connection with its use, operation, maintenance, service, repair, or replacement of the System during the Term in compliance with applicable Laws. To the extent applicable, and without limiting the foregoing, Lessee 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 in compliance with any de-icing policies and practices as may be adopted by the City.

(e) Lessee shall be, and shall ensure that its Associated Parties are, responsible for the proper removal, transportation and disposal of all Hazardous Substance or Other Regulated Material generated by Lessee or its Associated Parties, or resulting from Lessee's use, operation, maintenance, service, repair or replacement of the System, 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, Lessee shall ensure that either Lessee or its appropriate Associated Party(ies) signs such documents. In the event Lessee or an Associated Party removes, transports or disposes of any Hazardous Substance or Other Regulated Material for which the City is the "generator":

(i) The City agrees to authorize Lessee or its appropriate Associated Party to perform generator duties on behalf of the City with respect to such waste, including but not limited to completing and signing, on behalf of City, the following types of documents on the basis of Lessee's or its appropriate Associated Party's personal knowledge of the information stated in such documents: (1) Uniform Hazardous Waste Manifests, (2) waste profile sheets, and (3) generator's certifications of non-special waste.

(ii) The Lessee or its appropriate Associated Party shall maintain on file and provide the City with documentation that the person(s) preparing or signing Uniform Hazardous Waste Manifest(s) on behalf of the City have completed appropriate U.S. Department of Transportation training pursuant to 49 CFR 172 Subpart H, and that such training is current. Training documentation shall include (1) the person(s) name, job title and employer, (2) the name and address of the entity or person(s) that provided the training, (3) a description, copy or location of the training materials, (4) a certificate of training completion, and (5) a date of the training completion.

(iii) Prior to executing or filing any manifest or waste profile sheet on behalf of the City, Lessee or its appropriate Associated Party shall notify the City and provide the draft manifest, the waste profile sheet, and supporting documentation, including waste characterization, to the City for its review and approval. Lessee or its appropriate Associated Party shall provide to the City copies of the initial Uniform Hazardous Waste Manifests, non-hazardous waste shipping papers, and associated waste profile sheets within five business days of each waste shipment.

(f) Lessee shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as specified below, used to treat sanitary sewer waste and storm water runoff operated by Lessee or its Associated Parties on the Premises during the Term. Maintenance frequencies for structural controls shall be established by the Lessee in a reasonable manner in accordance with industry standards and applicable Environmental Laws to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Disposal, or Release of Hazardous Substances or Other Regulated Materials in violation of any applicable Environmental Law. Lessee shall ensure that environmental records required to be kept by applicable Law, including any storm water pollution prevention plan or other applicable Environmental Permit, are maintained on-site for a period of three (3) years, unless a different document retention requirement is provided by applicable Law. Structural controls that are the responsibility of Lessee shall be limited to those controls present on the Bulk Storage Facility, and any GSE Facility or load-rack maintained by the Lessee and shall include, but not be limited to: oil/water separators, 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 specifically listed on Exhibit H to this Lease as the maintenance responsibility of the Lessee, which list may be modified by agreement of the City and Lessee to reflect the construction/commissioning or demolition/ decommissioning of structural controls. Lessee shall remove and properly dispose of any Waste in said designated structural controls maintained by Lessee prior to vacating the Premises.

(g) Lessee shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of air pollution control equipment required by any applicable Environmental Law and operated by Lessee or its Associated Parties on the Premises during the Term, if any. Maintenance frequencies for such air pollution control equipment shall be established by Lessee in a reasonable manner in accordance with Industry Standards and applicable Environmental Laws 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. Lessee shall ensure that environmental records required to be kept by applicable Laws 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 not be limited to: scrubbers, filters, adsorbers, condensers, precipitators and other equipment specifically listed on Exhibit H to this Lease as the maintenance responsibility of the Lessee, which list may be modified by agreement of the City and Lessee to reflect the construction/commissioning or demolition/decommissioning of such control equipment. Lessee shall remove and properly dispose of any Waste in said designated air pollution control equipment operated by Lessee prior to vacating the Premises.

(h) If Lessee or any of its Associated Parties cause, unlawfully allow or contribute to a Discharge, Disposal, or Release 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, Lessee shall report such Discharge, Disposal, or Release to the City and the appropriate governmental authorities in compliance with applicable Environmental Laws, including the O'Hare Spill Response Guide. Lessee shall ensure that its Associated Parties report any Discharge, Disposal, or Release in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said Associated Party cause, unlawfully allow or contribute to a Discharge, Disposal, or Release in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

(i) Lessee 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. The City will provide Lessee with all permits and any other documents regarding discharge limits and Storm Water Pollution Prevention Plan obligations. Lessee shall, and shall cause its Associated Parties to, use, operate, maintain, service, repair and replace the System in compliance with all applicable Environmental Laws. Lessee 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. Lessee shall minimize the exposure to storm water of materials generated, stored, handled, or used by Lessee or its Associated Parties at the Premises including Hazardous Substances

or Other Regulated Materials, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and make them available to the City upon reasonable request. Lessee further acknowledges that any effluent limitation guidelines in any NPDES storm water discharge permit issued to the City and timely provided to Lessee applicable to the Lessee are incorporated by reference into this Lease to the extent affecting the System, or necessitating Lessee's reasonable cooperation to assure the City's compliance therewith. The City shall provide advance notice to Lessee of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of any Environmental Permits issued to the City which may affect Lessee's or its Associated Parties' use, operation, maintenance, service, repair or replacement of the Premises, or which may necessitate Lessee's reasonable cooperation to assure the City's compliance therewith.

(j) Lessee or its Associated Parties shall cooperate with the City, as reasonably requested from time to time by the City, to ensure that Lessee'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.

(k) Lessee, prior to vacating or surrendering any portion of the System for any reason, shall, in addition to the requirements set forth in Section 6.09 and Section 6.12:

(i) remove and dispose of any and all trash, debris or Waste generated by Lessee or its Associated Parties;

(ii) remove any and all above-ground containers and non-permanent structural controls owned by Lessee or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located on Lessee's Premises, unless Lessee and the City agree otherwise; and

(iii) comply with applicable Environmental Laws regarding the closing or removal from service of any portion of the System including any underground or aboveground tanks, vessels, and containers operated or owned by Lessee or its Associated Parties and located on the Premises.

(l) Lessee understands and acknowledges that certain of its and the City's future capital projects at the Premises may require review or approval by FAA, EPA, the IEPA, or other governmental authorities pursuant to requirements imposed upon the Airport or the City. If requested by the City, Lessee shall reasonably cooperate with the City in its preparation of such submittals as are required of the City by such governmental authorities in connection with Lessee's Capital Improvements or in connection with the City capital projects which benefit Lessee.

(m) In addition to the foregoing, Lessee shall act with due care and in compliance with Industry Standards in connection with materials and substances used by Lessee at the Airport, even if not regulated by Law or requirements as aforesaid, so as not to pose a hazard to the health or safety of the current or future users and occupants of the System and any other areas at the Airport or to the owners or occupants of property adjacent to or in the vicinity of the same or to the environment.

SECTION 6.03 Inspection and Periodic Environmental Audit.

(a) Lessee shall, or shall cause the Operator to, conduct regularly scheduled inspections of the System in accordance with Industry Standards and any applicable Environmental Laws to ensure environmental compliance. Such inspections shall include, but not be limited to, inspections of vaults, pits, sumps, drains and any other features of the System where Releases of Hazardous Substances or Other Regulated Materials could occur. The findings of each inspection shall be documented in a format that can be transmitted to the City and Lessee. Such inspection records shall be made available for inspection by the City upon request. In the event any such inspection report identifies corrective measures required to maintain the integrity of the System or remedy or prevent Releases of Hazardous Substances or Other Regulated Materials, the Lessee shall cause such corrective measures to be commenced within a reasonable time after in accordance with this Lease.

(b) In addition to the regular System inspections by the Operator, within six (6) months from the Effective Date of this Lease, Lessee shall cause a third-party Environmental Professional to perform a comprehensive non-intrusive assessment of the System to determine whether an Environmental Condition exists (the "Initial Assessment") and provide a report of said assessment to the City. Prior to initiation of the Initial Assessment, the City, Lessee, Operator and the Environmental Professional will meet and discuss the scope of the Initial Assessment. Should the Initial Assessment recommend the need for any soil, air, groundwater, and water sampling and analysis as is reasonably necessary to determine the presence of Environmental Conditions, the Lessee and City shall meet to discuss such recommendations. Sampling results that (i) are available to either the City or Lessee for those areas identified for sampling; and (ii) were collected within one (1) year prior to the Initial Assessment may be used to satisfy the need for the data sought to be collected. A draft scope of work describing the planned Initial Assessment shall be submitted to and approved by the City prior to initiation of the Initial Assessment. The final Initial Assessment report will be provided to the City within five (5) business days from receipt of the same by Lessee.

(c) On a reoccurring basis every five (5) years from the date of the Initial Assessment report described in (b) above during the term of this Lease, the Lessee shall retain a third-party Environmental Professional who shall be responsible for completing an Environmental Audit of the System. Prior to initiation of any Environmental

Audit, the City, Lessee, Operator and the Environmental Professional will meet and discuss the scope of the Environmental Audit. Such Environmental Audit may include such soil, groundwater, and water sampling and analysis as is reasonably necessary to determine the presence of Environmental Conditions, unless otherwise required by the City. A draft scope of work describing the planned Environmental Audit shall be submitted to and approved by the City and Lessee prior to initiation of the Environmental Audit. The final Environmental Audit report will be provided to the City within five (5) business days from receipt of the same by Lessee.

SECTION 6.04 Right of Entry to Perform Environmental Inspections and Sampling.

(a) The City and its contractors and other agents shall, in addition to any other inspection right under this Lease or any applicable Law, have the full right to enter or inspect any part of the System, 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 Lessee's or other party's use, operation, maintenance, service, repair and replacement thereof, including those of 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, and Discharge, Disposal, and Releases at the City's initial expense, (any such expenses may be recovered as City System Costs). Should the City conduct any intrusive sampling, such sampling results may be used by Lessee to satisfy any obligation of the Lessee to perform similar sampling as required under Section 6.03. The City will provide seventy-two (72) hours' advance written notice of any planned City inspection or intrusive City sampling to Lessee, except in emergencies, when advance notice shall not be required. Lessee shall have the right to accompany 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 Lessee to be present. Lessee shall have the right to obtain, at Lessee's expense, split samples, and the City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

(b) Lessee 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 6.04, the City shall not unreasonably interfere with the authorized use and occupancy of the System by Lessee or its Associated Parties. Lessee remains solely responsible for its environmental, health, and safety compliance, notwithstanding any the City inspection, audit, or assessment.

SECTION 6.05 Information to be Provided to the City.

(a) If Lessee receives any written notice, citation, order, warning, complaint, claim or demand regarding Lessee's use, operation, maintenance, service, repair, or replacement of the System or other property at the Airport used by Lessee in

connection with this Lease that is not legally privileged, made confidential by applicable Law, or protected as trade secrets:

(i) concerning any alleged Discharge, Disposal, or Release by Lessee or by its Associated Parties;

(ii) alleging that Lessee or any of its Associated Parties is the subject of an Environmental Claim or alleging that Lessee or any Associated Party is, or may be, in violation of any Environmental Laws; or

(iii) asserting that Lessee or any such Associated Party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Discharge, Disposal, or Release.

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

(b) Lessee 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:

(i) Lessee's or its Associated Parties' alleged failure to comply with any Environmental Laws in connection with the System or other property at the Airport, or

(ii) any Discharge, Disposal, or Release arising out of the past or present operations at or use of the System or other property at the Airport.

(c) In connection with any matter arising under Section 6.05(a) above, Lessee shall make available, within ten (10) business days of Lessee's receipt of the City's written request, subject to document retention requirements provided by applicable Law, the non-privileged documents that Lessee has submitted to any governmental agency pertaining to the environmental compliance status of Lessee's use, operation, maintenance, service, repair and replacement of the System or other property at Airport used by Lessee in connection with this Lease, 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 Lessee or its Associated Parties in or on the System or other property at the Airport.

SECTION 6.06 Environmental Clean Up. Lessee shall be solely responsible for compliance with all applicable Environmental Laws and Environmental Permits regarding any Clean Up of any Environmental Condition.

Any Clean Up required under this Lease shall be performed promptly at Lessee's sole cost and expense; provided, however, that nothing herein shall limit Lessee from recovering such

expenses from third-parties including an Associated Party or an Included Party. Except in the event of an emergency, such Clean Up shall be performed after Lessee submits to the City a written plan for completing such Clean Up and receives the prior approval of the City. Lessee shall promptly take all reasonable actions, including without limitation assessment, testing, investigation, remediation and other Clean Up, at its sole cost and expense as are necessary to cause the System, Airport and any other areas for which such Clean Up is required to comply with the requirements of applicable Environmental Laws.

Specific cleanup levels applied by Lessee 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, and Lessee 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, provided that (a) the City's written approval of such actions, which shall not be unreasonably withheld, shall first be obtained; (b) such actions shall not materially interfere with any aviation activity at the Airport or Planned Uses of the System or the Airport; and (c) such actions will not leave residual Hazardous Substances or Other Regulated Materials in the soil or water at the Airport which might cause the City to incur any current or future Incremental Costs. Lessee's Clean Up does not need to fully satisfy criteria (c) in the preceding sentence provided that Lessee agrees that any Incremental Costs actually incurred by the City shall be promptly reimbursed by Lessee and that any such agreement shall be continuing and survive expiration or termination of this Lease.

In the event Lessee shall fail timely to commence or cause to be commenced or fail diligently to prosecute to completion such reasonable actions as are necessary to cause the System to comply with the requirements of applicable Environmental Laws (allowing for any risk based remediation levels), the City may, but shall not be obligated to, cause such action to be performed, and all costs and expenses (including, without limitation, attorneys' fees) thereof or incurred by the City in connection therewith shall be paid by Lessee promptly upon demand. In the event Lessee fails to make payment of such costs within thirty (30) days of a demand by the City, the City shall be entitled to use the Reserve Account or Additional Reserve Account, as the case may be, for such costs and Lessee shall be required to replenish the Reserve Account or Additional Reserve Account in accordance with Section 2.08. The City may also, in its discretion, deem such costs a City System Cost and elect to recover the costs through the City Cost Recovery Charge or any other method permitted under this Lease or any applicable Law. In addition, in the event that the City performs a Clean Up of an Environmental Condition, the City retains all of its rights to recover the costs of such work from any responsible or liable party, including an Associated Party or an Included Party, and to include the costs of such work in the landing fees or other fees or rents charged to Air Carriers as permitted by Law or, if applicable, by the Airport Use and Lease Agreement or similar agreement then in effect with individual Air Carriers, or an ordinance.

SECTION 6.07 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision in this Lease to the contrary, Lessee agrees to indemnify, defend, and hold harmless the City Indemnified Parties from and against any and all Environmental Claims resulting from:

(i) the breach by Lessee of any representation or warranty made in this Article; or

(ii) the failure of Lessee to meet its obligations under this Article, whether caused or unlawfully allowed by Lessee, an Associated Party or any other third party under Lessee's direction or control; or

(iii) Any Environmental Condition; or

(iv) Any investigation, monitoring, Clean Up, containment, removal, storage or restoration work performed by the City or a third party due to Lessee's or an Associated Party's use, placement, or Discharge, Disposal, or Release (of whatever kind or nature, known or unknown) on the Airport, or any other areas impacted by this Lease, related to Lessee's or an Associated Party's activities under this Lease; or

(v) Any actual, threatened, or alleged Hazardous Substances or Other Regulated Materials contamination by Lessee or an Associated Party related to Lessee's activities under this Lease; or

(vi) The Discharge, Disposal, or Release by Lessee or an Associated Party related to Lessee's or an Associated Party's use, operation, maintenance, service, repair, or replacement of the System under this Lease that affects the soil, air, water, vegetation, buildings, personal property, or persons; or

(vii) Any personal injury, death or property damage (real or personal) arising out of or related to the use or Clean Up of Hazardous Substances or Other Regulated Materials by Lessee or an Associated Party; or

(viii) Any violation or alleged violation by Lessee or an Associated Party of any Environmental Law in connection with Lessee's use, operation, maintenance, service, repair or replacement of the System.

Claims for indemnification for environmental matters are limited to this Article VI and are not subject to the general indemnity provisions in Article IX.

In regard to the above indemnification, (1) the City shall coordinate with Lessee so that Lessee has the opportunity to take actions to minimize such costs, including providing notice and reasonable opportunity for Lessee to address said matter and/or to challenge said Claim and (2) indemnification for any Clean Up costs shall refer to costs to meet Environmental Laws to the extent required for a Clean Up pursuant to Section 6.06.

(b) Nothing in this Lease shall modify, extinguish or limit the rights of the City to pursue any environmental matter related to the System against any third-party, including but not limited to any Associated Party; an Included Party other than the Lessee; a licensee or user of the System; the Operator or any former operator of the System; or, any Into-Plane Service Provider. The City's remedies with regard

to environmental matters against Lessee are cumulative and survive termination of this Lease.

(c) In the event that the City and Lessee 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 percent (51%) of the total fault which proximately caused the Environmental Claims, Lessee's obligation to indemnify the City for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Lessee's proportionate share of the total fault which proximately caused the Environmental Claims. The City and Lessee agree, however, that this provision is not intended to obviate or lessen in any way Lessee's duty to defend the City; provided, however, that to the extent the City and Lessee 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 City, the City shall reimburse Lessee 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 Lessee for all defense costs Lessee incurred with respect to defending the City against Claims to the extent that the City and Lessee 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.

SECTION 6.08 Limitations. Lessee's obligations under this Article shall not apply to: (a) any Discharge, Disposal, or Release that Lessee can prove to the City's reasonable satisfaction existed at the Premises prior to the initial occupancy or operations at such area by Lessee, an Associated Party, a Contracting Airline, or Associate/Affiliate Airline, a corporate predecessor of any of the foregoing, or an operator of the System contracted by any of the foregoing (each an "Included Party," collectively, the "Included Parties"), provided that neither an Included Party nor any other party under an Included Party's direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Discharge, Disposal, or Release, or caused, unlawfully allowed or contributed to a subsequent Discharge, Disposal, or Release of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Discharges, Disposals, or Releases that migrate onto, into, or from the System or the Airport and that were not caused, unlawfully allowed or contributed to by an Included Party or third parties under an Included Party's direction or control or conducting operations or activities on its or their behalf; or (c) Discharges, Disposals, or Releases on, at, or from the System not caused, allowed or contributed to by an Included Party, or any other party under an Included Party's direction or control.

SECTION 6.09 Site Assessment at Lease Expiration or Termination. Lessee shall comply with the following assessment and Clean Up requirements at the termination or expiration and non-renewal of Lessee's leasehold rights under this Lease, and the Reserve Account or Additional Reserve Account provided in **Error! Reference source not found.**Section 2.08 shall be available to the City in the event that Lessor fails to adequately or timely perform these requirements:

(a) Within one hundred twenty (120) days of the expiration or any other termination of this Lease, Lessee shall, unless otherwise requested by the City, perform a comprehensive site assessment of the System to ensure that an undetected Environmental Condition has not occurred during the term of this Lease (the "Termination Assessment") and provide a report of said assessment to the City. For the purpose of comparison, the Termination Assessment shall be compared to the most recent Environmental Audit performed pursuant to Section 6.03 along with historic leak and cathodic protection test information. The Termination Assessment shall be performed by an Environmental Professional reasonably acceptable to the City, using the most current technology, consistent with Industry Standards and good commercial practice, reasonably available at the time of the termination.

(b) The Termination Assessment report shall reasonably identify and locate, based on available information, all Environmental Conditions on or emanating from the System. The report shall provide for a plan and schedule for Lessee to Clean Up all such Environmental Conditions, except Environmental Conditions where no further Clean Up is required to comply with Environmental Laws or Environmental Permits, to the same extent it would have been required to had such Environmental Conditions been discovered during the term of the Lease, at Lessee's sole cost and expense, to a condition which satisfies all applicable Environmental Laws (allowing for any risk based remediation levels, subject to the conditions in, and the payment of Incremental Costs pursuant to, Section 6.06). The City may reasonably require additional or revised remediation and the supplementation of the Termination Assessment report to the extent consistent with Lessee's obligations under this Article VI. Until such remediation is complete in accordance with: (a) the Termination Assessment report; (b) all applicable Environmental Laws; and (c) any necessary regulatory agency approvals, Lessee shall remain obligated diligently to pursue to completion all required remediation and all applicable reporting and information sharing requirements of this Article VI. If requested by Lessee, the City shall provide Lessee with reasonable access to the System and other areas of the Airport after the expiration or termination of this Lease so that Lessee can fulfill its obligations under this section, provided Lessee pursues its obligations diligently to completion.

SECTION 6.10 Fuel Storage Tank Inspection and Testing. Lessee shall, at its sole cost, perform inspections of the Fuel and Gasoline storage tanks that are part of the System in accordance with all Industry Standards including but not limited to API standards. Advance notice of any such inspections and testing shall be provided to the City, and the City may observe such inspections and testing at its option. A written report of the testing shall be provided to the City within thirty (30) days following such inspections and testing. Any and all resulting repairs and/or replacement of any portion of the System as a result of these inspections and testing shall be performed in accordance with this Article VI at Lessee's sole cost.

SECTION 6.11 Leak Detection and Monitoring.

Lessee will perform a leak detection test on an annual basis, or more frequently as required by Law, for the term of the Lease using a Leak Detection System on as much of the System pipelines as possible, and applying a daily pressure chart method or another Industry Standard

leak test method to the remainder of the System. Advance notice of any leak test performed during the term of this Lease shall be provided to the City, and the City may observe such testing at its option. Final reports describing the leak test of the System and identifying whether or not the pipelines evaluated have satisfactorily passed the leak test shall be provided to the City no later than five (5) business days after the receipt of the report.

If any part of the System does not receive a satisfactory leak rate result and is reported to have failed the leak test, Lessee will re-test the part of the System that failed as soon as possible and determine if the leak detection test failure represents a false positive, or if a Release of Fuel or Gasoline from the System may be occurring. If upon further testing and evaluation the part of the System at issue passes the leak test, a supplemental report of the subsequent leak testing, including sufficient information to describe the additional testing protocols, will be submitted to the City within five (5) business days from receipt. If subsequent leak testing does not achieve a passing result and a leak of Fuel or Gasoline from the System may be occurring, Lessee will immediately provide notification to the City of the test results used to identify the leak condition, the location of the leak, if known, and the plans for repair of the leak. If the location of the leak is not known, Lessee will describe to the City how it plans to locate the leak, the process Lessee proposes to follow in repairing the leak, and how the repair will affect the operation of the System. Lessee will use best efforts to repair the leak as soon as possible, considering applicable Laws, availability of qualified contractors, access to the structure or equipment that is leaking, weather, and the threat to human health, safety and the environment. The City may oversee or observe the leak testing, location and repair process at any time.

SECTION 6.12 System Idling or Abandonment on the Airport.

(a) Should Lessee determine that any part of the System in operation as of the Effective Date, formerly in operation prior to the Effective Date, or installed subsequent to the Effective Date, is no longer necessary to the operation of the System, then Lessee shall comply with all Industry Standards, applicable Laws, and the City's instructions for proper decommissioning, demolition and removal of that portion of the System.

(b) Lessee may with the City's prior written permission which shall not be unreasonably withheld, decommission and abandon in place, rather than remove, a portion of the System which Lessee has determined is no longer necessary to the operation of the System. In evaluating the request for abandonment in-place, the City may consider, among other things, the presence of pavement or structures overlying the System or access to the System due to surface use or other Airport operations, Planned Uses for the area of the Airport where the System is located, Applicable Laws and Industry Standards, and input from the Illinois Office of the State Fire Marshall and the Chicago Department of Public Health. Lessee shall perform any such decommissioning and abandonment in place of any portion of the System permitted by the City in accordance with all Industry Standards, applicable Laws and the City's instructions.

(c) Whether the part of the System at issue is to be removed, idled or permanently abandoned, Lessee shall first confirm that to the extent reasonably possible, all

Hazardous Substances or Other Regulated Materials contained within that part of the System have been removed and, in the case of a portion of the System that is abandoned in place, that the part of the System at issue is further secured by filling with inert material.

(d) Prior to and immediately following decommissioning of any portion of the System, regardless of whether or not that portion of the System will be removed, Lessee shall engage an Environmental Professional to prepare an environmental sampling and analysis plan of the portion of the System to be decommissioned, subject to the City's review and approval, to confirm that all Hazardous Substances or Other Regulated Materials contained within that portion of the System have been, or at the conclusion of the decommissioning will be, removed or Cleaned Up to a condition which satisfies all applicable Environmental Laws (allowing for any risk based remediation levels, subject to the conditions in, and the payment of Incremental Costs pursuant to, Section 6.06).

(e) Upon removal of all Hazardous Substances or Other Regulated Materials contained within the part of the System at issue, and completion of any required Clean Up associated therewith, the location of the decommissioned part will be documented by GPS or survey or other method to provide notice to all interested parties of the presence of the abandoned part of the System on the Airport.

(f) Any costs incurred by the City in connection with the decommissioning, demolition, removal, or Clean Up of any portion of the System shall be considered a City System Cost, regardless of whether such demolition or removal is conducted in the first instance by the City, Lessee, Operator or any Associated Party, and regardless of whether the City has previously permitted Lessee to abandon the portion of the System at issue in place in accordance with Section 6.12(b).

SECTION 6.13 **Notice**. With respect to those provisions of this Article which expressly require the City to provide written notice to Lessee, electronic mail to the designated Lessee representative will satisfy such requirement. The parties' addresses for environmental notices shall be: [INSERT NOTICE INFORMATION].

SECTION 6.14 **Survival of Environmental Provisions.** Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of Lessee, are intended to and shall survive the expiration or earlier termination of this Lease.

Article VII

PERMITTED MORTGAGES

SECTION 7.01 **Permitted Mortgages.** With the prior written consent of the City, and subject to such conditions as the City may in its discretion impose, the Lessee, may during the term of this Lease, assign, sublease, convey, sell, pledge, hypothecate, encumber by deed of trust,

mortgage, or other security instrument, all of Lessee's interest under this Lease, the leasehold estate created in Lessee herein, and any improvements thereto ("Permitted Mortgage").

Lessee shall give the City ninety (90) days prior written notice of its intention to enter into a Permitted Mortgage, and shall submit to the City such information and detail as will enable the City to determine the compliance of such intended Permitted Mortgage with the provisions of this Lease. If the City has not objected to the intended Permitted Mortgage on the grounds of noncompliance with provisions of this Lease within ninety (90) days of receipt by the City of such notice and information, the intended Permitted Mortgage shall be deemed to comply with the provisions of this Lease provided, that, in no event shall any such deemed approval act or operate to subordinate the City's fee title to the property to the Permitted Mortgage. Lessee shall thereafter promptly submit to the City final documents in connection with such Permitted Mortgage upon request by the City.

Article VIII

RULES AND REGULATIONS

SECTION 8.01 **Airport Rules and Regulations**. The City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport and the System, its services and facilities, that in the City's opinion will (a) reasonably ensure the safe, efficient and economically practicable operation thereof, (b) provide for the safety and convenience of those using the Airport and the System, and (c) protect the Airport, the System and the public from damage or injury resulting from operations on, into and from the Airport and the System. Lessee agrees to observe and obey any and all such rules and regulations as are currently in place and as may be reasonably established from time to time and to require its Associated Parties, and their respective officers, agents, employees, contractors and suppliers to observe and obey the same, provided, that, such rules and regulations comply with the requirements set forth in the following two sentences. Such rules and regulations will not be inconsistent with the terms of this Lease, shall be non-discriminatory to Lessee and shall apply generally to all Lessees at the Airport. Further, such rules and regulations shall not be inconsistent with applicable rules, regulations, orders and procedures of the FAA or any other government agency duly authorized to make or enforce rules and regulations for the operation of the Airport and the operation of aircraft using the Airport. A current copy of the Airport's rules or regulations and any subsequent amendments thereto, pursuant to the subject matter of this Section 8.01, shall be provided by the City to the Lessee or an Associated Party upon request, and the City shall make reasonable efforts to furnish an advance copy to provide Lessee an opportunity to comment on such proposed changes, and Lessee reserves the right to contest any such rules and regulations which it believes to be unreasonable. The City reserves the right to deny access to the Airport and the System to any Person that fails or refuses to obey and comply with such rules and regulations.

SECTION 8.02 **Rules and Requirements Regarding Use of the System**.

(a) Prohibited Uses. Lessee and Associated Parties shall not use or occupy the System or any part of the System, and neither permit nor suffer the System, to be used or occupied, for any of the following (each a "Prohibited Use," collectively the "Prohibited Uses")

(i) for any unlawful or illegal business, use or purpose;

(ii) for any use which is a public nuisance; or

(iii) in such a manner as may make void or voidable any insurance then in force with respect to the System.

Promptly upon its discovery of any Prohibited Use, Lessee shall take all reasonably necessary steps, legal and equitable, to immediately discontinue such business or use, or compel discontinuance of such business or use.

(b) Airport Conditions. The following covenants, agreements, and restrictions shall apply to Lessee's or any Associated Party's use and occupancy of the System, which covenants, agreements, and restrictions shall run with the land, for the benefit of the City and its successors and assigns in the ownership and operation of the Airport:

(i) Lessee and Associated Parties shall neither construct nor permit to stand on the Premises any building, structure, poles, trees, or other object, whether natural or otherwise, in violation of FAR Part 77, or which would otherwise interfere with the use and operation of the Airport;

(ii) Lessee's and Associated Parties' use of the System shall be compatible with noise levels associated with the operation of the Airport; and

(iii) Lessee and Associated Parties shall not knowingly or negligently undertake, or knowingly or negligently permit, any activity that could create a potential for attracting birds or other wildlife that may pose a hazard to aircraft operations at the Airport.

(c) No Waste. Lessee shall not injure, overload, deface or strip, or cause waste or damage (other than reasonable wear and tear) to, the System, nor commit any nuisance or unlawful conduct; nor permit the emission of any objectionable noise or odor above normal Airport levels; nor make any use of the System that is improper or offensive; nor permit or suffer any Associated Party to do any of the foregoing.

(d) Legal Requirements. Throughout the Term, Lessee, at its expense, shall promptly comply with, and shall require all Associated Parties to promptly comply with, all present and future Laws, which may be applicable to the System, or to the use or manner of use of the same, whether or not such Law is specifically applicable or related to the conduct of the Lessee's use of the System, or shall necessitate structural changes or improvements, or shall interfere with the use and enjoyment of the System. Lessee shall, in the event of any violation or any attempted violation of this Section 8.02(d) by Lessee or its Associated Parties on or at the System, take steps, promptly upon knowledge of such violation, as Lessee determines to be reasonably necessary to remedy or prevent the same, as the case may be.

(e) Compliance with Insurance Requirements. Throughout the Term, Lessee, at its expense, shall observe and comply with, and shall cause its Associated Parties to comply with, the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Lessee at any time in force with respect to the System if such observance or compliance is required by reason of any condition, event or circumstance arising after the commencement of the Term. Lessee shall, without limiting any other requirements of this Lease, in the event of any violation or any attempted violation of the provisions of this Section 8.02(e) by any Associated Party, take all reasonable steps, promptly upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

Article IX

INDEMNIFICATION AND INSURANCE

SECTION 9.01 Indemnification.

(a) The Lessee agrees to defend, indemnify and hold harmless the City Indemnified Parties to the maximum extent allowed by Law from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, Claims, demands, judgments, injunctive relief, awards and settlements, 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:

(i) the tortious acts or omissions of Lessee or an Associated Party;

(ii) the Lessee's or an Associated Party's use or occupancy of the Airport in connection with the use, operation, maintenance, service, repair, or replacement of the System;

(iii) the violation by the Lessee or an Associated Party of any agreement, warranty, covenant or condition of this Lease, or of any Law affecting the System; or

(iv) suits of whatever kind or nature alleging violations of any Law as a result of any actions taken by the Lessee or Associated Parties, or obligations imposed upon the Lessee or Associated Parties, pursuant to this Lease;

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

(b) Without limiting the foregoing, the Lessee also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

(i) from and against any and all Claims or liability for compensation under any workers' compensation Law arising out of the injury or death of any employee of the Lessee. The Lessee shall cause the Operator and Lessee's licensees and contractors to maintain in effect at all times workers' compensation insurance as required by Law; and

(ii) 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 Premises occupied by the Lessee pursuant to this Lease, or which arise out of the operations of the Lessee or by reason of the Lessee's use and occupancy of the System. However, the Lessee 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 the Lessee to contest or appeal the same. The Lessee shall be responsible for obtaining bills for all of said taxes and assessments 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 the Lessee as soon as practicable.

(c) Without limiting the foregoing, the Lessee shall cause the Operator and any other Associated Party to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all Claims, damages, demands, and causes of action of all kinds including Claims of property damage, injury or death, in consequence of granting the relevant contract to the Associated Party or arising out of or being in any way connected with the Associated Party's performance under this Lease 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 in favor of the City Indemnified Parties to the maximum extent permitted by applicable Law. To the extent the Associated party 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 the Associated Party 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, Lessee 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, Lessee will reimburse the City Indemnified Parties for all such costs and expense. "Injury" or "damage," as such words are used in this Section 9.01 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by the Associated Party and each of their contractors, 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 are owned, furnished or loaned by the City. Notwithstanding Lessee's obligation to cause

any Associated Party to agree to the requirements set forth in this Section 9.01(c), Lessee's failure to cause an Associated Party to do so shall not constitute a breach hereof, provided that Lessee performs all such actions the Associated Party would have been required to perform under this Section 9.01(c), including indemnifying and defending the City, itself.

SECTION 9.02 Indemnification Procedures.

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

(b) 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 City shall bear the costs of its participation to the extent such participation is not in furtherance of City's defense of any such Claim. The City shall approve the terms of any settlement related to such Claim 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.

(c) Without limiting the generality of any other provision hereof, the Lessee 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 Lease.

(d) Notwithstanding the provisions of this Article, in the event that the City and Lessee mutually agree or a court of competent jurisdiction determines by a final order that a City Indemnified Party's negligence or willful and wanton misconduct is at least fifty-one percent (51%) of the total fault which proximately caused any losses, liabilities, penalties, damages of whatever nature, causes of actions, suits, claims, demands, injunctive relief, judgments, awards and settlements (collectively, the "Claims"), Lessee's obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Lessee's and its Associated Parties' proportionate share of the total fault which proximately caused the Claims. The City and Lessee agree, however, that this Section 9.02(d) is not intended to obviate or lessen in any way the Lessee's duty to defend the City Indemnified Parties; provided, however, that to the extent City and Lessee 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 Lessee for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, City shall reimburse Lessee for all defense costs Lessee incurred with respect to

defending the City Indemnified Parties against Claims to the extent that City and Lessee 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.

(e) Notwithstanding the provisions of this Section 9.02, the Lessee's indemnification obligations regarding Environmental Claims, Environmental Conditions, and all other matters addressed by Article VI are set forth in Section 6.07.

(f) 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 under any applicable Law or under other provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease.

(g) Subject to Section 9.02(d), Lessee shall be liable for any loss or damage to any personal property or equipment of Lessee, its agents, servants, employees, officials, or independent contractors.

(h) Lessee waives the right of contribution, subject to Section 9.02(d), and subrogation against the City Indemnified Parties.

(i) Section 9.01 and Section 9.02 shall survive expiration or early termination of this Lease. The Lessee understands and agrees that any insurance protection furnished by the Lessee pursuant to Section 9.03 shall in no way limit the Lessee's responsibility to indemnify and hold harmless the City under the provisions of this Lease.

SECTION 9.03 Insurance

The Lessee shall, unless as otherwise set forth in Sections 9.03 (e) or (g) below, procure and maintain at all times, at the Lessee's expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois with 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, they shall have a similar nationally or internationally recognized reputation and responsibility as reasonably approved by the City, covering all operations under this Lease, performed by the Lessee. The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation and Employer's Liability. Workers' Compensation Insurance, as prescribed by applicable Law, covering all employees who are to provide a service under this Lease 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/Aviation Liability Insurance (Primary and Umbrella). Commercial General/Aviation Liability Insurance or equivalent coverage with

limits of not less than $500,000,000 per occurrence and in the aggregate for war risks and allied peril, personal injury, property damage liability, and aircraft liability (including passengers), including a $25,000,000 sublimit for personal injury to non-passengers. 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, including but not limited to baggage tugs, aircraft pushback tugs, air stair trucks and belt loaders, mobile equipment, hangar keepers liability, explosion, collapse, underground, separation of insureds, defense, independent contractors (if commercially available), liquor liability 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, Lessee's sole negligence or the City vicarious liability. The Lessee's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

To the extent Lessee relies on excess or umbrella insurance to satisfy the requirements of this subsection (a) or (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 Lessee, Lessee 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 Lessee may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as Lessee's Commercial General/Aviation 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. Lessee shall provide or cause Lessee's general 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 System. Coverage extensions shall include but not be limited to boiler and machinery, business interruption, extra expense, earthquake and flood.

(e) All Risk Property Insurance. Lessee shall, or shall cause Operator, to provide and maintain, All Risk Property Insurance at replacement cost valuation basis covering all loss, damage, or destruction for the System including improvements and betterments and property in Lessee'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. Lessee shall be responsible for all loss or damage to personal property owned, rented or used by Lessee.

(f) Professional Liability. When any architects, engineers, project managers, construction managers or other professional consultants perform work in connection with this Lease, 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 Lessee pursuant to this Lease 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. Lessee shall, or shall cause Operator, to provide and maintain, Pollution Liability Insurance shall be provided covering on-site and off-site bodily injury, property damage, Clean-Up costs, defense costs related to pollution conditions on, at, under, or migrating from or through the System, and other losses caused by pollution conditions or incidents including any Discharge, Disposal, or Release at coverage limits and terms set forth herein to the extent commercially available. Coverage limits of not less than $10,000,000 per pollution condition or loss and $20,000,000 annual aggregate dedicated to the leased site. A multi-year policy period may be utilized up to five years per aggregate limit. Coverage shall include, but not be limited to, the following: Clean up, response to and remediation of new on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability sufficient to address the indemnification clauses in this Lease, restoration costs, and non-owned disposal site liability for waste or materials deposited off-site. When policies are renewed, the policy retroactive date shall coincide with or precede, the Effective Date. 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 the Lessee or its Associated Parties including any on site integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks and contents must be insured as "excess and difference-in-conditions" the applicable mechanism used to meet all federal financial responsibility requirements; and (b) any structural controls (above-ground or below-ground) used to treat sanitary sewer

waste and storm water runoff operated by the Lessee or Associated Parties on the Premises pursuant to Exhibit H to this Lease.

(h) Evidence of Insurance. The Lessee will furnish the City with original certificates of insurance or similar documentation and a copy of the additional insured endorsements, where applicable, evidencing the coverage required to be in force on the date of this Lease, and renewal certificates of insurance and additional insured endorsements, or such similar evidence (collectively, the "Evidence of Insurance"), if the coverages have an expiration or renewal date occurring during the term of this Lease. Lessee shall submit Evidence of Insurance prior to the Effective Date. The receipt of Evidence of Insurance does not constitute an agreement by the City that the insurance coverage required in this Lease has been fully met or the insurance policies indicated in the Evidence of Insurance are in compliance with all the Lease requirements. Failure of the City to obtain Evidence of Insurance from the Lessee showing compliance with this Section 9.03 is not a waiver by the City of any requirements for the Lessee to obtain and maintain the specified coverages. Lessee shall advise all insurers of the Lease provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Lessee for liabilities that may arise from or relate to the Lease. 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 closest to the Airport within ten (10) days of the City's written request.

(i) Failure to Maintain Insurance. The insurance specified in this Article IX shall be carried during the Term. Failure to carry or keep such insurance in force shall constitute an Event of Default, for which the City may exercise any of the City remedies under this Lease until proper evidence of insurance is provided.

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

(k) Insurance Required of the Contractors, Affiliates and Sublessors. In each contract with the any of the Lessee's contractors, affiliates and sublessors, including any Construction Contract, the Lessee shall require such contractors, affiliates and sublessors to obtain insurance coverages to adequately cover risks associated with any contractor, affiliate or sublessor 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 Lessee's contractors, affiliates and sublessors practice.

Lessee shall determine if Lessee's contractors, affiliates and sublessors 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 as an additional insured on an additional insured form acceptable to the City. Lessee is also responsible for ensuring that the Operator and each of Lessee's contractors, affiliates and sublessors has complied with the required coverage and terms and conditions outlined in this Section 9.03(k). When requested by the City, the Lessee shall provide, or cause to be provided, to the City 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 closest to the Airport within ten (10) days of the City's written request. Failure of the Operator or of Lessee's general contractor, Lessee's architect or such other contractors, affiliates and sublessors to comply with required coverage and terms and condition outlined herein will not limit Lessee's liability or responsibility.

(l) No Limitation as to Lessees Liabilities. The Lessee expressly understands and agrees that any insurance coverages and limits furnished by the Lessee shall in no way limit the Lessee's liabilities and responsibilities specified within this Lease or by Law.

(m) Waiver of Subrogation. The Lessee waives and shall cause its insurers to waive, and the Lessee shall cause each of Lessee's general contractor, Lessee's architect or such other contractors, affiliates and sublessors, and each of Lessee's general contractor, Lessee's architect or such other contractors, affiliates and sublessors 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 Lessee pursuant to this Agreement: (1) Workers' Compensation and Employer's Liability Insurance; (2) Commercial General Liability/Airline Liability (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 Workers' Compensation and Employer's Liability, Lessee shall obtain an endorsement equivalent to WC 00 03 13 to affect such waiver.

(n) In the event Lessee or any Lessee's general contractor, Lessee's architect or such other contractors, affiliates and sublessors, or their respective insurers, should seek to pursue contribution or a subrogation claim against the City, the Lessee shall be responsible to pay all cost of defending such Claims, including actual attorney's fees of counsel of the City's choosing.

(o) Lessee Insurance Primary. The Lessee expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Lessee under this Lease. All insurance policies required of the Lessee under this Lease shall be endorsed to

state that Lessee's insurance policy is primary and not contributory with any insurance carried by the City.

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

(q) Joint Venture or Limited Liability Company. If Lessee or any other party required to obtain insurance pursuant to this Lease is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(r) Other Insurance Obtained by Lessee. If Lessee desires additional coverages, the Lessee shall be responsible for the acquisition and cost.

(s) The City's Right to Modify. The City's Risk Management Department maintains the right, based on commercially reasonable standards, to modify, delete, alter or change these requirements with thirty (30) days prior written notice to the Lessee.

Article X

DAMAGE TO OR DESTRUCTION OF THE SYSTEM

SECTION 10.01 Insured Casualty. Lessee agrees that if the System or any other improvements on the Premises are damaged or destroyed by a peril insured against, Lessee will, at its sole cost and expense, repair, reconstruct and restore such portions of the System or other improvements on the Premises to substantially the same condition, character and utility as existed prior to the damage or destruction or such other condition, character or utility as may be agreed upon by the City and Lessee. Notwithstanding the foregoing, any deductible or self-insurance retention under such insurance shall be considered a City System Cost. As the named insured under insurance policies the City maintains, the City shall retain all rights to adjust losses and access insurance proceeds under such policies and undertake repairs of the damaged property in the event that Lessee fails to adequately undertake such repairs.

Notwithstanding the foregoing, in the event the Airport is permanently closed (or temporarily closed and reopened under circumstances which makes the operation of the System under this Lease impractical) by reason of such casualty, or for any other reason, the City shall give Lessee written notice of such closure and either party may terminate this Lease effective as of the date of such notice as if such date were the originally scheduled date of termination of this Lease.

SECTION 10.02 Disbursement of Insurance Proceeds. In the case of damage or destruction to the System involving a cost of repairs of less than $250,000, the insurance proceeds shall be disbursed to the City and then to Lessee by the City and shall be applied by Lessee to the cost of the work. In the case of damage or destruction to the System involving a cost of repair greater than $250,000, the insurance proceeds shall be disbursed to the City and then paid into an escrow fund acceptable to the City and Lessee, and shall be applied to the repair or reconstruction as

provided in this Section 10.02. Such limit of $250,000 shall be increased by the City from time to time during the term of this Lease in order to reflect increases in the PPI. Disbursement from the depository shall be conditioned upon (i) the City's written approval of the plans and specifications for the proposed repair, and (ii) written certification by Lessee, satisfactory to the City, that (A) such portions of the System, once restored, will comply with applicable Industry Standards and Laws and (B) the insurance proceeds will be sufficient to repair or restore such portions of the System. Lessee may elect to pay any difference between insurance proceeds and costs of repair or restoration to the City, but if Lessee elects not to pay such difference, the City may pay for the cost of such repair or reconstruction and charge such costs in the rate base calculations as permitted by Law or, if applicable, by the Airport Use and Lease Agreement or similar agreement then in effect with individual Air Carriers, or an ordinance, or terminate this Lease, at its option.

SECTION 10.03 Notice of Casualty. If the System or any portion thereof is damaged or destroyed by a peril as described in this Article X in an amount in excess of ten thousand dollars ($10,000), Lessee shall notify the City immediately upon becoming aware of such damage. Lessee shall also promptly notify the City of the extent of the damage and of the estimated cost of rebuilding, replacing and repairing the same.

Article XI

TERMINATION BY THE CITY

SECTION 11.01 Lessee Default. An event of default shall occur under this Lease upon the occurrence of any of the following events (each, an "Event of Default" and collectively, "Events of Default"):

(a) Lessee's failure to pay any Rent when due and in the amounts as required under this Lease which failure shall continue for five (5) business days after receipt of notice by the Lessee from the City, provided that the City's obligation to send notice of such failure to pay Rent when due hereunder shall be limited to the Lessee's failure to pay Rent when due twice during any twelve (12) month period and thereafter if during the same twelve (12) month period the Lessee fails to pay any Rent on the dates when due and in the amounts as required under this Lease, and such failure shall continue for seven (7) days after the due date then an Event of Default shall have occurred under this Lease.

(b) Lessee's failure or refusal to observe, perform and fully comply with any terms, conditions, covenants and obligations contained in this Lease within thirty (30) days after receipt of written notice from the City thereof, provided, however that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee proceeds within such thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with diligence and to cure such default within one hundred eighty (180) days after notice of the default.

(c) Lessee's failure to comply with an order of a court of competent jurisdiction or proper order of a governmental agency relating to this Lease within the required time period after receipt of notice from the City of such failure and a reasonable opportunity to cure.

(d) Lessee's failure to deliver an estoppel certificate required in Section 15.05 within fifteen (15) business days after written notice of failure to deliver within the time period required therein.

(e) Lessee's failure, or refusal to cause the Operator, to operate the System in accordance with the terms and provisions of this Lease, which failure to comply continues for a period of thirty (30) days after receipt of written notice of such default.

(f) Lessee's failure or refusal in any material respect to obtain and maintain in full force and effect any of the insurance coverage required under this Lease, or to provide Evidence of Insurance evidencing such coverage as required hereunder from the City, which failure continues for a period of five (5) days after written notice of such default, except where such coverage is no longer commercially available at a reasonable cost.

(g) Use by the Lessee or an Associated Party of the System for any Prohibited Use where such use continues for a period of five (5) days after written notice from the City.

(h) Failure or refusal by the Lessee or any Associated Party to comply with any airport security plan resulting in official warning, notice or other action from the City, its Police Department or the TSA two (2) or more times in any twelve (12) month period.

(i) A general assignment by Lessee for the benefit of creditors or application for, consent to, or acquiescence in the appointment of a trustee, receiver, or other custodian for Lessee or the property of Lessee or any part thereof, or in the absence of such application, consent, or acquiescence, appointment of a trustee, receiver or other custodian for Lessee or the property of Lessee or any part thereof, where such appointment is not discharged within sixty (60) days.

(j) The suspension of operations of any portions of the System required to fuel aircraft for twenty-four (24) hours or more during the period of time when Air Carrier operations are ongoing at the Airport, with the exception of (1) temporary closures for such periods as may be necessary for repairs, during which time Lessee shall take all reasonable measures to assure the continued availability of fueling services to Air Carriers, or (2) any period of time that flight operations at the Airport are suspended for any reason other than Lessee's failure to conduct operation of the System.

(k) The assignment, assumption, or sublease of this Lease by or through Lessee without the prior written consent of the City.

(l) Lessee's failure to obtain, or any governmental authority's termination or suspension of, any certificate, license, permit or approval without which Lessee cannot lawfully operate the System, provided that, in the event Lessee has promptly commenced and is diligently pursuing a reinstatement or approval of such certificate, license, permit or approval and is cooperating with the City to assure the continued availability of Fuel and Gasoline at the Airport pursuant to a plan and schedule agreed upon in writing by the City, then Lessee shall not be in default unless such failure to obtain said certificate, license, permit or approval or the termination or suspension of any such certificate, license, permit or approval continues, despite Lessee's efforts, for sixty (60) days.

(m) The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere in a material respect with performance of Lessee's obligations under this Lease, and which is not enjoined, vacated, dismissed or set aside within a period of thirty (30) days.

(n) Entry by a court of competent jurisdiction of a judgment or an injunction, the effect of which is to prevent or prohibit Lessee from operating the System.

(o) Lessee's admission, in writing, of its inability to pay its debts generally as they mature.

(p) Lessee's delivery to the City of any material misrepresentation (including by omission) made by the Lessee in this Lease or by the Lessee or any Associated Party acting on its behalf in any affidavit, certification, disclosure or representation made by the Lessee or any such person relied upon by the City in execution of this Lease or in approving any request by Lessee submitted to the City in accordance with this Lease, including, without limitation, any material misrepresentation in a financial statement or environmental report.

(q) Lessee's failure to promptly update any economic disclosures furnished in connection with this Lease as required and in accordance with Section 2-154-020 of the Municipal Code of Chicago, when such information or responses contained in Lessee's economic disclosures are no longer complete or accurate.

SECTION 11.02 Remedies. If an Event of Default occurs, the City may, at the City's sole election, and without notice or demand to the Lessee, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided elsewhere in this Lease or under any applicable Law:

(a) The City may terminate this Lease and the leasehold estate created hereby, in which event the City may forthwith repossess the System and be entitled to recover forthwith as damages: (i) all Rent accrued and unpaid for the period up to and including such termination date; (ii) any other sums for which the Lessee is liable or in respect of which the Lessee has agreed to indemnify the City under any provisions of this Lease which may be then due and owing; and (iii) any other

damages in addition to the foregoing, including reasonable attorneys' fees and court costs, which the City sustains as a result of the breach of any of the covenants of this Lease.

(b) (i) The City may terminate the Lessee's right of possession and may repossess the System by taking peaceful possession or otherwise as provided in this Section 11.02 without terminating this Lease or releasing the Lessee, in whole or in part, from the Lessee's obligation to pay Rent hereunder for the full Term; and (ii) after the City takes possession of the System without termination of this Lease, the City may relet the System or any party thereof for the account of the Lessee for such rent, for such time, and upon such terms as shall be satisfactory to the City, and the City shall not be required to accept any tenant offered by the Lessee nor to observe any instructions given by the Lessee about such reletting. For the purpose of such reletting, the City is authorized to make any reasonably necessary repairs, alterations or additions in or to the System. If the System is relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions and the other expenses of such reletting and of the collection of the rent accruing therefrom to equal or exceed the Rent provided for in this Lease for the balance of its Term, the Lessee shall satisfy and pay such deficiency upon demand therefor;

(c) The right to specific performance, an injunction or other appropriate remedy;

(d) The right to money damages including special and consequential damages;

(e) The right to deem the Lessee non-responsible in future procurements by the City; or

(f) The City may terminate the right of the Lessee or the Operator to operate the System.

The City and Lessee covenant and agree that the remedies set forth in this Lease and under any applicable Law are non-exclusive and the exercise of one remedy by the City shall not prohibit or restrict the City from exercising any other remedies set forth in this Lease or under any applicable Law.

SECTION 11.03 Other Provisions.

(a) If the City exercises the remedies provided for in Section 11.02(a) or Section 11.02(b) above, the Lessee shall surrender possession and vacate the System or appropriate portion thereof immediately and deliver possession thereof to the City, and the Lessee hereby grants to the City full and free license to enter into and upon the Premises in such event take complete and peaceful possession of the System, to expel or remove the Lessee and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing the City's right to rent or any other right given to the City hereunder or by operation of Law.

(b) All property removed from the System by the City pursuant to any provisions of this Lease or by Law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of the Lessee, and the City shall in no event be responsible for the value, preservation of safekeeping thereof. The Lessee shall pay the City, upon demand, any and all expenses incurred by the City in such removal and storage charges against such property so long as the same shall be in the City's possession or under the City's control. All property not removed from the Premises or retaken from storage by the Lessee within ninety (90) days after the end of the Term or termination of the Lessee's possession by virtue of Section 11.02, however terminated, shall, if the City so elects, be conclusively deemed to have been forever abandoned by the Lessee, in which case such property may be sold or otherwise disposed of by the City and the proceeds of the sale, net the costs thereof, shall be applied to any amounts due the City from the Lessee hereunder, without further accounting to the Lessee.

(c) The Lessee shall pay all of the City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing the Lessee's obligations under this Lease.

SECTION 11.04 Adequate Protection. If an order for relief is entered or if a stay of proceeding or other acts becomes effective in favor of the Lessee or the Lessee's interest in this Lease, in any proceeding, which is commenced by or against the Lessee under the present or any future applicable Bankruptcy Code or any other present or future applicable Law, the City shall be entitled to invoke any and all rights and remedies available to it under such Bankruptcy Code or other Law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately protect the City's right, title and interest in and to the System or any part thereof or adequately assure the complete and continuous future performance of the Lessee's obligations under this Lease. Adequate protection of the City's right, title and interest in and to the System, and adequate assurance of the complete and continuous future performance of the Lessee's obligations under this Lease shall include, without limitation, the following requirements:

(a) That the Lessee shall duly and timely comply with all of its obligations under this Lease, including, but not limited to, the payment of Rent in accordance with the terms of this Lease;

(b) That the Lessee shall continue to use the System in the manner required by this Lease;

(c) That the City shall be permitted to supervise the performance of the Lessee's obligations under this Lease;

(d) That the Lessee shall hire such security personnel as may be necessary to insure the adequate protection and security of the System; and

(e) That if the Lessee's trustee, the Lessee or the Lessee as debtor-in-possession assumes this Lease and proposes to assign the same (pursuant to Title 11 U.S.C. 365, as the same may be amended) to any person or entity who shall have made a *bona fide* offer to accept an assignment of this Lease on terms acceptable to the trustee, the Lessee or the Lessee as debtor-in-possession, then notice of such proposed assignment, setting forth (a) the name and address of such person or entity; (b) all of the terms and conditions of such offer; (c) all of the showings, documentation and information which any entity doing business with the City would be required to deliver; and (d) the adequate assurance to be provided the City to assure such person's or such entity's future performance under the Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. 365(b)-(d) (as they may be amended), shall be given to the City by the Trustee, the Lessee or the Lessee as debtor-in-possession no later than twenty (20) days after receipt by the trustee, the Lessee or the Lessee as debtor-in-possession of such offer, but in any event no later than thirty (30) days prior to the date that the trustee, the Lessee or the Lessee as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and the City shall thereupon have the prior right and option, to be exercised by notice to the trustee, the Lessee or the Lessee as debtor-in-possession prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the *bona fide* offer made by such person or entity, less any brokerage commissions and other expenses which may be payable out of the consideration to be paid by such person or entity for the assignment of this Lease. No guaranty from a guarantor shall be extinguished, modified or prohibited in case the Lessee becomes the subject of or seeks relief under any federal or state bankruptcy or insolvency Laws, and the Lessee shall not take a position to the contrary.

SECTION 11.05 Title to the System. Subject to applicable Laws, the title to the System shall be vested in the City at all times and title to any improvements thereto shall be vested in the City upon its written acceptance of title to said improvements and at the expiration of this Lease or upon the earlier termination of the Lease as provided herein, the Operating Agreement, Fuel System Access Agreements, Non-contracting User Agreements, Interline Agreements and all other agreements that the Lessee may make concerning the System and its operation, shall *ipso facto* terminate, except that the Interline Agreement shall not terminate until the conclusion of the Interline Agreement Tail Period. In addition, the City shall have the right to resort to any other lawful remedy that it desires to pursue to remove the Lessee or an Associated Party from the Premises and to recover possession, operation, occupancy and control of the System.

Article XII

TERMINATION BY LESSEE

SECTION 12.01 Termination. Without limiting any rights that the Lessee may have under any applicable Law or at equity, Lessee may terminate this Lease and all further obligations for any reason at any time that Lessee is not in default in the payment of any amount due to the City

by giving the City ninety (90) days' advance written notice upon or after the happening or during the continuance of any of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of or access to the System or the Airport or any part thereof so as to substantially affect the Lessee's use of the System or Airport in the conduct by its members of their air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days.

(b) The issuance of any order, rule or regulation or the taking of any action by the DOT, TSA, or FAA or other authorized competent governmental authority, that materially impairs the business or operations of Lessee or the Operator, or the occurrence of any casualty that for a period of at least ninety (90) days substantially impairs the business or operations of the Lessee or the Operator.

(c) The failure of the City substantially to perform any covenant or material obligation required to be performed by the City herein, and the failure of the City to remedy such failure, or to take prompt action to remedy such failure, within a period of ninety (90) days after receipt from the Lessee of written notice to remedy the same.

(d) The substantial restriction of the City's operation of the Airport by action of the United States, or any department or agency thereof, under its war time or emergency powers, or by action of the State of Illinois, or any authorized department or agency thereof, and continuance thereof for a period of not less than ninety (90) consecutive days, provided such restriction prevents the Lessee's use or access of the System for a period of at least ninety (90) days.

(e) In the event the City is unable to, or is prohibited or prevented from, operating the Airport for airline operations for more than ninety (90) days, Lessee may terminate this Lease by giving written notice to the City in the manner herein provided.

(f) In the event that a majority of the Contracting Airlines cease providing Air Carrier transportation services to the Airport, upon notice to the City of its intention to do so at least ninety (90) days in advance of the termination date, which date shall be the last day of a calendar month.

In any event where the usage of the Airport or System by the Lessee is substantially restricted or is prevented as provided in this Section 12.01, and whether or not the Lessee is entitled to cancel this Lease as herein provided, while such event is continuing, an equitable adjustment to the amounts herein required to be paid by the Lessee shall be made by the City, as are determined to be reasonable by the City in its sole discretion.

SECTION 12.02 Surrender upon Termination. Upon termination of this Lease, the Lessee shall surrender its rights to the System hereunder to the City, which System shall be in good condition and repair, excepting however reasonable wear and tear that could not be prevented

through routine maintenance and repair, and acts of God or the public enemy, which are covered by the insurance required to be carried by Lessee herein. The requirements of this Section 12.02 shall in no way be construed to relieve Lessee of its obligations pursuant to Article VI of this Lease.

SECTION 12.03 Disposition of Property upon Termination. The Lessee shall be entitled during the term of this Lease and for a reasonable time (not exceeding thirty (30) days) after its termination, to remove from the Premises, or any part thereof, all trade fixtures, including tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject however, to any valid lien the City may have thereon for unpaid amounts payable by the Lessee to the City hereunder or under any other agreement between the City and the Lessee relating to the Airport or any part thereof, and provided that the Lessee shall have repaired all damage resulting from such removal to the satisfaction of the City.

Article XIII

NONDISCRIMINATION AND EQUAL OPPORTUNITY

SECTION 13.01 Non-Discrimination.

Lessee acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances with respect to non-discrimination 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 CFR § 47123, 28 CFR § 50.3 and other acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT (collectively, and including all amendments thereto, the "Acts and Regulations") 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 Lease, and Lessee agrees to be bound by, the following covenants and requirements to the extent applicable to Lessee and its use, operation, maintenance, service, or repair of the System:

(a) Lessee, for itself, its assignees and successors in interest, covenants and agrees that it shall assure 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 Lessee's breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Lease.

(b) Lessee, 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 in connection with the System 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, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations 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.

(c) In the event of Lessee's breach of any of the non-discrimination covenants described in subsection (b), above, the City shall have the right to terminate this Lease, and to enter, re-enter and repossess the System and any other facilities thereon, and hold the same as if this Lease had never been made or issued. This subparagraph (c) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(d) Lessee, 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 (i) 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 the System, (ii) in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, 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, and (iii) Lessee shall use the System in compliance with all other requirements imposed by or pursuant to the Acts and Regulations and any other applicable Law.

(e) In the event of Lessee's breach of any of the non-discrimination covenants described in subsection (d), above, the City shall have the right to terminate this Lease, and to enter or re-enter and repossess the System and any other facilities thereon, and hold the same as if this Lease had never been made or issued. This subparagraph (e) shall not become effective until the applicable procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(f) Lessee shall include these subsections (a) through (f), inclusive, in Lessee's licenses, permits and other instruments relating to the System, and shall require that its licensees, permittees and others similarly include these statements in their licenses, permits and other instruments relating to the System.

SECTION 13.02 Affirmative Action. Lessee, to the extent applicable to Lessee, assures that: (a) it shall undertake an affirmative action program as required by the City, and by all federal and state Laws 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 13.02 in Lessee's contracts and other applicable documents under this Lease, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

Article XIV

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

SECTION 14.01 Contract Requirements. Lessee shall, at its sole cost and expense, at all times observe and comply, and shall require all Associated Parties with whom Lessee contracts (including, without limitation, requiring the inclusion or incorporation by reference of such requirements in all of Lessee's contracts or agreements with Associated Parties, Lessee's general contractor, Lessee's architects, engineers and all other such consultants, contractors, or subcontractors and the City shall be expressly identified as a third party beneficiary in the contracts thereunder) to observe and comply, with all applicable Laws which are applicable to such party and its use, operation, maintenance, service, repair and replacement of the System, including, without limitation, the following:

SECTION 14.02 Federal.

(a) Aviation Security, 49 USC 449 *et seq.*

(b) It shall be an unlawful employment practice for Lessee or Operator to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his/her compensation, or the terms, conditions, or privileges of his/her employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin. Additionally, the Lessee, its Associated Parties, and any assignee or sublessees of any of the foregoing agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no individual shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance, including but not limited to the following:

(i) Civil Rights Act of 1964, 42 USC 200 *et seq.*; 49 CFR Part 21; Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 USC 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Section 520 of the Airport and Airway Improvement Act of 1982.

(ii) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended.

(iii) Civil Rights Restoration Act of 1987 (P.L. 100-209).

(iv) Age Discrimination Act of 1975 (42 USC 6101 – 6106), as amended.

(v) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended; and 49 CFR part 27.

(vi) Equal Employment Opportunity Regulations 41 CFR Part 60-2.

(vii) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601.

(viii) Americans with Disabilities Act of 1990 (P.L. 101-336); and 41 CFR Part 60 *et seq.*, and 49 CFR parts 37 and 38.

(ix) Air Carriers Access Act, 49 USC 41705.

(c) Federally Assisted Contracts, 49 Code of Federal Regulations Part 26.

(d) Uniform Federal Accessibility Guidelines for Buildings and Facilities.

(e) Occupational Safety and Health Act, 40 USC 333; 29 CFR 1926.1.

(f) Hazard Communication Standard, 29 CFR 1926.58.

SECTION 14.03 State.

(a) Municipal Purchasing Act, 65 ILCS 5/8-10-1 *et seq.*

(b) Illinois Environmental Protection Act, 415 ILCS 5/1.

(c) Tax Delinquency Certification, 65 ILCS 5/11-42.1-1.

(d) Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, regulations at 71 Ill. Adm. Code Ch. 1, Sec. 400.110.

(e) Steel Products Procurement Act, 30 ILCS 565/I *et seq.*

(f) Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* (in form and amount and with surety acceptable to the City and with the City named as co-obligee)

(g) Prevailing Wage Act, 820 ILCS 130/0.01 22 *et seq.*

(h) Mechanics Lien Act, 770 ILCS 60/23 (waiver of liens).

(i) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.

(j) Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*

(k) Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

(l) Public Works Employment Discrimination Act, 775 ILCS 10/0.01.

(m) Illinois Public Act 85-1390 (1988 Ill. Laws 3220) (MacBride Principles).

(n) Veteran Preference Act, 330 ILCS 55/0.01 *et seq.*

(o) Illinois Governmental Ethics Act, 5 ILCS 420/1-101.

(p) Public Officer Prohibited Activities Act, 50 ILCS 105/3.

(q) Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-17 (pecuniary interest).

(r) Illinois Wage Payment and Collection Act, 820 ILCS 115/9 (deduction from wages).

SECTION 14.04 Municipality.

(a) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

(b) Section 2-92-030 of the Municipal Code of Chicago (Performance bonds).

(c) Section 2-92-580 of the Municipal Code of Chicago (MacBride Principles).

(d) Section 2-160-010, *et seq.* of the Municipal Code of Chicago (Chicago Human Rights ordinance). Further, Lessee shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

(e) Section 2-92-420 of the Municipal Code of Chicago (Minority Owned and Women-Owned Business Enterprise Procurement Program). Lessee shall make good faith efforts and shall cause its contractors and subcontractors to utilize good faith efforts to meet participation goals for MBEs and WBEs in the design (25% for MBEs and 5% for WBEs) and construction (26% for MBEs and 6% for WBEs) of the Lessee Work, including the utilization of the City's Assist Agencies to aid in the identification of MBE and WBE certified businesses as more fully set forth in Exhibit F.

(f) Section 2-92-330 of the Municipal Code of Chicago (Resident and Premises Area Hiring Preferences).

(g) Section 2-92-390 of the Municipal Code of Chicago (Affirmative Action).

(h) Section 2-92-586 (Disability Owned and Operated Firms). Generally encourages Lessee and its contractors to use firms owned or operated by individuals with disabilities.

(i) Section 2-92-320 of the Municipal Code of Chicago (Non Collusion, Bribery of a Public Officer or Employee). Generally, no person or business shall be awarded a contract if such person or business entity has been convicted of, or admitted guilt

for, bribery or attempting to bribe a public officer or employee of the City, State of Illinois, or any agency of the federal government or any state or local government in the United States or has been convicted of, or admitted guilt for, collusion among bidders, in the previously three years.

(j) Chapter 2-56 of the Municipal Code of Chicago (Office of Inspector General). Generally, Lessee and its Associated Parties shall cooperate with the City Inspector General and Legislative Inspector General in investigations.

(k) Chapter 2-154 of the Municipal Code of Chicago (Disclosure of Ownership Interests). Generally, Lessee and any person having equal to or greater than a 7.5% direct or indirect ownership interest in Lessee and any person, business entity or agency contracting with the City shall be required to complete appropriate disclosure documents as required by the City.

(l) Chapter 2-156 of the Municipal Code of Chicago (Governmental Ethics Ordinance). Generally, no payment, gratuity or offer of employment shall be made in connection with any City contract, including this Lease and there are no conflicts of interest.

(m) Section 2-92-380 of the Municipal Code of Chicago (Set-off for fines or fees owed the City).

(n) Sections 2-156-111, 2-156-160, 2-156-080 and 2-164-040 of the Municipal Code of Chicago (Requires financial interest disclosure).

(o) Section 2-92-610 of the Municipal Code of Chicago (Living Wage Ordinance) and Mayoral Executive Order 2014-1 setting the City minimum wage.

(p) Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors).

(q) Section 11-4-1600(e) (Environmental Warranties). Generally, the Lessee warranties and represents that to its knowledge, it, and its Associated Parties, are not in violation with certain Municipal Code provisions regarding dumping and disposal of public waste.

(r) Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors).

(s) Section 2-156-030(b) (Prohibition on Certain Relationships with Elected Officials).

(t) Multi Project Labor Agreement (PLA). The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, 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 this Contract involves a project that is subject to the PLA, Lessee acknowledges familiarity with the requirements of the PLA and its applicability to any work under this Lease, and shall, or cause Lessee's general contractor and Lessee's architect to, comply in all respects with the PLA.

(u) Mayoral Executive Order 2011-4 (Prohibition on Certain Contributions): Lessee or any person or entity who directly or indirectly has an ownership or beneficial interest in Lessee of more than 7.5% (for the purposes of this Section, the "Owners"), spouses and domestic partners of such Owners, Lessee's Sublessee, if any, any person or entity who directly or indirectly has an ownership or beneficial interest in any Sublessee, if any, of more than 7.5% (for the purposes of this Section, the "Sub-owners") and spouses and domestic partners of such Sub-owners (Lessee and all the other preceding classes of persons and entities are together, for the purposes of this Section, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (for the purposes of this Section, the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Lease, including while this Lease or Other Contract is executory, (ii) the Term or any Other Contract between the City and Lessee, and/or (iii) any period in which an extension of this Lease or Other Contract with the City is being sought or negotiated.

Lessee represents and warrants that from the date the City approached the Lessee or the date the Lessee approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Lessee shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Lease, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this Section 14.04(u):

- "Other Contract" means any agreement entered into between the Lessee and the City that (i) is formed under the authority of Municipal Code of Chicago Ch. 2-92; (ii) is for the purchase, sale or lease of real or personal property; or (iii) is for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

- "Contribution" means a "political contribution" as defined in Municipal Code of Chicago Ch. 2-156, as amended.

- "Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code of Chicago Ch. 2-156, as amended.

SECTION 14.05 No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) to conduct any business (other than the rights to use and occupy the System granted under this Lease), and the City reserves the right to grant to others the privileges and right of conducting any or all activities at the Airport.

SECTION 14.06 Subordination of Lease to Agreements. Lessee's use and occupancy of the System shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. Lessee shall reasonably abide by the requirements of agreements entered into between the City and the United States, and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of the City's entry into such agreements.

SECTION 14.07 Airport Security Act. This Lease is expressly subject to 49 U.S.C. § 40101 *et seq.*, 49 U.S.C. § 44901 *et seq.*, and the rules and regulations promulgated thereunder, including, without limitation, 49 C.F.R. 1542 and 49 C.F.R. 1544, the same may be amended from time to time (collectively, the "Airport Security Act"), the provisions of which are hereby incorporated by reference. In the event that Lessee or its employees, agents, contractors, subcontractors, suppliers of materials, or providers of services, in the performance of this Lease, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, Lessee shall be subject to, and further shall conduct with respect to its employees, agents, contractors, subcontractors, suppliers of materials, or providers of services, and the respective employees or contractors of each, such employment investigations, including criminal history record checks, as the City or the FAA may deem necessary or as may be required by any Law. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, Lessee shall promptly report any information in accordance with those regulations promulgated by the DOT and by the City. Lessee shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform under this Lease in compliance with those guidelines developed by the City and the FAA with the objective of maximum security enhancement.

SECTION 14.08 SEC Rule 15c2-12. Lessee, upon the City's request, shall provide to the City such non-confidential information as the City may reasonably request in writing 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 Lessee may, in lieu of providing the requested information, direct the City to a Lessee or Securities and Exchange Commission website where the requested information is then currently available.

Article XV

GENERAL PROVISIONS

SECTION 15.01 Quiet Enjoyment. Lessee, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance by anyone claiming by, through or under the City as such, subject, however, to the exceptions, reservations and conditions of this Lease. The foregoing shall not create any liability on the part of the City for any defects in or encumbrances on the City's title existing as of the date hereof.

SECTION 15.02 Security Cameras and Airport Camera System. Lessee shall comply with any and all security camera and security camera system initiatives, policies, programs, procedures and requirements as issued from time to time by the City to the extent that such security camera requirements are applicable to the System. The City shall institute and enforce such security camera requirements in a non-discriminatory manner so as to treat Lessee no less favorably than other lessees operating at the Airport. For purposes of airport security at the Airport, after the Effective Date, Lessee shall make available to the City, at the City's request and cost, all closed circuit television feeds that monitor the System immediately when such closed circuit television is available to Lessee.

SECTION 15.03 Notices. Except as otherwise provided herein, all notices to the City provided for herein shall be in writing and shall be sent: (a) by personal delivery, nationally-recognized commercial overnight delivery service, (b) by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to the City as set forth below, or to such other address(es) as the City may designate from time to time by notice to Lessee or as required by this Lease, and shall be deemed given upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed; or (c) to the extent expressly permitted elsewhere in this Lease for a specific notice or as mutually agreed by the City and Lessee, by electronic mail with electronic receipt. All notices to Lessee provided for herein shall be in writing and shall be sent: (a) by personal delivery, nationally-recognized commercial overnight delivery service, (b) by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to Lessee as set forth below, or to such other address as Lessee may designate from time to time by notice to the City, and shall be deemed given upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed; or (c) to the extent expressly permitted elsewhere in this Lease for a specific notice or as mutually agreed by the City and Lessee, by electronic mail with electronic receipt:

If to the City:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: Commissioner
Email:

If to Lessee:

ORD Fuel Company
c/o _____, Chairperson
[INSERT ADDRESS]

With a copy to:

Corporation Counsel City of Chicago
30 North LaSalle Street, 9th Floor
Chicago, IL 60602
Attn: Deputy Corporation Counsel for Aviation
Email:

With a copy to:

[OPERATOR]

Attn: _____, General Manager
Email:

And a copy to:

Chicago Department of Aviation
P.O. Box 66142
10510 West Zemke Road
Chicago, IL 60666
Attn: Chief Operating Officer
Email:

And a copy to:

Sherman & Howard
633 17th Street
Suite 3000
Denver, CO
Attn: Maxi C. Lyons
Email: mlyons@shermanhoward.com

SECTION 15.04 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

SECTION 15.05 Estoppel Certificates. The City and Lessee shall, without charge, at any time and from time to time (but no more often than two (2) times per calendar year), within sixty (60) days after request by the other, certify by written instrument, duly executed, acknowledged and delivered to the party making such request, or any other person, firm or corporation specified by such party:

(a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;

(b) whether or not, to the best knowledge of the person executing the certificate on behalf of the City or Lessee, there are then existing any claimed set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of the other party hereto to be performed or complied with, and, if so, specifying the same;

(c) the dates, if any, to which Rent and other charges hereunder have been paid;

(d) the date of expiration of the current Term;

(e) the Rent then payable under this Lease; and

(f) other commercially reasonable statements of a purely factual nature, to the best knowledge of the person executing the certificate on behalf of the City or the Lessee, required by a third party unaffiliated lender or purchaser.

Said certificate shall in no event serve or intend to modify, change or interpret the provisions of this Lease or otherwise impair the rights of or limit the obligations of the City or Lessee hereunder.

SECTION 15.06 No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between the City and Lessee or to make the City an associate in any way of Lessee in the conduct of Lessee's activities, nor shall the City be liable for any debts incurred by Lessee in the conduct of Lessee's activities, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

SECTION 15.07 Accord and Satisfaction. No acceptance by the City of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such installment or pursue any other remedies provided in this Lease.

SECTION 15.08 Integration; Entire Agreement. All prior understandings and agreements between the parties in respect of the subject matter hereof, are merged within this Lease, which alone fully and completely sets forth the understanding of the parties in respect of the subject matter hereof; and this Lease may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by both the City and Lessee.

SECTION 15.09 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, except as otherwise specifically provided herein.

SECTION 15.10 Enforcement of the City's Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Lessee's equitable rights and remedies, the City's liability under this Lease shall be enforceable only out of the City's interest in the Premises, and the rents, issues and profits therefrom; and there shall be no other recourse against, or right to seek a deficiency judgment against, the City except to the extent caused by the City's willful misconduct, nor shall there be any personal liability on the part of any official, officer, employee, agent or representative of the City, with respect to any obligations to be performed hereunder, except in the case of willful and/or wanton misconduct.

SECTION 15.11 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the City may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless the City executes and records an instrument affirmatively electing otherwise.

SECTION 15.12 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

SECTION 15.13 Table of Contents. The Table of Contents contained in this Lease is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

SECTION 15.14 Governing Law. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the State of Illinois. The City and Lessee agree that any court action to be brought by either party in connection with this Lease shall be brought in a court of competent jurisdiction located within the State of Illinois, and each party consents to the jurisdiction of such court and hereby waives any right to remove any such action to any other forum.

SECTION 15.15 Time of the Essence. Time shall be of the essence hereof.

SECTION 15.16 Force Majeure. A delay in or a failure of performance by Lessee in the performance of its obligations under this Lease shall not constitute a default under this Lease to the extent that such delay or failure of performance (i) could not be prevented by Lessee's exercise of reasonable diligence and (ii) results from acts of God, or of the public enemy, acts of the government, terrorism, fires, floods, or other casualties, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, strikes or other labor disturbances in the Chicago area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law and directly and adversely affecting Lessee (a "Force Majeure Event"). The following shall, in no event, be deemed to be Force Majeure Events: Lessee's financial condition; inability to obtain permits and approvals if Lessee is not diligently pursuing the same; or delays due to soil conditions. Lessee agrees to use commercially reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event. Lessee shall provide the City with prompt written notice of any Force Majeure Event excusing its delay or non-performance. Lessee shall keep the City reasonably informed of any development pertaining to such Force Majeure Event.

SECTION 15.17 Lessee's Operator and Subcontractors to Work in Harmony. Lessee agrees for itself and its Associated Parties that they shall be able to work in harmony with all elements of labor employed by the City at other facilities owned or operated by the City.

SECTION 15.18 Lessee Cooperation With Other Development. Lessee agrees not to oppose applications for governmental permits and approvals relating to any proposed development by the City and any other party of any portion of the remaining land owned by the City in the

vicinity of the System, provided that such applications or development will not alter Lessee's rights or limit or interfere with Lessee's permitted uses hereunder.

SECTION 15.19 Definition of the City. In any case under this Lease or the exhibits attached hereto that the City may or shall take any action, perform any review or approval, engage or participate in any process, or otherwise perform any of its obligations or other terms hereunder, such action or performance may be undertaken by, under the supervision of, or at the direction of the Chicago Department of Aviation, the City, or by such other departments, persons, officials, representatives, or contractors as may be specifically authorized by the City from time to time. Without limitation of the foregoing, however, it is understood and agreed that, unless the City notifies Lessee otherwise, the Commissioner shall be authorized to act on behalf of the City.

SECTION 15.20 Confidentiality. The parties recognize that each party may be required to deliver certain proprietary information to the other under the terms of this Lease. Each party, upon receipt from the other party of any document designated as "confidential" or "proprietary" shall use reasonable efforts, subject to compliance with all Laws, to protect the confidentiality of any such document and the information contained therein.

SECTION 15.21 No Construction Against Drafter. No inference in favor of or against any party should be drawn from the fact that such party drafted or participated in the drafting of this Lease or that such provisions have been drafted on behalf of such party.

SECTION 15.22 Exhibits. All exhibits referred to in this Lease and which may, from time to time, be referred to in any duly executed amendment to this Lease are (and with respect to future amendments, shall be) by such reference incorporated into this Lease, and deemed a part of this Lease as fully as if set forth within it.

SECTION 15.23 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document.

SECTION 15.24 Non-Liability for Public Officials. Neither party shall charge any official, employee or agent of the other party personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Lease or because of such party's execution, attempted execution or any breach of this Lease.

SECTION 15.25 Independent Contractor. Lessee is an independent contractor and is not an employee, agent, representative or subcontractor of the City.

SECTION 15.26 Inspections and Audits. Representatives of the City shall have the right to perform, or cause to be performed, upon reasonable notice and at reasonable times, (a) audits of the books and records of Operator relating to the System, and (b) inspections of all places where work is undertaken in connection with this Lease. Lessee shall cause the Operator to keep such books and records available for such purpose for at least three (3) years after the Term, as may be extended pursuant to Section 3.01. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION 15.27 Enforcement. The City's Corporation Counsel or her or his or her designee shall have the right to enforce all legal rights and obligations under this Lease without further authorization. The Lessee covenants that it will or will cause the Operator to provide to the City Attorney all documents and records that the City's Corporation Counsel reasonably deems necessary to assist in determining Lessee's compliance with this Lease, with the exception of those documents made confidential by their terms or by Law.

SECTION 15.28 Survival. The Lessee shall remain obligated to the City under all clauses of this Lease that expressly or by their nature extend beyond and survive the expiration or termination of this Lease, including, but not limited to, the indemnity provisions in Article IX and environmental provisions in Article VI.

SECTION 15.29 Non-Waiver. If either party fails to require the other to perform any term of this Lease, that failure shall not prevent such party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver shall not be deemed a waiver of a later breach of this Lease.

SECTION 15.30 Assignment; Subcontracts. Lessee shall not assign or sublease this Lease at law or otherwise without the City's prior written consent. Lessee shall not delegate any portion of its performance under this Lease without the City's prior written consent.

SECTION 15.31 No Third Party Beneficiary. The terms and provisions of this Lease are intended solely for the benefit of the signatories to this Lease, and it is not the intention of the signatories to confer or create any right or benefit under this Lease that is enforceable by any third party, or provide any third party any remedy, claim, reimbursement, cause of action or other rights, including but not limited to any beneficiary, agency or employment rights against any signatory.

SECTION 15.32 Remedies Cumulative. Except as otherwise provided herein, the rights and remedies contained in this Lease shall not be exclusive, and are cumulative of all rights and remedies now or hereafter existing by statute, at law, or in equity. Neither party may terminate its duties under this Lease except in accordance with its terms.

IN WITNESS WHEREOF, the City has caused this Lease to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Lessee has caused this instrument to be executed on its behalf by its _____.

CITY OF CHICAGO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO IS RECOMMENDED BY THE COMMISSIONER OF THE CHICAGO DEPARTMENT OF AVIATION:

By: _____
Commissioner of the City of Chicago
Department of Aviation

APPROVED AS TO FORM AND LEGALITY

By: _____
Chief Assistant Corporation Counsel

Illinois agent for service of process:

Name:
Address:

ORD Fuel Company, LLC, a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

EXHIBIT A

CHICAGO O'HARE INTERNATIONAL AIRPORT

See attached.

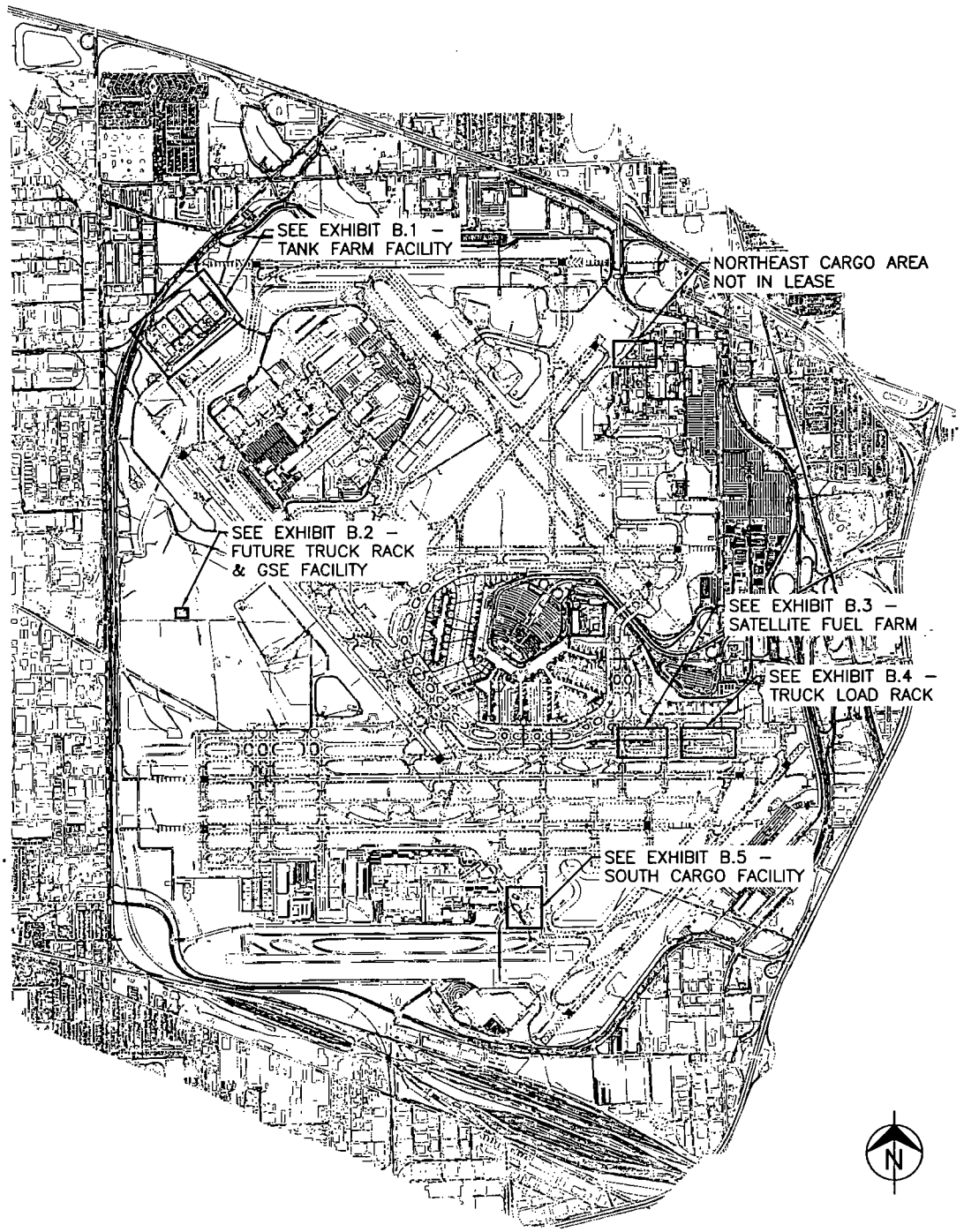


EXHIBIT A – CHICAGO O'HARE INTERNATIONAL AIRPORT

EXHIBIT B

PREMISES DESCRIPTION

See attached.

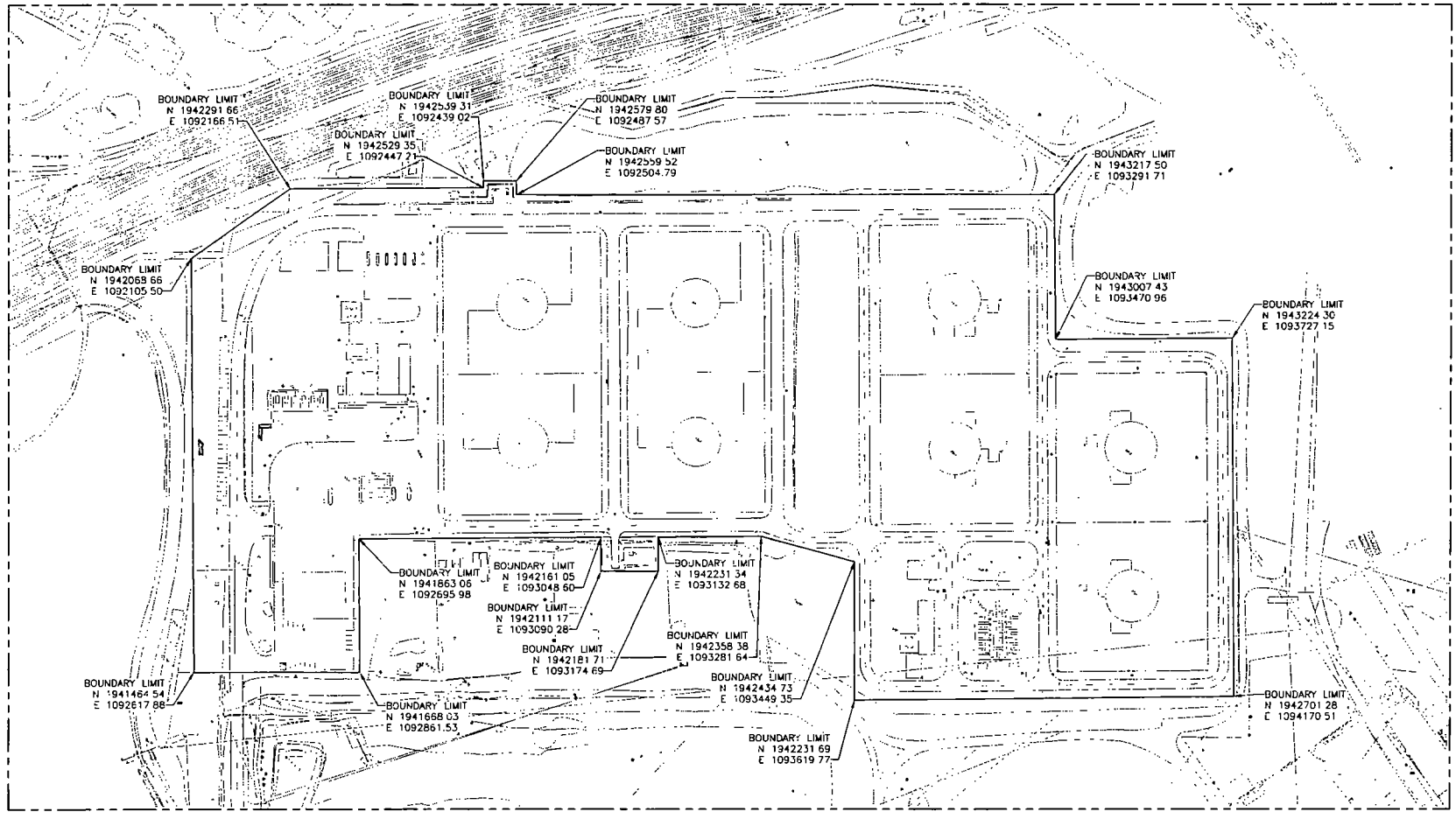


EXHIBIT B.1 - TANK FARM FACILITY AREA - 1,518,985 SQ FT

EXHIBIT B-2

**To be provided to the City pursuant to Section 5.02(d)
upon the completion of the GSE Facility**

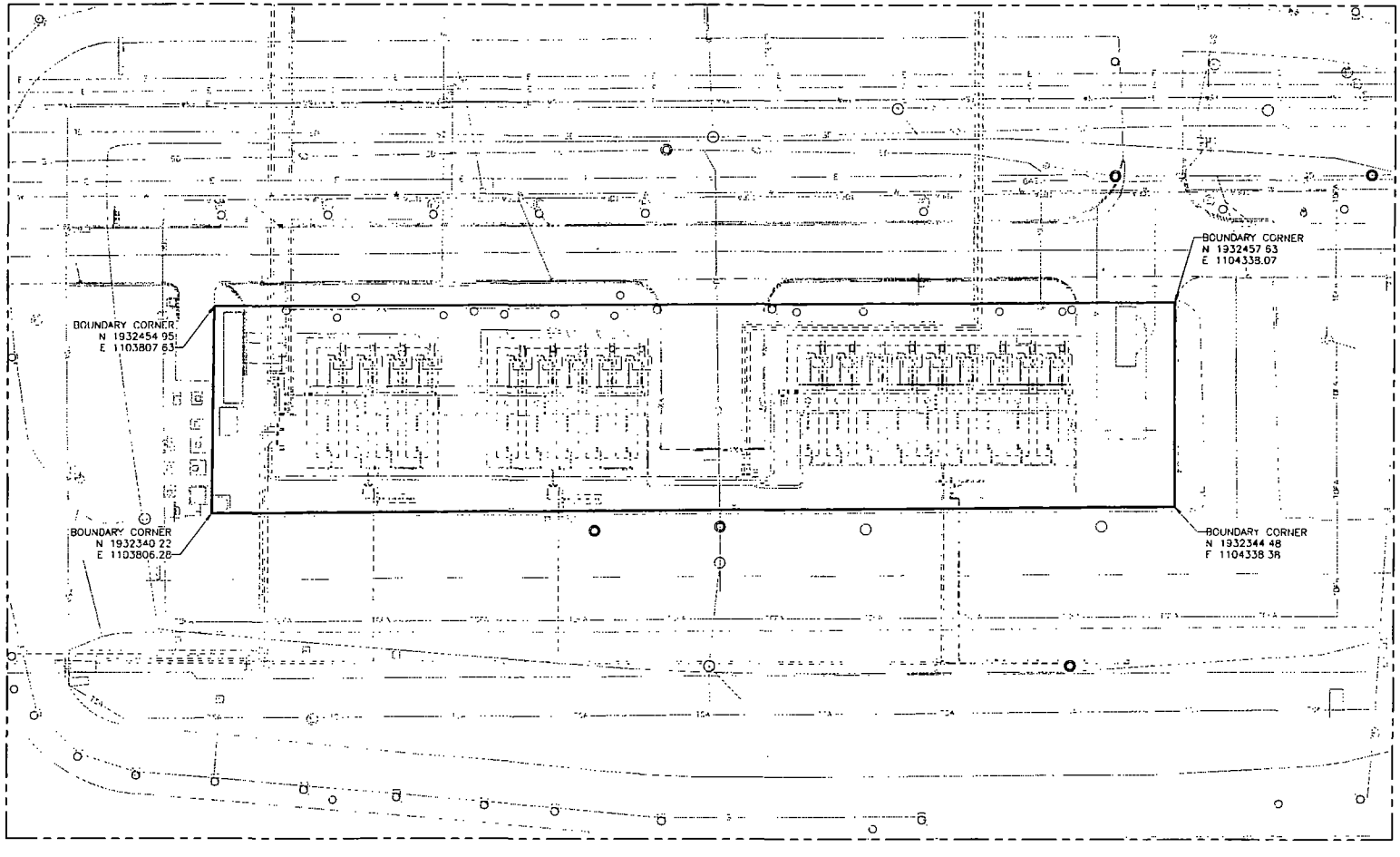


EXHIBIT B.3 - SATELLITE FUEL FARM AREA - 60,484 SQ FT

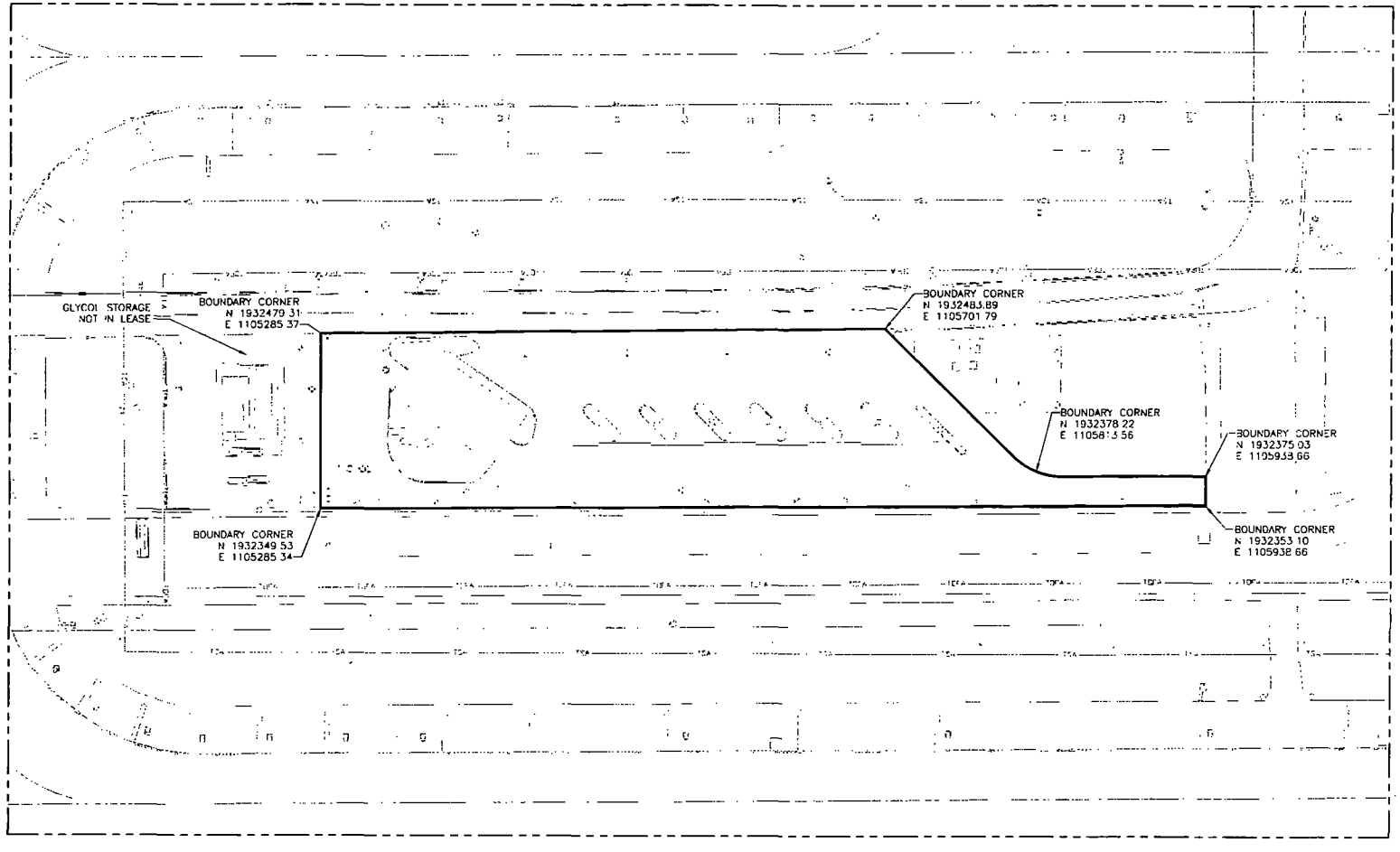


EXHIBIT B.4 - TRUCK LOAD RACK AREA - 65,866 SQ FT

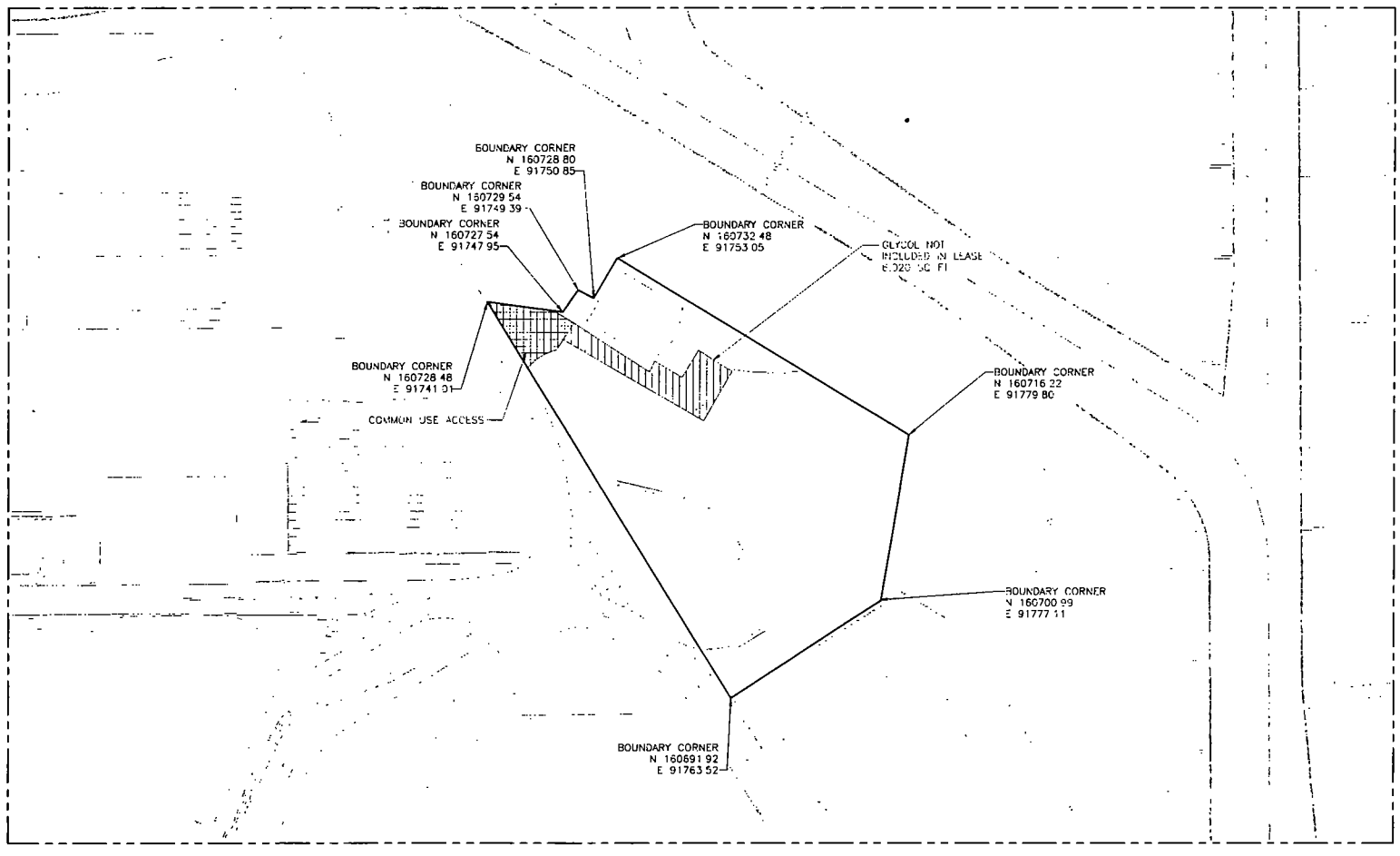


EXHIBIT B.5 - SOUTH CARGO FACILITY AREA - 104,617 SQ FT

EXHIBIT C

SYSTEM

See attached.

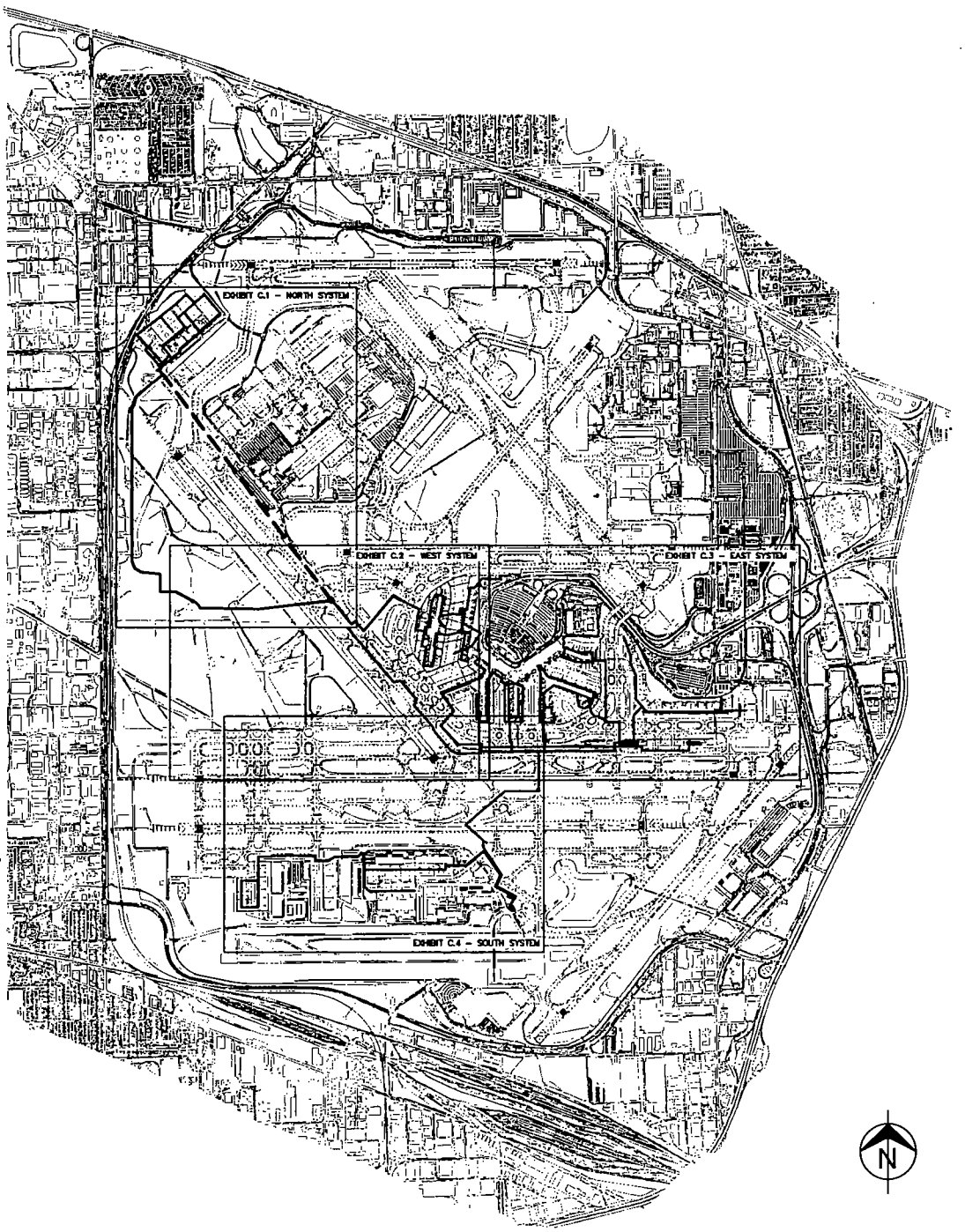


EXHIBIT C – SYSTEM

MATCHLINE. SEE EXHIBIT C.2 – WEST SYSTEM FOR CONTINUATION.

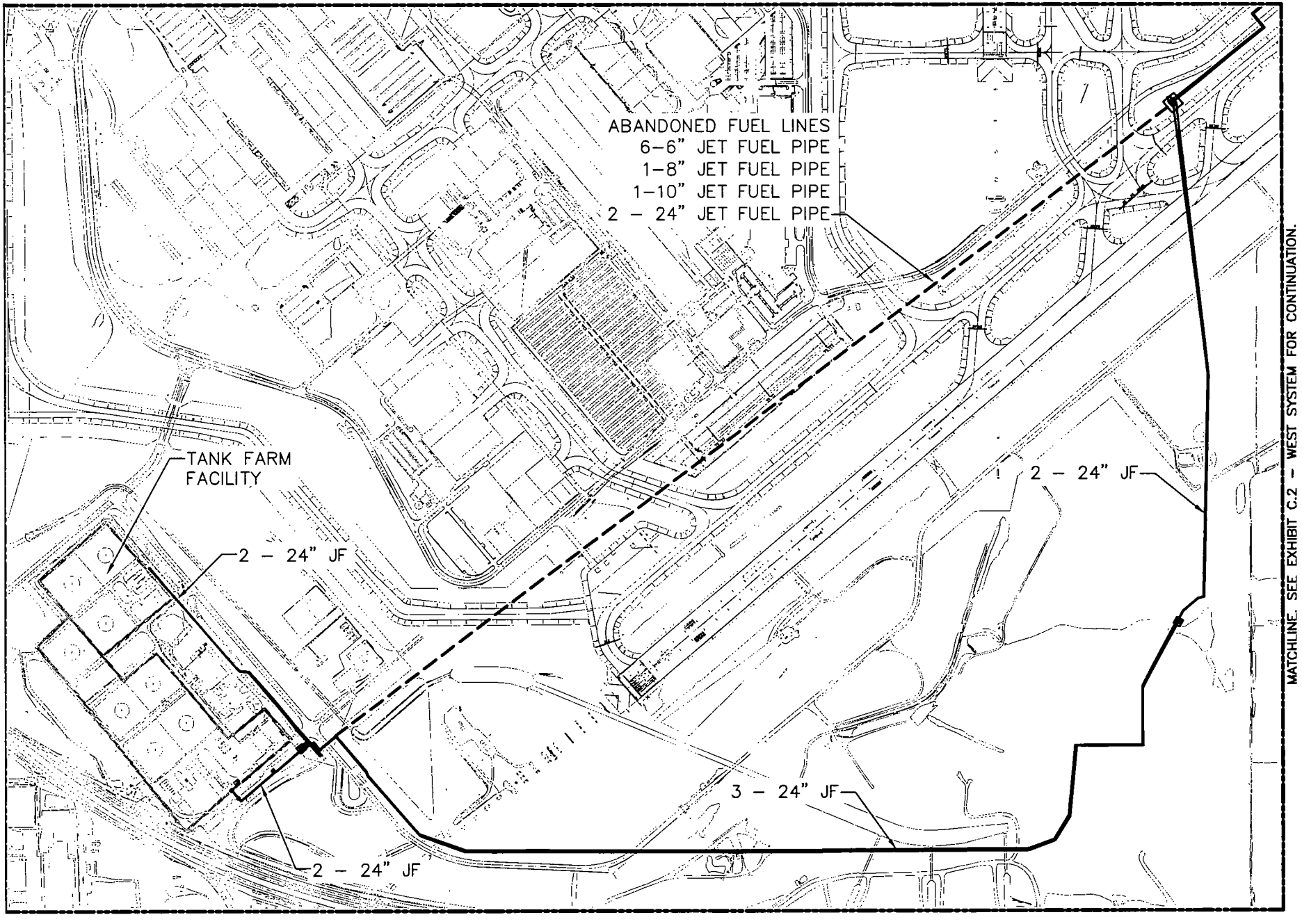


EXHIBIT C.1 – NORTH SYSTEM

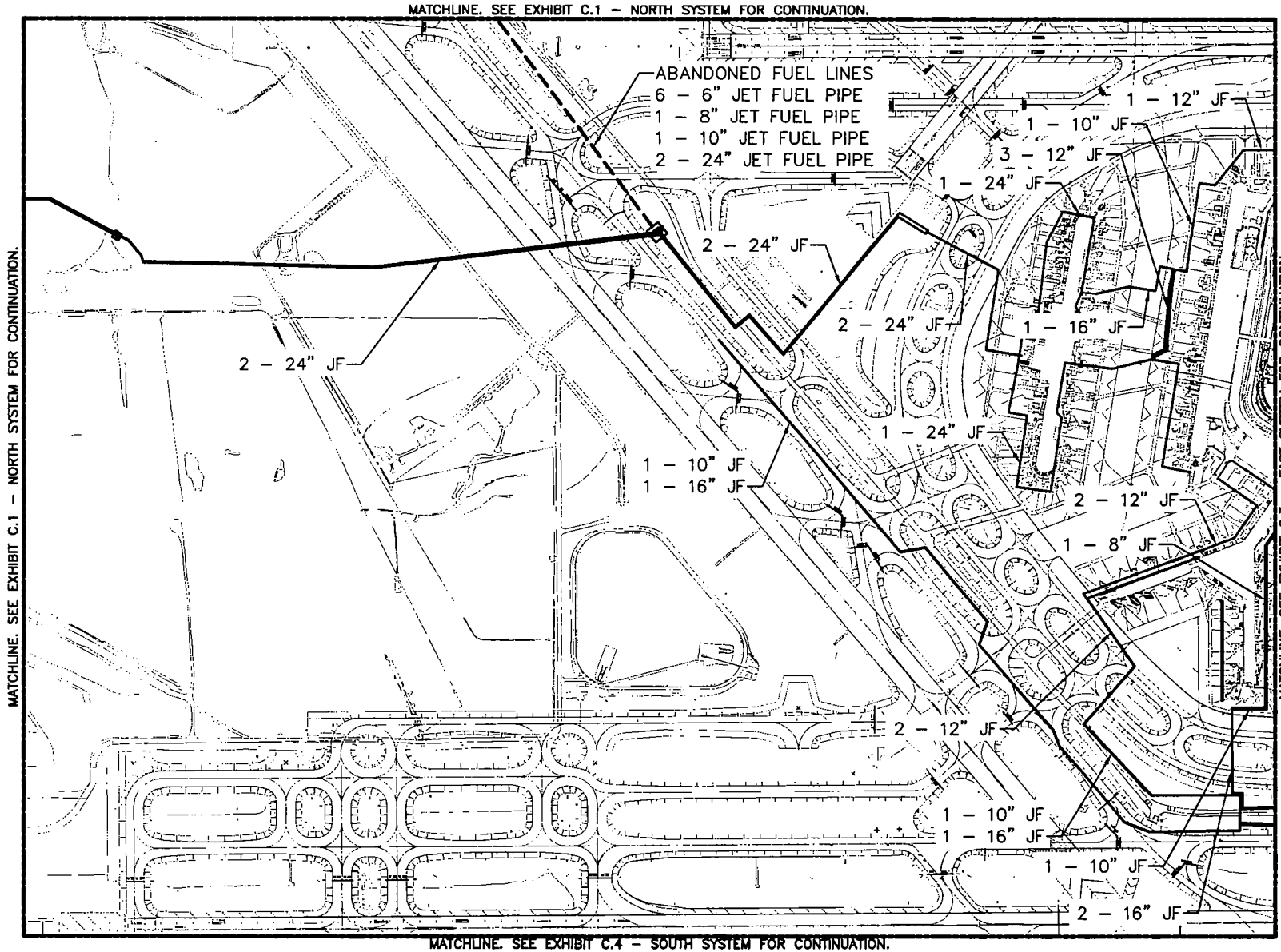


EXHIBIT C.2 – WEST SYSTEM

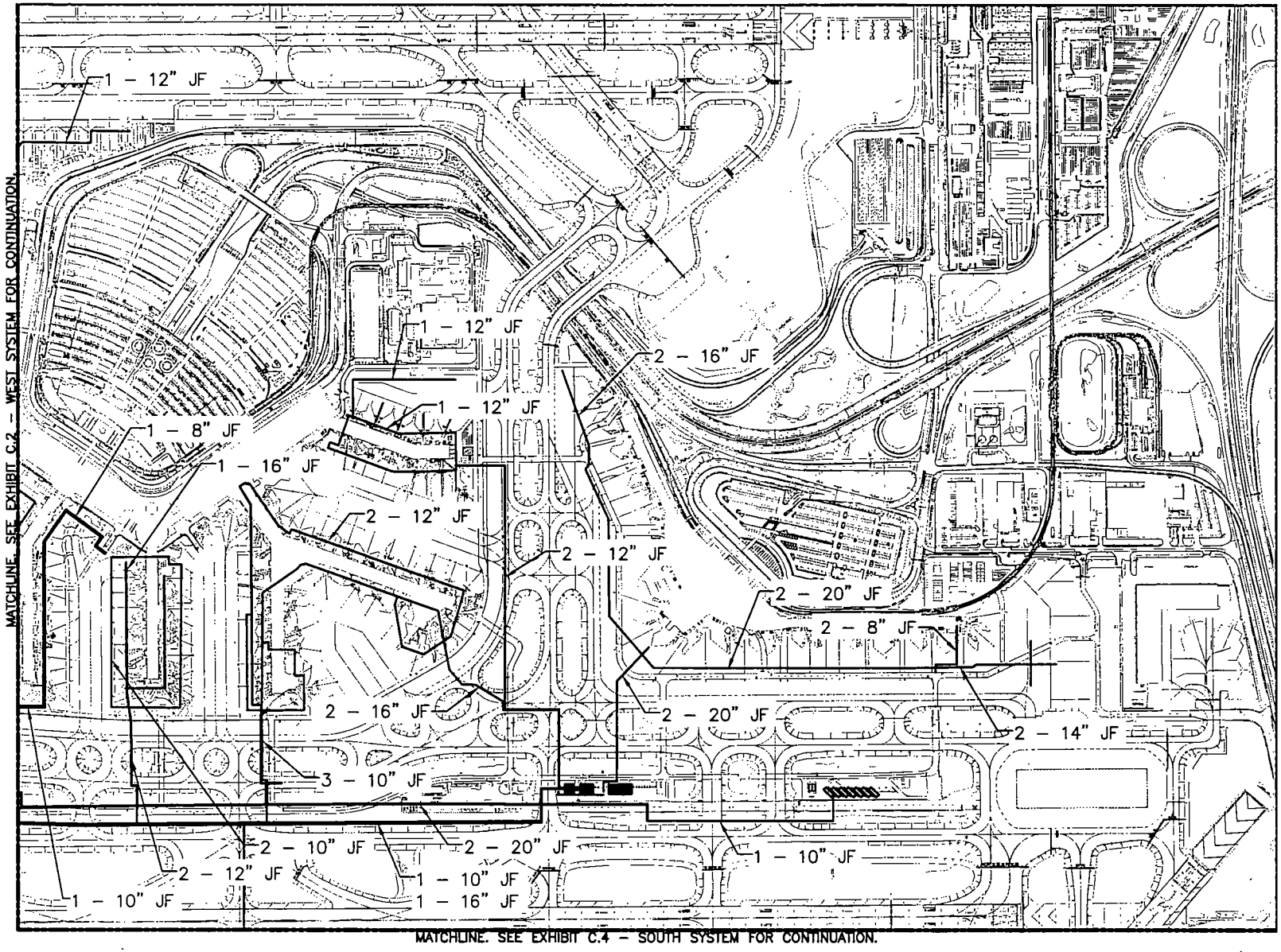


EXHIBIT C.3 – EAST SYSTEM

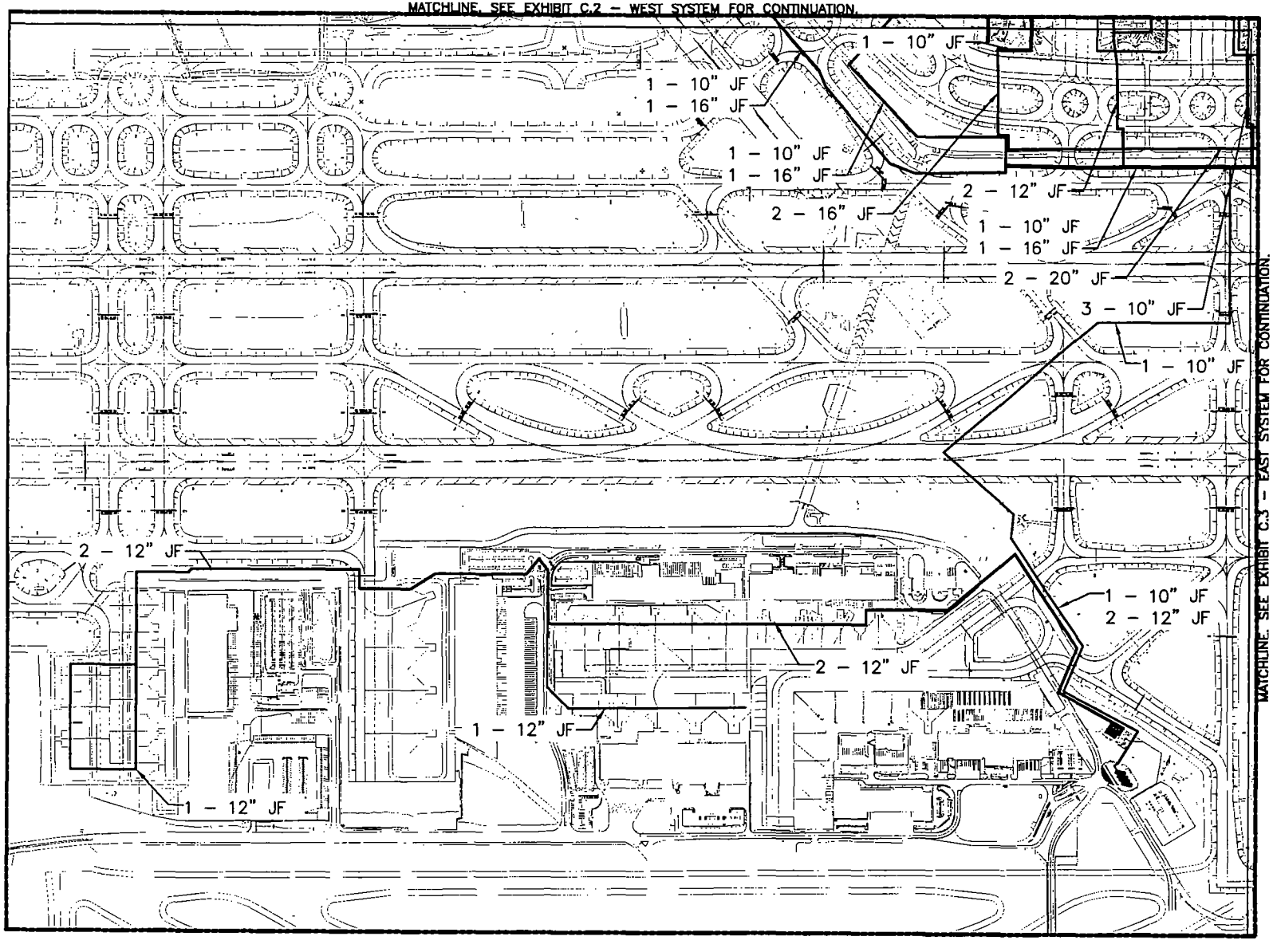


EXHIBIT C.4 – SOUTH SYSTEM

EXHIBIT D

RENT SQUARE FOOTAGE

See attached.

SQUARE FOOTAGE FOR RENT CALCULATION
(AS OF EFFECTIVE DATE)

	AREA (Square Feet)
Tank Farm Facility	1,518,985
Satellite Fuel Farm (Super Satellite)	60,484
Truck Load Rack	65,866
South Cargo Satellite Facility	104,617
	1,749,952

EXHIBIT E

[RESERVED]

EXHIBIT F

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES COMMITMENT

See attached.

Note: Lessee should ensure conformance with current applicable policy and form requirements as such terms and conditions may be subject to change.

SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

I. Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Pursuant to 2-92-535, the prime contractor may be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 5% may be applied to the contract specific goals, or it may be in addition to the contract specific goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

Contract Specific Goals and Bids

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

MBE Contract Specific Goal: 26%
WBE Contract Specific Goal: 6%

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Pursuant to 2-92-535, the prime contractor may be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 5% may be applied to the contract specific goals, or it may be in addition to the contract specific goals.

Contract Specific Goals and Contract Modifications

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
   a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
   b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.

2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or $50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Construction Contract" means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject matter of the Construction Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

"Executive Director" means the executive director of the Office of Compliance or his or her designee.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Mentor-Protégé Agreement means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

3. Each joint venture partner executes the bid to the City; and

4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;

3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

IV. Counting MBE and WBE Participation Towards the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
   1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
   2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

C. If the MBE or WBE performs the work itself:
   1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals

D. If the MBE or WBE is a manufacturer:
   1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

E. If the MBE or WBE is a distributor or supplier:
   1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

F. If the MBE or WBE is a broker:
   1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
   2. As defined above, Brokers provide no commercially useful function.

G. If the MBE or WBE is a member of the joint venture contractor/bidder:
   1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
      i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
   2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

H. If the MBE or WBE subcontracts out any of its work:
   1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
   2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased, or equipment leased by the MBE or

WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).

3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

A. Schedule B: MBE/WBE Affidavit of Joint Venture

1. Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed

MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of a Log of Contacts.

2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

3. Documentation must include but is not necessarily limited to:

   a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;

   b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:

      i. Names, addresses, emails and telephone numbers of firms solicited;
      ii. Date and time of contact;
      iii. Person contacted;
      iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).

   c. Evidence of contact, including:
      i. Project identification and location;
      ii. Classification/commodity of work items for which quotations were sought;
      iii. Date, item, and location for acceptance of subcontractor bids;
      iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
      v. Bids received from all subcontractors.

   d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.

G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.

H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.

I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.

J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

K. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VI. Demonstration of Good Faith Efforts

A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.

B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:

1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.

3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.

5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.

6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.

7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.

8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and

11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
9. Termination of a Mentor Protégé Agreement.

C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.

3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.

B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15^{th}) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20^{th} day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25^{th} of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: http://chicago.mwdbe.com

C. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

A. Without limitation. the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

B. Payments due to the contractor may be withheld until corrective action is taken.

C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

Attachment A –Assist Agency List

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO ASSIST AGENCY LIST

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

51st Street Business Association 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: alexisbivensltd@yahoo.com 51stStreetWeekly.com	**Asian American Business Expo** 207 E. Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org
Asian American Institute 4753 N. Broadway St. Suite 502 Chicago, IL 60640 Phone: 773-271-0899 Fax: 773-271-1982 Email: kfernicola@aaichicago.org Web: www.aaichicago.org	**Association of Asian Construction Enterprises** 4100 S. Emerald Chicago, IL 60609 Phone: 847-525-9693 Email: nakmancorp@aol.com
Black Contractors United 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-275-4622 Fax: 708-389-5735 Email: bcunewera@att.net Email: mckinnie@blackcontractorsunited.com Web: www.blackcontractorsunited.com	**Chatham Business Association Small Business Development, Inc.** 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-994-9871 Email: melindakelly@cbaworks.org Web: www.cbaworks.org
Chicago Area Gay & Lesbian Chamber of Commerce 3179 N. Clark St. Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: info@glchamber.org Web: www.glchamber.org	**Chicago Minority Supplier Development Council, Inc.** 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-8880 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org
Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-285-5800 Fax: 773-285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org	**Chicago Women in Trades (CWIT)** 2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org
Cosmopolitan Chamber of Commerce 30 E. Adams Suite 1050 Chicago, IL 60603 Phone: 312-499-0611 Fax: 312-701-0095 Email: info@cosmochamber.com Web: www cosmochamber.org	**Contractor Advisors Business Development** 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: sfstantley@contractoradvisors.us Web: www.contractoradvisors.us
Eighteenth Street Development Corporation 1843 S. Carpenter Chicago, IL. 60608 Phone: 312-733-2287 aesparza@eighteenthstreet.org www.eighteenthstreet.org	**Federation of Women Contractors** 5650 S. Archer Avenue Chicago, IL 60638 Phone: 312-360-1122 Fax: 312-360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com

Greater Englewood Community Development Corp. 6957 S. Halsted Chicago, IL 60621 Phone: 773-891-1310 Email: gfulton@greaterenglewoodcdc.org www.greaterenglewoodcdc.org	**Greater Pilsen Economic Development Assoc.** 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: contact@greaterpilsen.org Web: www.greaterpilsen.org
Hispanic American Construction Industry Association (HACIA) 650 W. Lake St. Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: info@haciaworks.org Web: www.haciaworks.org	**Illinois Black Chamber of Commerce** 331 Fulton Street Suite 530 Chicago, Illinois 60602 Phone: 309-740-4430 Email: LarryIvory@IllinoisBlackChamber.org www.illinoisblackchamberofcommerce.org
Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: 312-425-9500 Fax: 312-425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net	**Latin American Chamber of Commerce** 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email:d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com
National Association of Women Business Owners 3332 W. Foster #121 Chicago, IL 60625 Phone: 312-224-2605 Fax: 847-679-6291 Email: info@nawbochicago.org Web: www.nawbochicago.org	**National Organization of Minority Engineers** 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-425-9560 Fax: 312-425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org
Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: 773-373-3366 Fax: 773-373-3571 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org	**South Shore Chamber, Incorporated** Black United Funds Bldg. 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org
The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Fax: 708-449-1976 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org	**The Resurrection Project** 1818 S. Paulina Street Chicago, IL 60608 Phone: 312-666-1323 Email: asoto@resurrectionproject.org Web: www.resurrectionproject.org
US Minority Contractors Association, Inc. 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-852-5010 Fax: 847-382-1787 Email: larry.bullock@usminoritycontractors.org Web: USMinorityContractors.org	**Women's Business Development Center** 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org
Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Fax: 708-366-5418 Email: mkm@mkmservices.com Web: www.wcoeusa.org	

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. ***In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.***

I. Name of joint venture: _____
Address: _____
Telephone number of joint venture: _____

II. Email address: _____
Name of non-MBE/WBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Name of MBE/WBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____
_____
_____
_____
_____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
   a. Dollar amounts of initial contribution: _____
   b. Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

_____
_____
_____
_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:_____

_____
_____
_____

5. Costs of bonding (if required for the performance of the contract):

_____

6. Costs of insurance (if required for the performance of the contract):

_____

C. Provide copies of all written agreements between venturers concerning this project.

D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

_____
_____
_____

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

A. Joint venture check signing:

_____
_____
_____

B. Authority to enter contracts on behalf of the joint venture:

_____
_____
_____

C. Signing, co-signing and/or collateralizing loans:

_____
_____
_____

D. Acquisition of lines of credit:

_____
_____
_____

E. Acquisition and indemnification of payment and performance bonds:

_____
_____
_____

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

X. If <u>any</u> personnel proposed for this project will be employees of the joint venture:

A. Are <u>any</u> proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE venturer (number) ___Employed by MBE/WBE venturer_

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this _day of_____, 20 ____ , the above-signed officers

_____,

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Signature of Notary Public

My Commission Expires: _____(Seal)

SCHEDULE C

MBE/WBE Letter of Intent to
Perform as a Subcontractor to the Prime Contractor

FOR CONSTRUCTION PROJECTS ONLY

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name:_____ Specification:No.:_____

From:_____
(Name of MBE/WBE Firm)

To:_____and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

_____

_____

_____

_____

The above described performance is offered for the following price and described terms of payment:

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: $_____
Total @ 100%: $_____
Total @ 60% (if the undersigned is performing work as a regular dealer): $_____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

_____
(If not the undersigned, signature of person who filled out this Schedule C) (Date)

_____
(Name/Title-Please Print) (Company Name-Please Print)

_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____
(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

Partial Pay Items
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: $_____
Total @ 100%: $_____
Total @ 60% (if the undersigned is performing work as a regular dealer): $_____

SUB-SUBCONTRACTING LEVELS
A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor. ( ) Yes ( ) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

_____
(If not the undersigned, signature of person who filled out this Schedule C) (Date)

_____
(Name/Title-Please Print) (Company Name-Please Print)

_____
(Email & Phone Number)

_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____
(Name/Title-Please Print)

_____
(Email & Phone Number)

SCHEDULE C

MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

FOR CONSTRUCTION PROJECTS ONLY

Project Name:_____ Specification No.:_____

From:_____
(Name of MBE/WBE Firm)

To:_____
(Name of 1st Tier Contractor)

To:_____and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary:

_____
_____
_____

The above described performance is offered for the following price and described terms of payment:

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: $_____

Total @ 100%: $_____

Total @ 60%: $_____

Partial Pay Items

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: $_____

Total @ 100%: $_____

Total @ 60%: $_____

Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Sub to the Prime Contractor

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____

(Name/Title-Please Print)

_____

(Email & Phone Number)

DPS Version 04/25/2017

SCHEDULE C (Construction)

MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer".
The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total

Line 1: Sub Total: $_____

Line 2: Total @ 100%: $_____

Line 3: Total @ 60%: $_____

Partial Pay Items.
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total

Line 1: Sub Total: $_____

Line 2: Total @ 100%: $_____

Line 3: Total @ 60%: $_____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.
The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.
The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____ _____
Signature of Owner, President or Authorized Agent of MBE or WBE Date

_____
Name /Title (Print)

_____ _____
Phone Number Email Address

FOR CONSTRUCTION PROJECTS ONLY

SCHEDULE D

Compliance Plan Regarding MBE & WBE Utiliza...

Affidavit of Prime Contractor

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name:_____

Specification No.:_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____and a duly authorized representative of
(Title of Affiant)

_____.
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

Name of MBE	Type of Work to be Performed in accordance with Schedule Cs	Total MBE Participation in dollars	MBE Participation in percentage	Mentor Protégé Program Credit Claimed	Total MBE Participation in percentage
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%

Name of WBE	Type of Work to be Performed in accordance with Schedule Cs	Total WBE Participation in dollars	WBE Participation in percentage	Mentor Protégé Program Credit Claimed	Total WBE Participation in percentage
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%
		$	%	%	%

☐ Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation $_____

Total MBE Participation % (including any Mentor Protégé Program credit)_____

Total WBE Participation $_____

Total WBE Participation % (including any Mentor Protégé Program credit)_____

Total Bid $_____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

_____

(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____
(Name of Prime Contractor – Print or Type)

State of:_____

_____
(Signature)

County of:_____

_____
(Name/Title of Affiant – Print or Type)

_____
(Date)

On this_____day of_____, 20_____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

_____
(Notary Public Signature)

SEAL:

Commission Expires:_____

SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.

Duplicate sheets as needed.

Project Name:______________________________

Specification #:______________________________

I,________________________on behalf of____
(Name of reporter) (Prime contractor)
have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name ______________________________
Business Address ______________________________
Contact Person ______________________________
Date of contact______________________________
Method of contact ______________________________
Response to solicitation______________________________
Type of Work Solicited______________________________
Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____

(Name of Prime Contractor - Print or Type)

_____

(Signature)

_____

(Name/Title of Affiant) - Print or Type)

_____

(Date)

On this _____ day of _____, 20_____,

the above signed officer, _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

_____
Notary Public Signature

(Seal)

Commission Expires:_____

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

Project Name:_____
Specification #_____

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

The following is documentation and explanation of the bidder's Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I,_____on behalf of_____
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE and/or WBE contract specific goals of this project.

Good Faith Efforts Checklist from Schedule D
Attach additional sheets as needed.

___ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs and WBEs.

___ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBES and WBEs.

___ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.
Attach copies of advertisements.

___ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.
Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.

___ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.
Describe selection of scopes of work solicited from MBEs and WBEs and efforts to break out work items.

_____
_____
_____
_____
_____

___ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

Describe assistance efforts.

___ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Describe assistance efforts.

___ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A.

Describe efforts to use agencies listed on Attachment A.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor:_____
(Print or Type)

Signature:_____
(Signature of Affiant)

Name of Affiant:_____
(Print or Type)

Date:_____
(Print or Type)

State of _____
County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____(name/s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.:_____
Department Project No.: _____

Date: _____
Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Comp any - Print or Type)

_____ (_____)_____
(Address of Company) (Phone)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

TOTAL AMOUNT PAID TO MBEs TO DATE: $_____

TOTAL AMOUNT PAID TO WBEs TO DATE: $_____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____(name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

_____
Signature of Notary Public

(Seal)

AFFIDAVIT OF UNCOMPLETED WORK

(Complete this form by either typing or using black ink.)

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

		1	2	3	4	5	Awards Pending
OTHERS (LIST)							
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROOFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRICAL							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL AND PLASTER WORK							
CEILING CONST.							
HOLLOW METAL AND HARDWARE							
GLAZING AND CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST)							
TOTALS							

REMARKS. _____

PART III. WORK SUBCONTRACTED TO OTHERS. List below the work, according to each contract on the preceding page, which you have subcontracted to others. DO NOT include work to be performed by another prime contractor in a joint venture. No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

I, being duly sworn do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me
this ______ day of__________________20___.

Signed ______________________________
Company ______________________________
Address ______________________________

My commission expires ______________________________

EXHIBIT G

DESIGN, RENOVATION AND CONSTRUCTION TENANT PROJECTS STANDARD OPERATING PROCEDURE

See attached.

Note: Lessee should ensure conformance with current applicable policy and form requirements as such terms and conditions may be subject to change.

CHICAGO O'HARE INTERNATIONAL AIRPORT
and
CHICAGO MIDWAY INTERNATIONAL AIRPORT

DESIGN, RENOVATION, AND CONSTRUCTION

Tenant Projects

STANDARD OPERATING PROCEDURE ("SOP")

July, 2014

The City of Chicago, acting through its Chicago Department of Aviation ("CDA"), is responsible for the management of the Airports, and accordingly CDA reserves the right to review and approve the construction and/or modification of any structure on Airport property. The CDA, through its Design and Construction Division, reviews, oversees, and approves design and work for all new construction, renovation, and remodeling projects at the Airports. The procedures, submission requirements and deadlines set forth in this standard operating procedure ("SOP") are mandatory and may be waived only upon approval of the CDA Commissioner or designated representative in unique circumstances. The CDA reserves the right to modify the following procedural requirements based on the scope of each project and items discovered throughout the design and construction process.

The Tenant's design team shall provide evidence of professional services throughout the design, documentation, and field review stages of the work. Design, drawings, documents, materials, and as-builts shall be prepared, signed, and sealed by a licensed design professional, and a Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) to the extent dictated in the tenant's lease.

All Tenants, defined as any entity with a legal right to occupy Airport property including airlines, concessionaires, government agencies or other entities operating on Airport property, who desire to perform construction or renovation on Airport property shall use the following procedure.

DESIGN

Step 1: Project Initiation Letter

The Tenant must submit to the CDA Coordinating Architect, Design and Construction, a Project Initiation Letter on Tenant letterhead that includes:

- Tenant Point of Contact (POC) name, phone number and e-mail address
- Tenant's Architectural/Engineering firm's (if applicable) POC name and phone number
- Narrative of the Intended Project Scope
- Photos of the Current Conditions of the Project Location (showing adjacencies)
- Proposed Location Key Plan (if project is within the terminal facilities, show column lines, tenant lease line, and adjacencies within 3 to 5 bays, in addition to clearly identifying impacts to others)
- List of all items that need to be relocated by others (CDA or adjacent tenant) in order for the project to be built (advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.)
- Conceptual Drawings defining the basic parameters of the project
- Estimated Construction Cost
- Preliminary Project Schedule including the appropriate time frame for CDA's review and response per the Design section in this SOP
- Indication if this is going to be a self-certified project
- Indication if this is the first time the designer has performed work at either ORD or MDW

Please address all design submittals as identified below, and copy as indicated on all emails. For concession projects only, please also copy the CDA Deputy Commissioner of Concessions and the CDA Retail Management Company.

Roger Reeves
Coordinating Architect, Design and Construction
Chicago Department of Aviation
Chicago O'Hare International Airport
Aviation Administration Building
10510 West Zemke Road
Chicago, IL 60666
(773) 686-6626
roger.reeves@cityofchicago.org
cc: tfitzgerald@careplusllc.org

Within ten working days of receiving the Project Initiation Letter, the CDA will send a "Response to Project Initiation Letter" to the Tenant with comments and direction regarding the design submittals, including your assigned Project Number which must be included on all future project correspondence and submittals including on all permits. The letter will also identify the CDA Point of Contact for the design phase of the project who will either be a CDA employee or a designated representative. All Tenant questions, concerns, or requests for information or project coordination should be directed to the CDA Point of Contact.

During the project initiation step, the tenant and designer should proactively consider potential sustainable design elements for further consideration and detail in preparation of sustainable design requirements as outlined in Step 2.

Requests for Drawings:
Tenants requesting drawings from the CDA for use in their design shall use the link below for the "Document Request Form" and submit it to the CDA Point of Contact for required approvals. Drawings will not be available until the form is signed by CDA. Tenant will be notified by the CDA Point of Contact when the drawings are available.

CDA Document Request Form

Step 2: Design Submittals and CDA Review
The Tenant will submit to the CDA Coordinating Architect, Design and Construction, the 30%, 60%, 90%, and 100% design levels, or other completion level combinations based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement, which will be addressed in CDA's "Response to Project Initiation Letter". Tenant may be requested to conduct a 30% design level presentation to the CDA. This request will also be addressed in the CDA's "Response to Project Initiation Letter".

The Design Documents must illustrate and describe the refinement of the design of the Project and define the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical sectional details, diagrams, and equipment layouts. The Design Documents must include specifications that identify major materials and systems, and establish, in general, their quality levels. Design Documents must also include all calculations, studies,

technical evaluations and other tasks as required to provide complete Design Documents. Consultant must ensure that all projects are in compliance with all local, state and federal requirements and codes.

All concession tenant projects are required to include an updated project schedule and cost estimate with each design submittal. All other tenant projects shall be required to provide schedule and cost information at the CDA's request.

Projects requiring building permits will require reviews with the Department of Buildings. Complex projects may require multiple reviews at various stages during the design process. These reviews are mandatory for more complex projects to familiarize the Department of Buildings with the project and to provide the project manager with productive input during the design process, thus avoiding issues later in the Design, Renovation & Construction Procedures permit review process. The Tenants must coordinate the schedule for these meetings early on in the design process.

All CDA design reviews require a minimum ten (10) working day review period plus an additional five (5) working days for consolidation of comments and responding back to the Tenant. The tenant will receive either a "reviewed as noted" or a "revise and resubmit" in the "Review and Conditions Letter". The letter will include the "Submittal Review Comments Form" spreadsheet containing all design review comments.

The Tenant is required to include responses to all review comments listed in the "Submittal Review Comments Form" spreadsheet, as well as any issues identified in the "Review and Conditions Letter", by CDA and any other reviewing agencies/departments. The spreadsheet column titled "Tenant Response" must be completed and accompany the next designated design submittal. The Tenant must also incorporate all review comments into the next designated design submittal. Failure to do so will affect the design review process.

Adjacencies:
Designs requiring any work in spaces outside the tenant's lease line needs to be clearly identified on all drawings, communicated to the CDA Point of Contact and, if applicable, coordinated with the tenant of the impacted space during the design phase of the project. Designs must also specify any items that need to be relocated by others such as advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.

Construction Components:
The components of construction including dumpster locations, phasing, haul routes of material to site and through terminal facility, required shutdowns of systems, and laydown/material storage areas should be coordinated to the best of the tenant's and designer's ability during the design phase. Due diligence should be taken to determine the exact locations of all system tie-ins, and to provide a design that requires minimal system shut downs in order to avoid the project being assessed multiple shut down fees. Work hours for the project must be included in the notes of the design submittal including work components planned for daytime versus work components planned for nighttime.

Barricades

Projects requiring barricades that are within the view of passengers in the terminal facility must adhere to the CDA Temporary Barricade Standard for each airport. Please select the link below for the current version of CDA's Barricade Standard for ORD and MDW. Barricade details (height, material, color, location) must be included on the demolition drawing of the design submittal for review and approval by the CDA. Any requested deviations to the standard must be highlighted in the design submittal and must be approved by the CDA. All barricade graphics must also be included in the design submittal for review and approval by CDA.

ORD Barricade Detail
MDW Barricade Detail

Projects requiring barricades outside the view of passengers are not required to adhere to the CDA standard but must still include the proposed barricade design on the demolition drawing of the design submittal for review and approval by the CDA during the design review process. Any deviations to the CDA standard must be highlighted to assist in the review process.

Sustainable Airport manual (SAM):

Included with each design submittal, the Tenant must also submit a Sustainable Airport Manual (SAM) Checklist. The relevant SAM chapter is Concessions & Tenants – Design & Construction which can be found along with all its supporting documentation at www.airportsgoinggreen.org/SAM.

Tenant and CDA Signage:

If the project includes new storefront and/or blade signage, the final design submittal must include side view renderings or photos, the sign location, the exact dimensions, and an elevation for review by CDA to ensure the signage meets the terminal specific requirements. Please note that if a sign permit is required, it can only be obtained by a licensed sign contractor. All storefront and blade signs, with and without electrical components, require a sign permit.

The Tenant must inform the CDA Point of Contact if the project requires CDA signage be removed, modified, or supplemented. A walk through with CDA will be scheduled to ensure CDA has adequate time to schedule the required signage work to occur during the construction phase. Please note that any CDA signage needing to be removed or relocated within the project area must be performed by CDA. If CDA signage is located within the project area, the Tenant must include in the construction documents that the contractor will adequately protect all CDA signage to ensure it is not damaged during construction.

FAA 7460:

A Federal Aviation Administration (FAA) Form 7460 (Notice of Proposed Construction or Alteration) may be required for certain projects that are expecting to use cranes or any other equipment that could impact the Airport Operations Area (AOA) due to its height. This should be confirmed with the FAA, and it is the responsibility of the Tenant to prepare and submit the Form 7460, if required, to the FAA. In addition to the Form 7460, the local FAA office also requires an FAA checklist and detailed site plan. For further information on this process, please contact the CDA Planning Office at (773) 894-6907 or (773) 686-3732. Select the link below to learn more

about the 7460 process, to complete the form, and for the FAA's contact information. Please note, this process takes approximately 45 days to complete.

FAA 7460 Form

Impacts to CDA Security:
The Tenants must notify the CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area/airside, access control door, camera, alarm, or supporting hardware. If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than 60 days require a TSA Change Condition, and conditions lasting 60 days or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to 45 days. Information on scope will be required by the Tenant to assist CDA Security with the process.

Step 3: Construction Document Approval.
Upon review of the 100% design submittal and a determination that the documents are complete to the 100% level, the CDA Coordinating Architect, Design and Construction, will issue a "Construction Document Approval" to the Tenant, including any outstanding issues that need to be incorporated into the documents and/or addressed. For those projects requiring a building permit, a letter will also be included addressed to the City of Chicago, Department of Buildings indicating the documents have been reviewed and are acceptable for beginning the permit application process.

After receiving the CDA's "Construction Document Approval" letter and completing all necessary construction document modifications required from the 100% design review, the Tenant may then apply for the required permits from the City of Chicago, and any other applicable state and federal authorities. The Tenant must coordinate the method, process and schedule for the permit application submittals. It is the Tenant's sole responsibility to follow-up on the permit issuance process.

The Chicago Department of Buildings is the department which conducts building inspections and processes and issues building permits. A list of work requiring a permit is located on the Department of Buildings website. Please note that if a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Chicago Department of Buildings permit applications and submittals are fully electronic via the City's online system "E-Plan" available at the following website: http://www.cityofchicago.org/buildings.

For work being performed at the terminal, the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4) if applicable, the project name, and CDA project number.

CONSTRUCTION

Step 4: Preconstruction Meeting

Following completion of Steps 1-3, the construction phase of the process begins. The Tenant shall request a Preconstruction Meeting through the CDA as directed in the "Construction Document Approval" letter. Requests shall be submitted to the CDA in a single email with all required documentation, as listed below, attached:

- All required City, State and Federal Permits
- FAA approved 7460 Forms, if required
- 100% design submittal response to comments
    - CDA 100% Document Review Comments spreadsheet with completed responses by Tenant's architect/engineer
    - Transmittal letter or email to the CDA Coordinating Architect, Design and Construction, documenting that the comments have been sent
- Certificate of Insurance documenting that all appropriate insurance has been obtained. All City contractors and subcontractors must a copy of the Certificate of Insurance indicating the City of Chicago and its representatives as additional insured. Insured amounts should match requirements dictated in the tenant's lease documents.
- Contractor's Safety Representative documentation per the CDA Construction Safety Manual
    - Incident Notification Plan
    - Site Specific Safety Plan or Job Hazard Analysis
    - Dedicated On-Site Safety Professional
        - 3 year resume showing minimum of 3 year verifiable construction projects safety experience
        - 30 hour Occupational Safety and Health Administration (OSHA) card
        - Current Automated External Defibrillator (AED) / Cardiopulmonary Resuscitation (CPR) certification
- Construction schedule that includes: All phases from Permit Application through Construction Completion and Punchlist Walkthrough, including expected Department of Buildings inspections
- List of contractors/subcontractors with 24 hour phone numbers
- Compliance plan including Minority Business Enterprise (MBE)/Women-owned Business Enterprise (WBE) and City of Chicago residency requirements to the extent dictated in the tenant's lease
- Barricade Plan and elevation showing signage/graphics with dimensions
- Staging, dumpster location, and haul route
- Copy of ComEd electrical meter application if project requires a new electrical meter

The CDA will arrange a pre-construction meeting and notify the Tenant of the meeting time and location. Every project must have a construction manager assigned by the Tenant who attends the preconstruction meeting. The Tenant and construction team shall answer any outstanding questions and exchange documentation. The Tenant shall submit one (1) hardcopy of all submittals listed above in addition to one (1) full size hardcopy set of stamped approved building plans and one (1) PDF of stamped approved building plans. The Tenant must also state in the preconstruction meeting if this is the first project for the contractor or any subcontractors at ORD or MDW.

The Tenant must present the barricade graphic as approved by CDA during the design phase. If the size of the graphic precludes the Tenant from bringing it to the preconstruction meeting, the Tenant must provide proof that the graphic has been produced and is ready for installation. The barricade graphic must be installed within 24 hours of erecting the barricade.

During the pre-construction meeting, the CDA will assign a Point of Contact for the construction phase of the project who will either be a CDA employee or a designated representative. The CDA Point of Contact will act as the project tenant coordinator. All Tenant questions, coordination requests, changes in schedule, or adjacency/infrastructure impacts should be directed to the CDA Point of Contact.

No construction may begin until all required documentation has been submitted and reviewed by the CDA, and all required coordination is complete.

Processes for all required Airport ID Badges and permits must be completed for every employee and vehicle involved in the Project before work begins and should be substantially completed by the time of this meeting. All Tenant badging requests must be handled by CARE Plus (Chicago Airports Resources Enterprise Plus) as specified in the Security ID Badging section included in this document.

Step 5: Notice to Airport Users
For all tenant projects, the Tenant is required to submit a Notice to Airport User Form. The Tenant shall register or login to the online Notice to Airport Users Form at https://eforms.cityofchicago.org/uforms and create a project start up form indicating scope, start and completion dates. Additional user forms required during the course of construction will be discussed at the Pre-Construction Meeting. All User Forms must be submitted at least 3 days in advance of the anticipated start of work to allow adequate time for review. Select the link below to learn more about how to submit a Notice to Airport Users Form for O'Hare International Airport and Midway International Airport.

ORD Quick Reference Guide
MDW Quick Reference Guide

Step 6: Construction
All permits and the User Form shall be prominently displayed on the exterior of the barricade in a frame approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times for use by the CDA and the Chicago Department of Buildings during inspections.

During construction, contractors must request inspections by Ventilation, Electrical, Plumbing, and New Construction Department of Buildings Inspection Bureaus on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in suspension or revocation of the permit and issuance of citations by the Chicago Department of Buildings for violation of licensing requirements against general and subcontractors. All rough and final inspections will conclude with the inspector signing the back of the original permit. If an inspector determines a walkthrough is not necessary or does not respond to the request for an inspection, the contractor must indicate on the back of the permit when the inspection was requested and the reason, if known, for an inspection not occurring.

Please note that the Department of Buildings assigned Chief Inspector for the project will not sign off on the permit if necessary inspections have not been completed.

Chicago Department of Buildings inspections shall be scheduled via the web-based, on-line inspection scheduling system at www.cityofchicago.org/buildings. All requests for rough and final Chicago Department of Buildings inspections should be requested fourteen (14) working days in advance.

If needed, you may also contact the Department of Buildings Inspection Bureaus by phone as listed below:

Ventilation Department – (312) 743-3573
Electrical Department – (312) 743-3622
Plumbing Department – (312) 743-3572
New Construction Department – (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Tenant shall contact the CDA Point of Contact for notification to the terminal manager and building engineer for demolition, rough and final inspections.

Demolition:
Once demolition is completed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection of the site prior to beginning construction. Please note that demolition and construction waste management

Rough Inspections:
All internal structural components and mechanical systems shall remain exposed for completion of the preliminary rough inspection by the appropriate inspectors. Drywall should be installed only upon verification of code compliance for any work performed on any altered structural and/or mechanical systems. In addition, while rough components and systems are exposed, the CDA terminal manager and the CDA building engineer shall be offered the opportunity to perform an inspection.

Final Inspections:
Once the rough inspection is approved and the balance of construction completed, a final inspection must also be performed by Chicago Department of Buildings inspectors from bureaus having jurisdiction over the related work. In addition, the CDA terminal manager, and the CDA building engineer shall be offered the opportunity to perform a final inspection.

Retail food establishments are required to provide a building license which triggers a health inspection to be conducted by the Chicago Department of Public Health. Concessions applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections.

During construction, the tenant shall submit monthly Chicago residency utilization reports per 2-92-330 of the Municipal Code of the City of Chicago to the extent dictated in the tenant's lease. All monthly reports shall be submitted to the assigned CDA point of contact.

Non-compliance with any of the "Conditions of Approval" listed in the "Submittal Review Comments Form" may be just cause for the CDA to order work stoppage until corrective measures are completed and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the contractor.

Step 7: Notification to the City of Substantial Completion.

Upon substantial completion and prior to opening/occupancy, the Tenant shall request a site inspection/punchlist walk through with the CDA Point of Contact as instructed during the pre-construction meeting. Attendees should include the Tenant's designer and contractor, the CDA terminal manager, the CDA building engineer, the CDA Point of Contact, and any other attendees identified during the preconstruction meeting. During the walkthrough, an oral punch list will be communicated followed within a week by a written punch list produced and distributed to all attendees by the Tenant. Documentation showing the completion of punchlist items must be submitted to the CDA Point of Contact within 30 days of the punchlist walkthrough. If additional time is needed, the Tenant must coordinate that request through the CDA Point of Contact.

If a Certificate of Occupancy is required, as determined by the City of Chicago Department of Buildings, it will need to be submitted to the CDA prior to any occupancy of the renovated or newly constructed space. It is the Tenant's responsibility to arrange for inspection by the Department of Buildings for the Certificate of Occupancy.

The Tenant shall close out the Notice to Airport Users Form by electronically attaching a PDF of the permit's front and back showing inspector sign-offs, by entering the substantial completion date, by entering the punchlist walkthrough date, and by entering the anticipated submittal of redlined drawings which must be within 30 days of the punchlist walk through. An automatic email reminder will be sent to the Tenant/Contractor if this information is not entered into the Notice to Airport Users Form on or before the scheduled substantial completion date.

The Tenant must also submit a final construction SAM Checklist at construction completion that incorporates information on final quantities, contractor submittals, and other SAM-related data that is incorporated during the construction phase. SAM checklists will be reviewed concurrently with the contract documents with the exception of the final construction submittal which is submitted by the Tenant and reviewed separately by the Sustainable Review Panel (SRP). Recognition in the form of a Green Airplane Certification will be awarded at completion of final checklist review.

CLOSEOUT

Step 9: As-Builts

The as-built documents (all required prints and electronic files) shall be transmitted to the CDA Coordinating Architect, Design and Construction, within ninety (90) days of substantial completion unless the CDA has formerly approved an alternate time frame. The items listed below are required to support maintenance of accurate facility records and future construction:

- One full-size hardcopy of final as-built drawings
- One CD/DVD of CAD files either in AutoCAD or Microstation format

- One CD/DVD of all image files in PDF format
- One PDF of the finalized SAM Construction Checklist
- One PDF of all O&M manuals for equipment being maintained by the CDA
- One PDF of the building permit (both sides) with all required rough and final inspection sign-offs
- One PDF of the preventative maintenance schedule listing the systems and equipment that require preventative maintenance, scope of maintenance to be performed, frequency, and which entity is responsible
- All concession tenant projects are required to include one PDF of the tenant certified statement detailing the final improvement cost including change orders. All other tenant projects shall be required to provide this information at the CDA's request.
- All concession tenant projects are required to include one PDF documenting the project's Minority Business Enterprise (MBE)/Women-owned Business Enterprise (WBE) participation as well as the City of Chicago residency. All other tenant projects shall be required to provide this information at the CDA's request.

SAFETY

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. The contractor's Safety Representative's credentials must comply with the requirements as outlined in the most recent CDA Construction Safety Manual and must be approved prior to beginning any work on the project. Copies of the Safety Representative's resume, OSHA card, AED/CPR card, Site Specific Safety Plan/Job Hazard Analysis (JHA), Incident Notification Plan and any other documentation as required by the CDA Construction Safety Manual must be submitted to CDA or its representatives at the Pre-Construction Meeting.

SECURITY ID BADGING

All companies conducting business at the Airport and having an operational need for access to the Secured Area, Security Identification Display Area (SIDA), Air Operations Area (AOA), and/or the Sterile Area must be properly registered as a "Tenant" in the Airport ID Badging and Access Control System, or be sponsored by a registered Tenant, before its employees may be issued ID Badges, and its vehicles issued airfield vehicle permits. Tenants that are companies servicing an existing Airport Tenant must be sponsored by that Airport Tenant. All companies must be in compliance with the CDA – Identification Badge Regulations and Practices containing Policies and Procedures and Rules and Regulations of the CDA.

Registration of companies as Tenants in the system, and employee screening/ID Badging procedures, are a lengthy, but mandatory process. The Tenant should keep this in mind when scheduling a project. Tenants are advised to begin this process at the earliest opportunity, become familiar with required procedures, and allow adequate lead time, to preclude delays. Tenants or their contractors must know all access codes for required door access prior to starting the badging process.

Airport ID badges, driving privileges, and airfield vehicle permits are as crucial to this process as are required construction permits. Tenants' failure to understand, or comply with, ID Badging and vehicle permit/operating regulations can impose significant and costly project delays.

Requirements, and detailed instructions, for obtaining required badges, driving privileges, and permits are provided in the CDA **Identification Badge Regulations and Practices** and in the

Ground Motor Vehicle Operation Regulations Manual. These documents are available on request from CDA. *See ID Badging website*: www.flychicago.com/badging

Tenants must review and understand these procedures thoroughly, before attempting to obtain badges, driving privileges, or vehicle permits. Companies must complete the Employer Information and Authorization Form to register as Tenants and designate an authorized Signatory (required if the Tenant is not already established as a Tenant in the ID Badging System). Signatories must be established in accordance with the rules defined in the Handbook, which typically requires 2 business days to accomplish upon submittal.

The Access Control and Photo ID Badge Application is required to register company employees.

The Company Vehicle Access Form-AIRFIELD must be completed to register the company vehicles.

NOTE: CARE Plus acts as "Tenant" for ID Badging purposes for those Tenants that are airfield construction companies under contract to the City. Such construction companies do not need to register as Tenants themselves but shall instead contact CARE Plus, and contact/proceed to ID Badging only as directed by CARE Plus. The above directives should be reviewed and understood before contacting CARE Plus.

CARE Plus may be reached at:

CARE Plus
P.O. Box 66790, AMF O'Hare
Chicago, IL 60666
Attn: Lisa Kleopa
(773) 894-3828
lkleopa@careplusllc.org

However, Tenants who already have established ID Badge accounts as Tenants shall continue to obtain ID Badges in the manner previously established.

Airport ID Badges and vehicle permits must be returned at the conclusion of each project.

ID Badges for Secured Areas

Any employee who works at the Airport and has operational duties requiring access to a Secured Area is required to obtain an ID badge. Requirements for obtaining an ID badge include the following: a successful completion of the Access Control and Photo ID Badge Application; favorable results of an FBI fingerprint-based Criminal History Records Check (CHRC); favorable results of a TSA Security Threat Assessment (STA); successful completion of the Security Identification Display Area (SIDA) training; and an understanding and commitment to follow federal and CDA regulations listed in the Handbook.

Depending on individual training and testing requirements, issuance of an individual employee badge typically requires a minimum of two visits, per applicant, with approximately 1-3 hours per visit, not including travel to CARE Plus and ID Badging. In addition, the required fingerprint-

based investigations CHRC and STA typically require a minimum of 10 business days, per employee, to accomplish.

Applicants seeking airfield-driving privileges within the Airport airfield perimeter (AOA or Secured Area) must be trained and tested and, therefore, must be thoroughly familiar with the Ground Motor Vehicle Operation Regulations Manual to obtain the driving privileges.

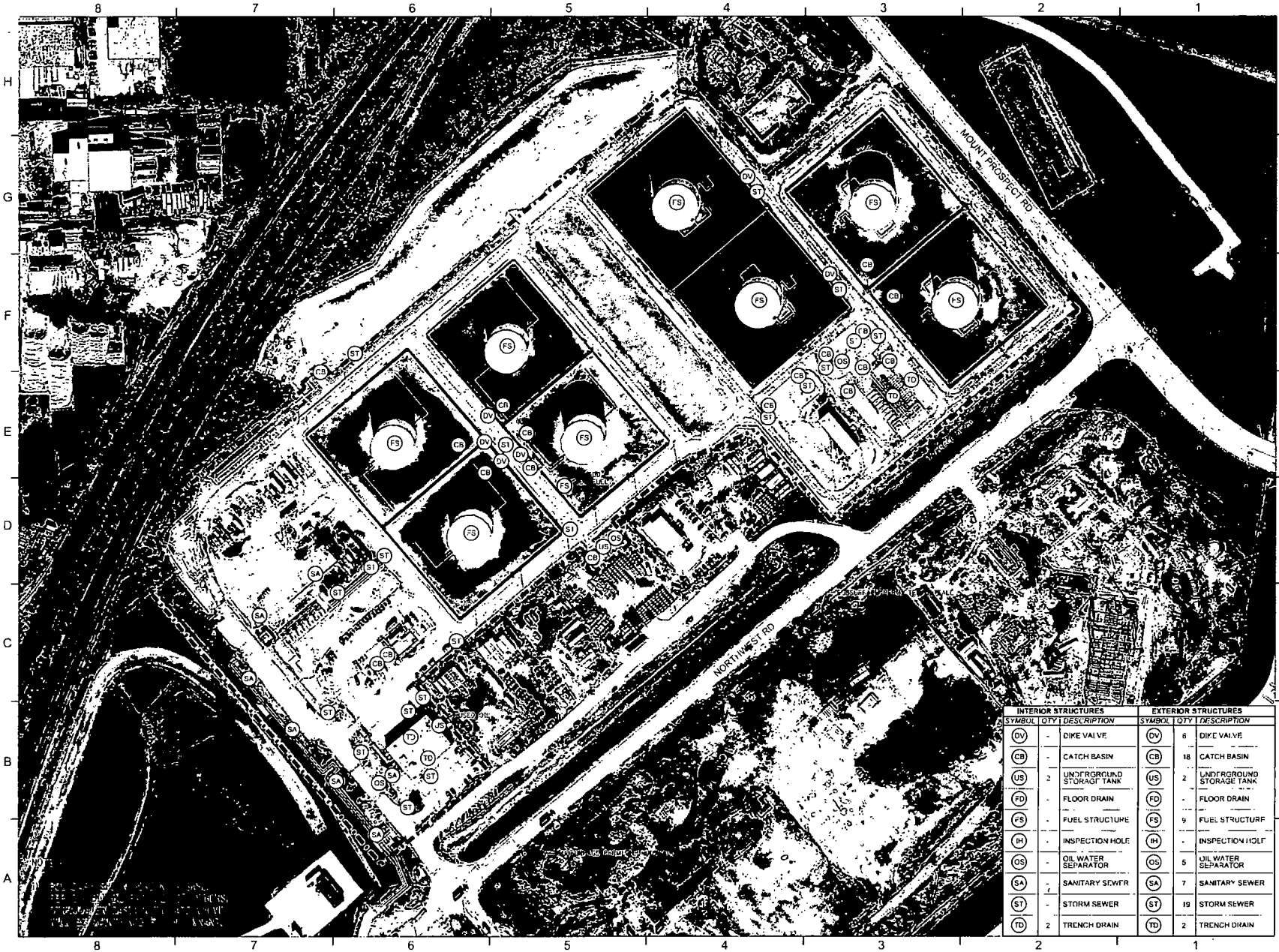
Airfield Vehicle Permits.

If a project involves driving on the airfield, all vehicles driven on the movement or non-movement area (ramp, service roads, runways and taxiways) must be properly insured and registered with the ID Badging Office. While in these areas, registered vehicles must have a valid Vehicle Permit sticker affixed to the lower left (driver's side) of the windshield of the vehicle. All documentation should be submitted at least 15 business days before the expiration or new issue date of the Vehicle Permit with a valid Certificate of Insurance covering the vehicles identified, with a minimum amount of $5,000,000 of vehicle liability insurance.

EXHIBIT H

SANITARY SEWER WASTE AND STORM WATER RUNOFF STRUCTURAL CONTROL AND AIR POLLUTION CONTROL EQUIPMENT FOR WHICH LESSEE IS RESPONSIBLE

See attached.



INTERIOR STRUCTURES			EXTERIOR STRUCTURES		
SYMBOL	QTY	DESCRIPTION	SYMBOL	QTY	DESCRIPTION
DV	-	DIKE VALVE	DV	6	DIKE VALVE
CB	-	CATCH BASIN	CB	18	CATCH BASIN
US	2	UNDERGROUND STORAGE TANK	US	2	UNDERGROUND STORAGE TANK
FD	-	FLOOR DRAIN	FD	-	FLOOR DRAIN
FS	-	FUEL STRUCTURE	FS	9	FUEL STRUCTURE
IH	-	INSPECTION HOLE	IH	-	INSPECTION HOLE
OS	-	OIL WATER SEPARATOR	OS	5	OIL WATER SEPARATOR
SA	-	SANITARY SEWER	SA	7	SANITARY SEWER
ST	-	STORM SEWER	ST	19	STORM SEWER
TD	2	TRENCH DRAIN	TD	2	TRENCH DRAIN

O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM

RAHM EMANUEL
MAYOR

GINGER S. EVANS
COMMISSIONER

CHICAGO DEPARTMENT OF AVIATION

PROJECT NAME:

TANK FARM FACILITY

SHEET TITLE:

EXHIBIT H.1

DESIGNED	DRAWN	CHECKED
N.S.	N.S.	M.H.

PROJECT NO.:

DATE: 03/27/2018

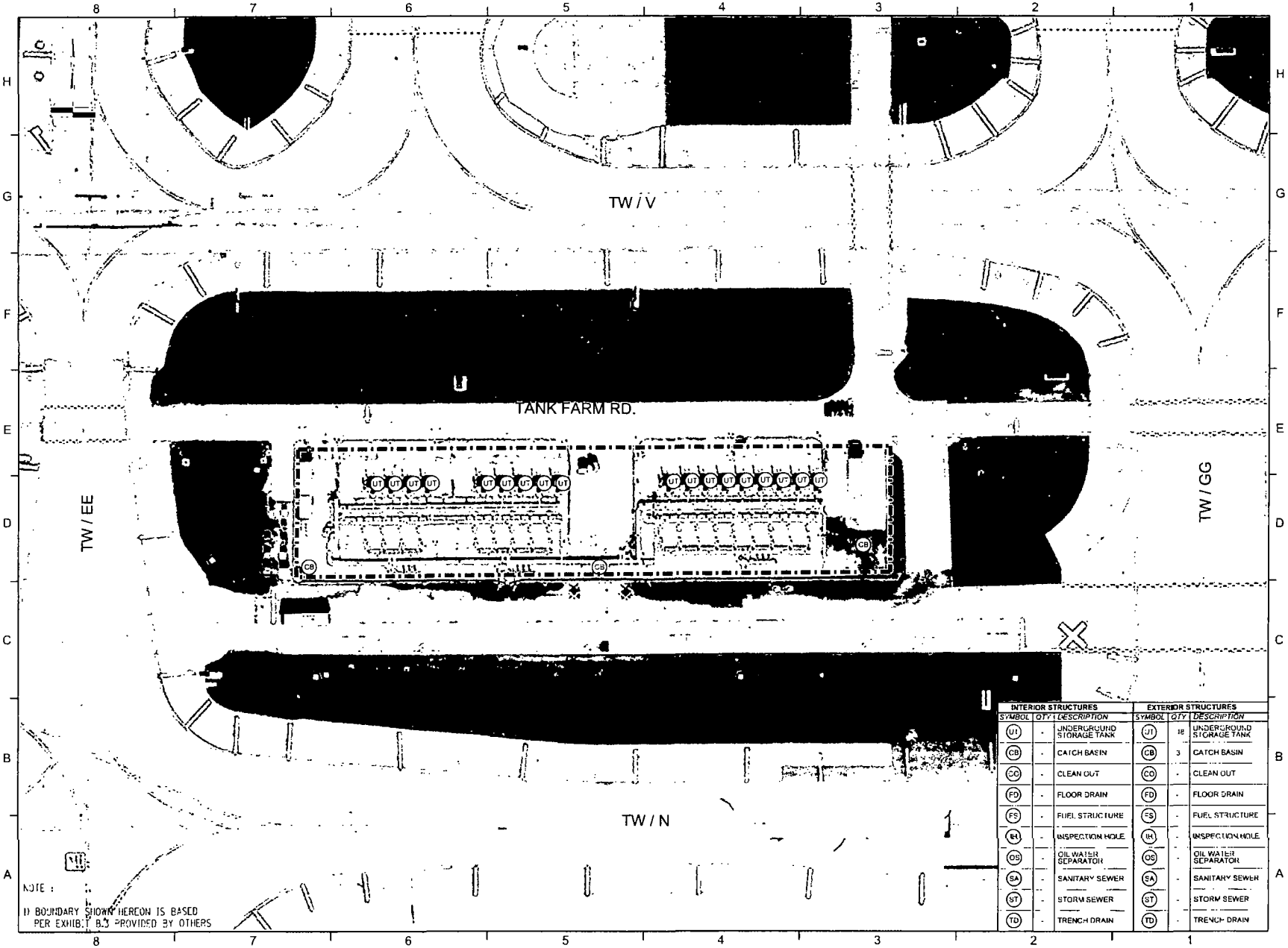
SHEET NO.

REVISION

EXHIBIT H-2

GSE FACILITY STRUCTURAL CONTROLS

Upon the completion of the GSE Facility, the parties shall cooperate to prepare an agreed list and depiction of structural controls which shall be incorporated herein by agreement of the parties.



INTERIOR STRUCTURES			EXTERIOR STRUCTURES		
SYMBOL	QTY	DESCRIPTION	SYMBOL	QTY	DESCRIPTION
UT	-	UNDERGROUND STORAGE TANK	UT	18	UNDERGROUND STORAGE TANK
CB	-	CATCH BASIN	CB	3	CATCH BASIN
CO	-	CLEAN OUT	CO	-	CLEAN OUT
FD	-	FLOOR DRAIN	FD	-	FLOOR DRAIN
FS	-	FUEL STRUCTURE	FS	-	FUEL STRUCTURE
MH	-	INSPECTION HOLE	MH	-	INSPECTION HOLE
OS	-	OIL WATER SEPARATOR	OS	-	OIL WATER SEPARATOR
SA	-	SANITARY SEWER	SA	-	SANITARY SEWER
ST	-	STORM SEWER	ST	-	STORM SEWER
TD	-	TRENCH DRAIN	TD	-	TRENCH DRAIN

NOTE :

1) BOUNDARY SHOWN HEREON IS BASED PER EXHIBIT B.3 PROVIDED BY OTHERS

O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM

RAHM EMANUEL
MAYOR

GINGER S. EVANS
COMMISSIONER

CHICAGO DEPARTMENT OF AVIATION

PROJECT NAME:

SATELLITE FUEL FARM

SHEET TITLE

EXHIBIT H.3

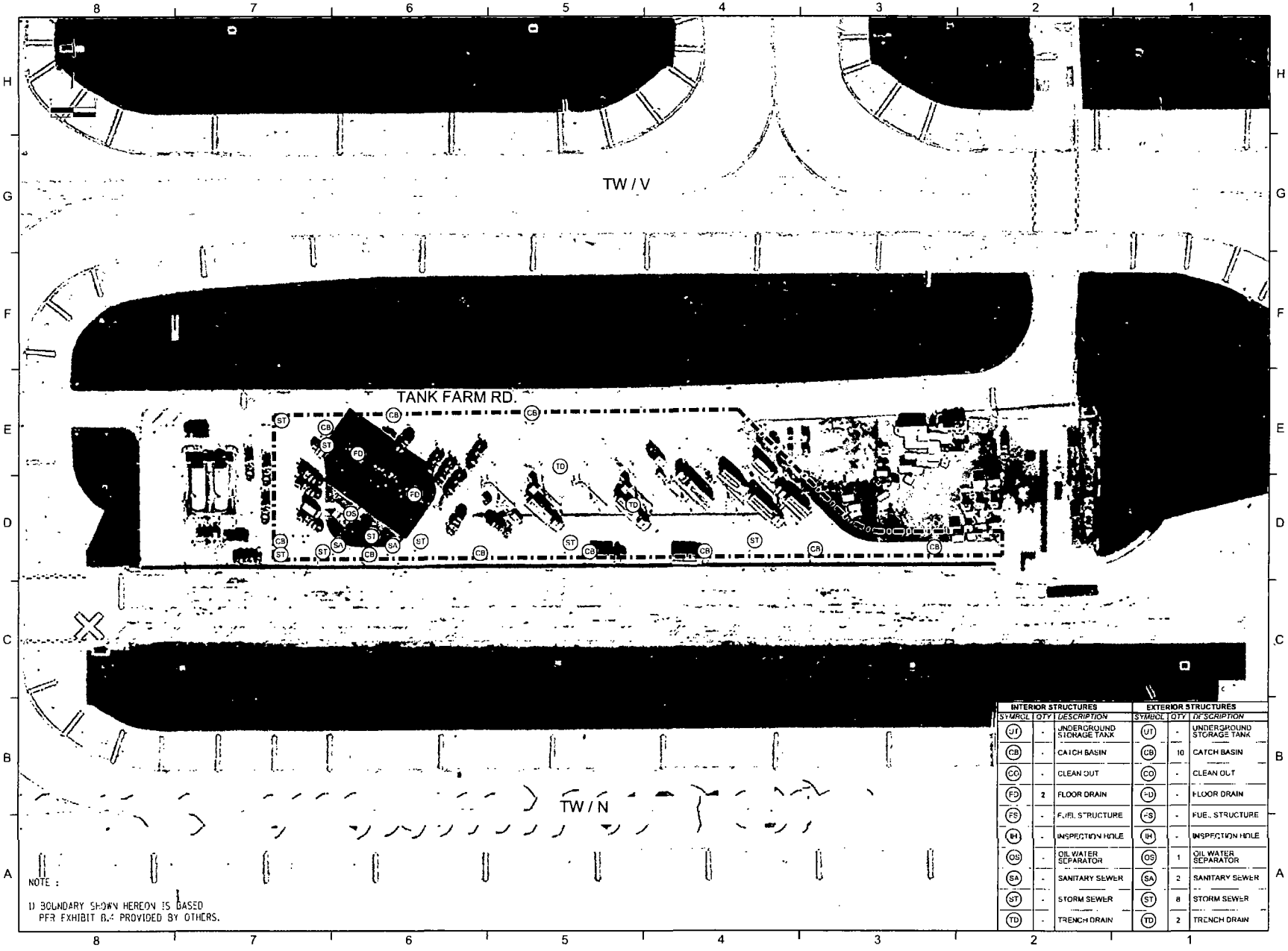
DESIGNED	DRAWN	CHECKED
N.S	N.S	M.H

PROJECT NO.

DATE: 03/27/2018

SHEET NO.

REVISION



INTERIOR STRUCTURES			EXTERIOR STRUCTURES		
SYMBOL	QTY	DESCRIPTION	SYMBOL	QTY	DESCRIPTION
UT	-	UNDERGROUND STORAGE TANK	UT	-	UNDERGROUND STORAGE TANK
CB	-	CATCH BASIN	CB	10	CATCH BASIN
CO	-	CLEAN OUT	CO	-	CLEAN OUT
FD	2	FLOOR DRAIN	FD	-	FLOOR DRAIN
FS	-	FUEL STRUCTURE	FS	-	FUEL STRUCTURE
IH	-	INSPECTION HOLE	IH	-	INSPECTION HOLE
OS	-	OIL WATER SEPARATOR	OS	1	OIL WATER SEPARATOR
SA	-	SANITARY SEWER	SA	2	SANITARY SEWER
ST	-	STORM SEWER	ST	8	STORM SEWER
TD	-	TRENCH DRAIN	TD	2	TRENCH DRAIN

O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM

RAHM EMANUEL
MAYOR

GINGER S. EVANS
COMMISSIONER

CHICAGO DEPARTMENT OF AVIATION

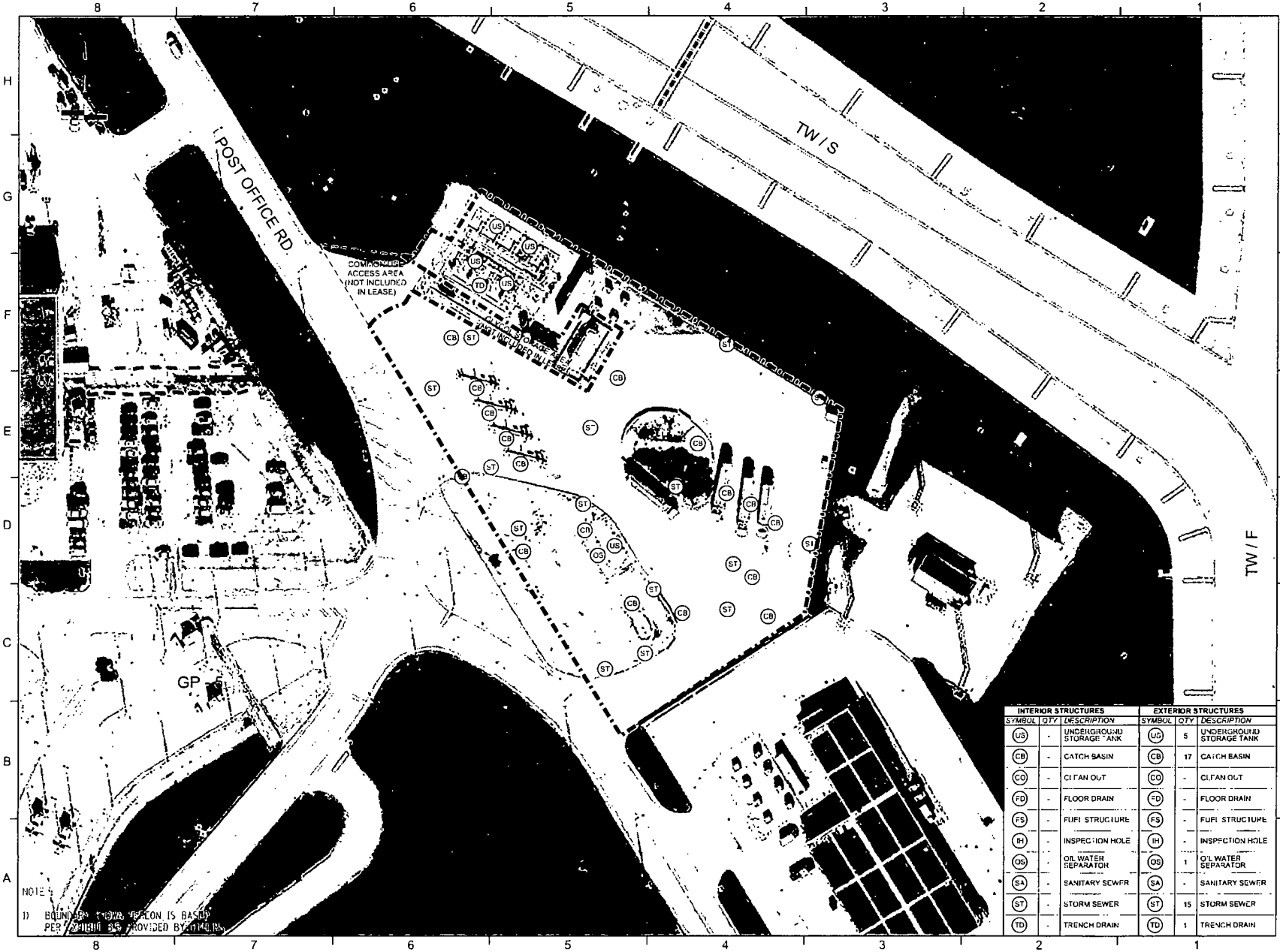
PROJECT NAME:
TRUCK LOAD RACK

SHEET TITLE:
EXHIBIT H.4

DESIGNED	DRAWN	CHECKED
N.S	N.S	M.H

PROJECT NO.:
DATE: 03/16/2018

SHEET NO. | REVISION



INTERIOR STRUCTURES			EXTERIOR STRUCTURES		
SYMBOL	QTY	DESCRIPTION	SYMBOL	QTY	DESCRIPTION
US	-	UNDERGROUND STORAGE TANK	US	5	UNDERGROUND STORAGE TANK
CB	-	CATCH BASIN	CB	17	CATCH BASIN
CO	-	CLEAN OUT	CO	-	CLEAN OUT
FD	-	FLOOR DRAIN	FD	-	FLOOR DRAIN
FS	-	FUEL STRUCTURE	FS	-	FUEL STRUCTURE
IH	-	INSPECTION HOLE	IH	-	INSPECTION HOLE
OS	-	OIL WATER SEPARATOR	OS	1	OIL WATER SEPARATOR
SA	-	SANITARY SEWER	SA	-	SANITARY SEWER
ST	-	STORM SEWER	ST	15	STORM SEWER
TD	-	TRENCH DRAIN	TD	1	TRENCH DRAIN

NOTE:

1) BOUNDARY INFORMATION IS BASED PER EXHIBIT B-5 PROVIDED BY O'HARE

O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
O'HARE MODERNIZATION PROGRAM

RAHM EMANUEL
MAYOR

GINGER S. EVANS
COMMISSIONER

CHICAGO DEPARTMENT OF AVIATION

PROJECT NAME

B SOUTH CARGO FACILITY

SHEET TITLE

EXHIBIT H.5

DESIGNED	DRAWN	CHECKED
NLS	NLS	MH

PROJECT NO.

DATE: 05/27/2018

SHEET NO. | REVISION

EXHIBIT I

INTERLINE AGREEMENT

See attached.

EXHIBIT I

FUEL SYSTEM

INTERLINE AGREEMENT

AMONG

CONTRACTING AIRLINES

AND

ORD FUEL COMPANY, LLC

TABLE OF CONTENTS

FUEL SYSTEM INTERLINE AGREEMENT

THIS FUEL SYSTEM INTERLINE AGREEMENT (this "Interline Agreement") is made and entered into as of _____, 2018, by and among the CONTRACTING AIRLINES (as defined below) and ORD FUEL COMPANY, LLC, a Delaware limited liability company (the "Company"). All capitalized terms herein shall have the meaning assigned to such terms in Section 1.1 of this Interline Agreement.

WHEREAS, the Contracting Airlines have elected to form the Company to lease, construct or otherwise acquire and to operate and maintain facilities for storage and delivery of Fuel (as defined below) at the Airport (as defined below), thereby providing reasonable access subject to the terms of this Interline Agreement, non-preferential access to all Air Carriers (as defined below) and to all Suppliers (as defined below) wishing to deliver Fuel to Air Carriers at the Airport; and

WHEREAS, the City (as defined below) and the Company are parties to a Fuel System Lease (as defined below) pursuant to which the Company leases the Fuel System (as defined below) at the Airport and may establish standards, and practices and fees relating to the operation and maintenance of the Fuel System; and

WHEREAS, the Company and the Operator (as defined below) will be parties to an Operating Agreement (as defined below) pursuant to which the Company will engage the Operator to maintain and operate certain elements of the Fuel System and to provide maintenance, operation and management services; and

WHEREAS, in connection with the formation of the Company, the Contracting Airlines desire to enter into this Interline Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contracting Airlines and the Company hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms. Unless context otherwise requires, as used in this Interline Agreement, the following terms shall have the meaning set forth below:

"**Acceptance Date**" means the date on which an Air Carrier becomes an Additional Contracting Airline.

"**Additional Contracting Airline**" means an Air Carrier that becomes a Member of the Company and a party to this Interline Agreement, in accordance with Article 11 of this Interline Agreement, after the Initial Entry Date.

"**Additional Facilities**" means any facilities, other than Special Facilities, that the Fuel Committee determines are required for the Fuel System in accordance with Article 9 of this Interline Agreement.

"**Air Carrier**" means any "air carrier," "foreign air carrier" or "air cargo carrier" certified by the Federal Aviation Administration and which is operating at the Airport.

"**Airport**" means Chicago O'Hare International Airport located in Chicago, Illinois.

"Airport Use and Lease Agreement" has the meaning set fort in Section 1.02(c) of the Fuel System Lease.

"**Associate Airline**" shall mean an Air Carrier as to which a Member has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the System.

"**Billing**" has the meaning set forth in Section 7.7(a)(i) of this Interline Agreement.

"**Bonded or FTZ Fuel**" means Fuel which is produced outside the United States of America, or in a foreign trade zone, remains segregated to the extent required by the United States Customs Service or other applicable Laws, is boarded on aircraft in the conduct of a foreign trade and otherwise meets the requirements and definitions for bonded or foreign trade zone Fuel as determined and regulated by the United States Customs Service or other applicable regulatory authorities.

"**Capital Costs**" means those costs approved and designated as capital costs, including without limitation any principal, interest, premium, fees, expenses, costs and indemnities payable in connection with any financing by the Fuel Committee.

"**Chairperson**" means the chairperson of the Fuel Committee appointed by the Fuel Committee in accordance with the LLC 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.

"City Cost Recovery Charge" has the meaning set forth in Section 1.02(l) of the Fuel System Lease.

"City System Costs" has the meaning set forth in Section 1.02(m) of the Fuel System Lease.

"**Company**" has the meaning set forth in the first paragraph of this Interline Agreement.

"**Contracting Airline**" means an Air Carrier that is a party to this Interline Agreement and is a Member of the Company, including any Additional Contracting Airline.

"**Delaware Act**" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time.

"**Effective Date**" means the date on which the Company commences operation of the Fuel System.

"**Entry Fee**" means the fee established by the Fuel Committee from time to time, related to the admission of Initial Members and Additional Contracting Airlines. As of the Effective Date, the Entry Fee is $100,000.00, provided that such Entry Fee shall not be payable by any Initial Member that was a member in good standing of the ORD Fuel Committee on the date preceding the Effective Date and became an Initial Member prior to the Initial Entry Date; and provided further that such Entry Fee may be adjusted by the Fuel Committee from time to time.

"**Event of Default**" has the meaning ascribed to that term in Section 8.1 of this Interline Agreement.

"**Extraordinary Cost**" means a non-recurring expenditure or obligation of the Company that: (i) is not a part of the normal and regular ongoing expense of leasing and operating the Fuel System; and (ii) the cost of which is recovered in a manner and over a period determined by the Company. Extraordinary Cost does not include the obligation of non-defaulting Contracting Airlines to provide funds due to an Event of Default.

"**FAA**" means the Federal Aviation Administration as presently constituted as a division of the DOT or its successor agency or agencies.

"**Fuel**" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) or any other quality specifications established by the Company from time to time.

"**Fuel Committee**" means the committee established to manage the Company pursuant to the LLC Agreement.

"**Fuel System**" means, collectively, all Fuel receipt, storage, transmission, delivery and dispensing systems, as described in the Fuel System Lease and the exhibits thereto, and related facilities, fixtures, equipment and other real and personal property located at the Airport or otherwise that are leased, acquired, or controlled by the Company pursuant to the Fuel System Lease.

"**Fuel System Access Agreement**" means an agreement, in the form attached to the Fuel System Lease as Exhibit L, between the Company and a Person to allow certain defined privileges and limited access to the Fuel System by the Person for the purpose of providing into-plane services to Users, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Fuel System Capital Asset**" means the apparatus and/or equipment acquired by the Operator from time to time upon written direction from the Company for use in connection with the Fuel System.

"**Fuel System Lease**" means the Fuel System Lease Agreement, and all exhibits thereto, made and entered into on the countersignature date by the City with effect from and after the Effective Date (as defined in therein) by and between the City and the Company, as amended, supplemented or otherwise modified from time to time, by which the City grants possession and right of use of the Fuel System and GSE Facility to the Company.

"**Gallon**" means a U.S. gallon.

"**Gallonage**" means the total number of Gallons of Fuel delivered into the aircraft of a Contracting Airline at the Airport during the relevant period, provided however, that any Associate Airline shall be billed at the same rate as such Contracting Airline and its Gallonage shall be considered part of the Gallonage of such Contracting Airline. The Gallonage of each Contracting Airline shall be the total of all Fuel delivered into the aircraft of such Contracting Airline, and into the aircraft of any Associate Airline, at the Airport regardless of whether the Fuel System was used for any part of such delivery.

"**Gasoline**" means automotive fuel, including diesel, which complies with the quality specifications established by the Company from time to time.

"**GSE Facility**" means collectively automotive gasoline storage and delivery system and related facilities and appendages operated by the Company pursuant to this Interline Agreement for the purpose of fueling vehicles related to the servicing of aircraft.

"**GSE Facility Access Agreement**" means an agreement, in the form as approved by the City and attached to the Fuel System Lease as Exhibit N, between the Company and another Person to allow certain defined privileges and limited access to the GSE Facility, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**GSE Facility User**" means a Person which has executed the then-current GSE Facility Access Agreement, if any, and is permitted to withdraw Gasoline from the GSE Facility.

"**Initial Members**" means the Persons executing the LLC Agreement and this Interline Agreement and otherwise satisfying the requirements to be a Member on or before the "Initial Entry Date".

"**Initial Entry Date**" means October 31, 2018.

"**Interest**" means a Member's membership interest in the Company in accordance with the provisions of the LLC Agreement and the Delaware Act.

"**Interline Agreement**" has the meaning set forth in the first paragraph hereof.

"**Into-Plane Service Provider**" means any Person that (i) executes a Fuel System Access Agreement; and (ii) obtains all necessary approvals and permits from the City to perform into-plane fueling services for Users at the Airport.

"**Itinerant User**" means any Person who takes delivery of Fuel from the Fuel System and who is not a Contracting Airline, Associate Airline or a Non-Contracting User.

"**Late Entry Fee**" means the fee established by the Fuel Committee from time to time, related to the admission of Additional Contracting Airlines who fail to satisfy the membership requirements within a period of time specified by the Fuel Committee. As of the Effective Date, the Late Entry Fee is $100,000.00.

"**Laws**" include all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

"**LLC Agreement**" means the Limited Liability Company Agreement for the Company, in the form attached to the Fuel System Lease as Exhibit I, as amended from time to time.

"**Majority-In-Interest**" means, with respect to a vote for or against any matter arising under or related to the LLC Agreement or this Interline Agreement, those Members, or their respective Fuel Committee representatives, as the case may be, that collectively constitute or represent, as the case may be:

a. the lesser of either (i) six or more Members or Fuel Committee representatives; or (ii) more than fifty percent (50%) in number of the Members or Fuel Committee representatives, as the case may be, and

b. except as otherwise provided in Section 12.4 of the LLC Agreement, fifty percent (50%) of the total Gallonage for the twelve (12) months prior to the month in which such vote is taken,

excluding in both subparts (a) and (b) above each Member then in default under the LLC Agreement or this Interline Agreement and such Member's Fuel Committee representative. Notwithstanding the inclusion of Fuel delivered into one or more of its Associate Airlines in a Member's Gallonage, as provided in the definition of Gallonage, such Member shall be entitled to only a single vote when the number of Members is a basis for any vote but will be entitled to vote the aggregate Gallonage of such Member and its Associate Airlines when Gallonage is the basis for any vote.

"**Member**" means each member of the Company pursuant to the LLC Agreement.

"**Monthly Gallonage**" means the Gallonage of a Contracting Airline for the previous calendar month or the average monthly Gallonage of the Contracting Airline during the preceding twelve (12) months, whichever is greater.

"**Monthly Rental**" means the total of all payments required to be paid by the Company: (i) as rent to the City under the Fuel System Lease; (ii) to discharge any Capital Costs for the Fuel System and GSE Facility; (iii) for any similar or related regular periodic charge incurred for

the construction, acquisition, or use of the Fuel System and GSE Facility, that is not a part of the Total Operating Costs (as defined in the Operating Agreement); and (iv) for any other obligation of the Company to the City under the Fuel System Lease.

"**Monthly Rental Fee**" means the total of all payments required to be paid by the Contracting Airlines with respect to the Monthly Rental.

"**Monthly Share**" has the meaning set forth in Section 7.9 of this Interline Agreement.

"**Net Facilities Charge**" is defined as calculated pursuant to Section 7.2 of this Interline Agreement.

"**Non-Contracting User**" means a Person that has executed a Non-Contracting User Agreement.

"**Non-Contracting User Agreement**" means an agreement, in the form attached to the Fuel System Lease as Exhibit M, by and between the Company and any Person other than a Contracting Airline or Associate Airline that desires to use the Fuel System for storage and throughput of Fuel, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Operating Agreement**" means the Maintenance, Operation and Management Services Agreement, in the form attached to the Fuel System Lease as Exhibit K, between the Company and the Operator for the maintenance, operation and management of the Fuel System and GSE Facility, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Operator**" means a qualified and duly licensed independent contractor selected by the Company, pursuant to the terms of the Fuel System Lease, to operate and maintain certain elements of the Fuel System and GSE Facility, as specified and agreed from time to time, and who is delegated authority to act on behalf of the Company in exercising certain specified rights and obligations of the Company, including, without limitation those arising under this Interline Agreement, the Fuel System Lease, Fuel System Access Agreements, GSE Facility Access Agreements and Non-Contracting User Agreements.

"**Person**" or "**person**" includes any natural person, firm, partnership, corporation, limited liability company, governmental body or other legal entity.

"**Reserve Funds**" means the funds required to be paid by each of the Contracting Airlines pursuant to Section 7.9 of this Interline Agreement.

"**Service Month**" has the meaning set forth in Section 7.7(a)(i) of this Interline Agreement.

"**Special Facilities**" means any facilities described in Section 9.3 of this Interline Agreement that the Company determines are necessary for the receipt, storage, or delivery of Fuel but are used by less than all of the Contracting Airlines and are designated as "Special Facilities" by the Fuel Committee.

"**Start-Up Costs**" means all operational and non-operational costs, including without limitation, research and analysis of financing alternatives, of organizing the Company, entering into the Fuel System Lease, preparing this Interline Agreement and the related agreements, and taking over the management, maintenance and operation of the Fuel System and GSE Facility, that are reimbursed in accordance with Section 9.4 of this Interline Agreement.

"**Storage Fee**" means the fee imposed by the Company on a User for the storage of Fuel in the Fuel System.

"**Super Majority-In-Interest**" means, with respect to a vote for or against any matter arising under or related to the LLC Agreement or this Interline Agreement, those Members, or their respective Fuel Committee representatives, as the case may be, that collectively constitute or represent, as the case may be:

a. the lesser of either (i) twelve or more Members or Fuel Committee representatives; or (ii) more than seventy-five percent (75%) in number of the Members or Fuel Committee representatives, as the case may be, and

b. except as otherwise provided in Section 12.4 of the LLC Agreement, seventy-five percent (75%) of the total Gallonage for the twelve months prior to the month in which such vote is taken,

excluding in both subparts (a) and (b) above each Member then in default under the LLC Agreement or this Interline Agreement and such Member's Fuel Committee representative. Notwithstanding the inclusion of Fuel delivered into one or more of a Member's Associate Airlines in a Member's Gallonage, as provided in the definition of Gallonage, such Member shall be entitled to only a single vote when the number of Members is a basis for any vote but will be entitled to vote the aggregate Gallonage of such Member and its Associate Airlines when Gallonage is the basis for any vote.

"**Supplier**" means any Person who or which has an agreement with any User for the sale and supply of Fuel or Gasoline at the Airport; provided however, use of the Fuel System for storage or throughput of Fuel or access to or use of the GSE Facility for Gasoline by any Person that is not a Contracting Airline shall be subject to compliance with requirements for accessing the Fuel System or GSE Facility as established by the Company, and provided further that all Suppliers must obtain any required approvals, permits, and necessary permissions from the City to operate at or access the Airport.

"**System Use Charge**" means the charge or charges established from time to time by the Company to be paid to the Company for each and every Gallon of Fuel put through any part of the Fuel System for the benefit of any Person other than a Contracting Airline or Associate Airline.

"**Total Facilities Charge**" means the amount calculated pursuant to Section 7.1 of this Interline Agreement.

"**Total Operating Cost**" means the Operator's Total Operating Cost as defined in the Operating Agreement or otherwise determined by the Fuel Committee.

"**User**" means any Contracting Airline, Associate Airline, Non-Contracting User or Itinerant User.

"**Withdrawing Airline**" means any Contracting Airline that has withdrawn from this Interline Agreement pursuant to Article 12 of this Interline Agreement.

"**Withdrawal Date**" means the date as of which a Withdrawing Airline shall have or be deemed to have withdrawn from this Interline Agreement pursuant to and subject to the conditions set forth in Article 12 of this Interline Agreement.

1.2 Article and Section Headings, Gender and References, Etc. 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 Interline 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; 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; and references to a Person include such Person's successors and permitted assigns. For purposes of this Interline Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
TERM

This Interline Agreement shall commence and become legally binding upon the Company and each Contracting Airline upon execution by the Company and each such Contracting Airline and shall continue in effect until terminated pursuant to Article 12 or Article 13 of this Interline Agreement.

ARTICLE 3
FUEL SYSTEM AND GSE FACILITY

3.1 Use. The Fuel System will be maintained and operated by the Company pursuant to the Fuel System Lease to provide: (i) the receipt, transmission and storage of Fuel delivered to the Airport; (ii) the delivery of Fuel into refueler vehicles for delivery to aircraft; (iii) the transmission and delivery of Fuel through the hydrant system; (iv) the receipt, storage and transfer of Fuel as approved by the Company to support User requirements, and (v) other functions as approved by the Company from time to time. The Company and the Contracting Airlines covenant and agree that (i) the Fuel System shall be the sole and exclusive facility for the receipt, storage and distribution of Fuel at the Airport for use in commercial Air Carriers, and

(ii) the Company may establish standards, practices and fees for access to and the operation and maintenance of the Fuel System.

3.2 Equipment Compatibility. The City and, on behalf of the Company, the Operator, shall have the right to inspect at reasonable intervals any equipment that connects with the Fuel System to ensure safety, compatibility with the Fuel System, and the accuracy of any metering device (the last by means of a certified prover or as otherwise directed by the Company). Upon reasonable notice, each Contracting Airline or Associate Airline, or their Into-Plane Service Provider, shall deliver any such connecting equipment at the time and place reasonably designated by the City or the Operator for inspection.

3.3 Fuel System Deliveries. Each User or Supplier must provide all of the following to the Company or other party designated by or acceptable to the Company prior to each delivery of Fuel to the Fuel System or off-airport storage facilities, as applicable from time to time:

a. A delivery ticket, loading certificate, or similar document specifying: (i) the quantity and grade of Fuel contained in the shipment being delivered or transmitted; and (ii) whether such Fuel is Bonded or FTZ Fuel; and

b. A certificate which must state that such Fuel meets the applicable specifications established from time to time by the Company.

3.4 Aircraft Deliveries. Promptly upon delivery of Fuel to an aircraft, each User or its Into-Plane Service Provider must provide to the Company a copy of the aircraft delivery receipt showing number of Gallons delivered to such aircraft.

3.5 Alternate Fuel. If a Contracting Airline or other User notifies the Company that it cannot, for technical reasons, use the Fuel in the Fuel System for its aircraft, the Company will use reasonable efforts to assist such Contracting Airline or other User to arrange for delivery or transmission of alternate Fuel in the most reasonably economical manner and through Special Facilities if necessary. The financing and amortization of the cost of any Special Facilities required to throughput such Fuel to or from any User and any additional costs incurred by the Company or the Operator to maintain and operate such Special Facilities and deliver such Fuel will be prepaid by such User and will not be included in the Total Facilities Charge, unless the Company determines otherwise pursuant to Article 7 of this Interline Agreement. This Article shall not obligate the Company to incur any expense.

3.6 GSE Facility. The Company shall operate a GSE Facility. The cost of operating such GSE Facility, shall be allocated to the GSE Facility Users on a monthly basis, pro-rata based on the number of Gallons of Gasoline withdrawn from such GSE Facility that month or such other methodology as the Company may establish in accordance with the Fuel System Lease. The Company and the City shall approve from time to time the form of a GSE Facility Access Agreement, which shall be consistent with the terms set forth in the Fuel System Lease and this Interline Agreement, and which shall contain inter alia, the terms and conditions governing access to and use of the GSE Facility, procedures and documentation, fees and charges, qualification and training, and indemnification and insurance provisions.

ARTICLE 4
ACCESS TO FUEL SYSTEM

4.1 Non-Contracting Users. The Company shall allow any Person who does not become a party to this Interline Agreement as a Contracting Airline and which is not an Associate Airline for purposes of the Gallonage definition to use the Fuel System for the receipt, storage, and delivery of Fuel, upon execution by that Person of, and compliance with, the then current Non-Contracting User Agreement.

4.2 Non-Contracting User Agreement. The Company will establish, subject to the City's approval, the form of Non-Contracting User Agreement. The Non-Contracting User Agreement will be consistent with the Fuel System Lease, this Interline Agreement, and will contain, inter alia, the terms and conditions governing use of the Fuel System, Into-Plane Agent requirements, use fees and charges, and indemnification, insurance and assignment provisions. The Non-Contracting User Agreement will provide that, as long as the Non-Contracting User abides by the terms of that agreement and pays the fees and charges provided therein, its access to and use of the Fuel System otherwise will be nondiscriminatory. Notwithstanding anything to the contrary in this Interline Agreement or any related agreement, but subject to the Fuel System Lease, the Company may charge different fees or rates to each category of User, i.e., Contracting Airlines (including Associate Airlines), Non-Contracting Users and Itinerant Users.

4.3 Servicing Companies. In order to access the Fuel System to perform into-plane fueling services at the Airport, each Into-Plane Service Provider, including, without limitation, any Contracting Airline that desires to perform into-plane fueling must execute a Fuel System Access Agreement and must comply with all of the terms and conditions of the Fuel System Access Agreement. If service is to be provided by such Into-Plane Service Provider to an Itinerant User, the Air Carrier or Supplier holding title to the Fuel that is to be provided to the Itinerant User must be a Contracting Airline, Associate Airline or a Non-Contracting User.

4.4 Fuel System Access Agreement. The Company will establish, subject to the City's approval, the form of Fuel System Access Agreement. The Fuel System Access Agreement shall be consistent with the Fuel System Lease, this Interline Agreement and will contain, inter alia, the terms and conditions governing access to and use of the Fuel System, procedures and documentation, fees and charges, qualification and training, and indemnification and insurance provisions.

4.5 System Use Charge. For each Gallon of Fuel that is transported through the Fuel System under the ownership of a Non-Contracting User and is not ultimately delivered to a Contracting Airline (or its Associate Airline) at the Airport, a System Use Charge not to exceed one hundred fifty (150%) percent of the highest budgeted rate per Gallon estimated by the Company payable by Gallon by a Contracting Airline for the same period will be applied. For each Gallon of Fuel, that is transported through the Fuel System under the ownership of a Contracting Airline (or its Associate Airline) or is ultimately delivered to a Contracting Airline (or its Associate Airline) at the Airport, a System Use Charge will not be applied. The System Use Charge, when applicable, will be assessed directly to the Non-Contracting User that owns the Fuel that has been transported through the Fuel System to such User. The Operator will be responsible to bill the Non-Contracting Users for all applicable System Use Charges and to

collect the payments on behalf of the Company. The System Use Charges will be set by the Company and may be changed from time to time. The System Use Charges will be in addition to any fee or charge imposed by the City and required to be collected by the Operator, the Company or other Person on behalf of the City.

4.6 Storage Fee. In the event that a User has Fuel delivered into the Fuel System and after sixty (60) days has not withdrawn a substantially equivalent volume of Fuel from the Fuel System, a monthly Storage Fee may be assessed by the Company for the amount of Fuel Gallons which remain in the Fuel System for longer than thirty (30) days. The Storage Fee may be assessed directly to such User. The Operator will be responsible to bill the Users for all applicable Storage Fees and to collect the payments on behalf of the Company. The Storage Fee will be established by the Company and may be changed from time to time as approved by a Majority-In-Interest. The Storage Fee will be in addition to any fee or charge imposed by the City and required to be collected by the Operator, the Company or other Person on behalf of the City.

ARTICLE 5
FUEL SUPPLY; STORAGE; DELIVERY

5.1 Fuel Suppliers. Each User may make arrangements with any Supplier or Suppliers to have Fuel transmitted through or delivered into the Fuel System, in accordance with terms and conditions consistent with the Fuel System Lease and this Interline Agreement and the documents referred to in this Interline Agreement. Each User shall have the right for each of its Suppliers to have access to the Fuel System upon execution and delivery by such Supplier (if not a Contracting Airline or its Associate Airline) of a Non-Contracting User Agreement established and approved from time to time by the Company and the continuing compliance therewith by such Supplier.

5.2 Commingling Fuel. All Fuel and Gasoline delivered to the Fuel System or off-airport storage facilities, as applicable from time to time, or GSE Facility, respectively will be commingled by type. However, if and to the extent required by the United States Customs Service or other applicable Laws, Bonded or FTZ Fuel will be commingled only with other Bonded or FTZ Fuel, respectively, and will be segregated from other Fuel and Gasoline. The Company will not be required to segregate or distinguish Fuel received for eventual delivery to a Contracting Airline or Non-Contracting User, except that, as required, Bonded or FTZ Fuel shall be handled in accordance with the then most current United States Customs Service Regulations.

5.3 Fuel Withdrawals and Storage. Each User is entitled to withdraw Fuel up to the amount that it or its Supplier has stored in the Fuel System at such time. Each User or its Supplier must have on hand in the Fuel System sufficient Fuel to cover each withdrawal by that User. The Company may establish from time to time minimum or maximum amounts of Fuel storage for each User and may consider that the historical data do not reflect reasonable anticipated withdrawals.

5.4 Shortfalls. If a User desires to withdraw a larger quantity of Fuel from the Fuel System than it then stores in the Fuel System, such User must arrange with another User or Supplier with sufficient inventory in the Fuel System to transfer the shortfall to the User. All

such transfers must be confirmed by appropriate documentation and verified by the Operator prior to delivery of the Fuel to the User.

ARTICLE 6
OPERATOR

6.1 Operator. The Company will, subject to the Fuel System Lease, select an Operator to maintain, operate and manage the Fuel System and the GSE Facility. The Operator will execute the Operating Agreement which will specify the Operator's duties, responsibilities and compensation, as well as the rights and obligations of the Company with respect to the Operator.

6.2 Responsibilities. The Operator will, inter alia, maintain, operate and manage the applicable elements of the Fuel System and the GSE Facility; will monitor and require compliance with the Fuel System Lease, this Interline Agreement, the Non-Contracting User Agreements, the Fuel System Access Agreements, any GSE Facility Access Agreements and other agreements related to the Fuel System or GSE Facility; and will invoice and collect monies applicable thereto. The Company will require the Operator to provide such bookkeeping, accounting, invoicing and reports and to perform such other services as are necessary to accomplish the requirements of this Interline Agreement and to comply with all applicable Laws.

6.3 Payments. As directed by the Company, the Operator will invoice, collect and remit each month as due the Monthly Rental Fee and any other charges, fees, costs and expenses necessary to maintain, operate and manage the Fuel System or GSE Facility. Each of the Contracting Airlines acknowledge that (a) the Operator may act for and on behalf of the Company in accounting, billing, and collecting monies and (b) at the time they become due, the Operator shall remit payments as directed by the Company of all the items included in the Total Facilities Charge.

ARTICLE 7
LIABILITY FOR FEES AND CHARGES

7.1 Total Facilities Charge. The "Total Facilities Charge" is the sum of all charges, fees, costs, expenses and liabilities incurred in relation to (i) the leasing, acquisition, development, construction, maintenance, operation, financing, refinancing and management of the Fuel System, (ii) the organization, management and operation of the Company, including any ancillary activities of the Company, (iii) Special Facilities, (iv) any other costs for or obligations (including, without limitation, environmental obligations) in respect of facilities of the Company on or off the Airport, such as additional storage facilities and pipeline costs, related to the storage and distribution of Fuel at the Airport, including without limitation, all obligations under the Fuel System Lease or any other lease agreements in respect of such facilities, and (v) the GSE Facility. The Total Facilities Charge will include, without limitation, the Total Operating Costs (including without limitation the Operator's management fee) and the Monthly Rental Fee.

7.2 Net Facilities Charge. The "Net Facilities Charge" for any month will be the Total Facilities Charge for that month, reduced by items (a), (b), (c), (d) and (e) below, to the extent that such items are collected by the Company during that month.

a. All costs and fees payable by Non-Contracting Users and Itinerant Users in any month for use of the Fuel System;

b. Costs that are determined by the Company to be related to Special Facilities. Such costs will, in accordance with Sections 3.5 and 9.3 of this Interline Agreement, be charged to and paid by only the Contracting Airlines or other Users using such Special Facilities as agreed among all such Users or, in the absence of agreement, as reasonably determined by the Fuel Committee;

c. Costs incurred (i) for the sole benefit of one or more particular User(s) or as a result of providing the GSE Facility, for the GSE Facility Users; (ii) as a result of providing fueling facilities for other products to the users thereof; or (iii) as the result of the negligence of, or damage to the Fuel System caused by, the Operator, any User or its Into-Plane Agent. Such costs will be charged to and paid by only the Persons causing such costs to be incurred;

d. Proceeds from the sale or disposition of Fuel System Capital Assets and insurance or condemnation proceeds therefrom whether payable to the Company or the Operator; and

e. Delinquent bill interest funds, other interest income and miscellaneous revenues or income.

7.3 Liability for Costs.

The Net Facilities Charge will be allocated to and paid by each Contracting Airline according to the following cost sharing formula:

a. Ten percent (10%) of the Net Facilities Charge for each month will be allocated pro rata based on then current number of Members in good standing in the Company; and

b. Ninety percent (90%) of the Net Facilities Charge for each month will be allocated pro rata based on the proportion that each Contracting Airline's Gallonage for that month bears to the total Gallonage for that month.

7.4 Extraordinary Costs. Except as provided in, and without limiting the provisions of, Section 7.2(b) of this Interline Agreement, the Company may allocate, on a reasonably equitable basis but otherwise in its discretion, Extraordinary Costs that would otherwise be part of the Net Facilities Charge on a basis other than that provided in Section 7.3 of this Interline Agreement and may instruct the Operator as to the allocation and collection thereof. In the absence of any such allocation by the Company, Extraordinary Costs shall be billed and paid as provided in Section 7.3 of this Interline Agreement.

7.5 Temporary Shut-Down. In the event that no Fuel has been delivered through the Fuel System for a period of thirty (30) consecutive days, then the Net Facilities Charge will be allocated among the Contracting Airlines on the basis of average Monthly Gallonage for the preceding twelve months ending immediately prior to the cessation of such deliveries (or, if shorter, the period that the Contracting Airline has been a User of the Fuel System).

7.6 **Invoicing**. The Company will invoice and collect the Total Facilities Charge and any other charges due each month as follows:

a. The Net Facilities Charge for that month will be allocated and billed in accordance with Section 7.3 of this Interline Agreement and collected from the Contracting Airlines;

b. All costs and fees relating to use of the Fuel System by Non-Contracting Users and Itinerant Users for that month will be billed to and collected from such Persons;

c. Costs for that month that are determined by the Company to be related to Special Facilities shall be billed to the Contracting Airline(s) or other persons or entities using such Special Facilities, except as otherwise provided in Section 9.3 of this Interline Agreement;

d. Costs incurred (i) for the sole benefit of one or more particular User(s); or (ii) as a result of providing facilities for Gasoline or other products to the user(s) thereof; or (iii) as the result of the negligence of, or damage to the Fuel System, caused by the Operator, any User or its Into-Plane Agent, will be charged to and paid by only the Persons causing such costs to be incurred;

e. Delinquent bill interest will be billed to any User which is delinquent in payments.

7.7 **Payments**.

a. Subject to the provisions of Section 7.3 of this Interline Agreement, each Contracting Airline shall make payments to the Company within the time frame set forth below and in accordance with the following:

(i) At the end of each month of actual service (the "Service Month"), the Company will invoice each Contracting Airline for its allocated share of the actual Total Facilities Charge and the Net Facilities Charge for such Service Month (the "Billing").

(ii) The amount set forth on any Billing shall be due and payable within thirty (30) days from the date of the invoice. The amount of any delinquent bill will bear interest at a rate of two percent (2%) per month (or the maximum rate permitted by law, whichever is lower), from the date such amount is due.

b. Each Contracting Airline and its Associate Airline must make payments to the Company in accordance with the terms of this Interline Agreement, with no right of setoff or counterclaim, with respect to amounts properly due and payable. In the event of the failure of any Contracting Airline or its Associate Airline to pay when due any amount owed in accordance with the terms of this Interline Agreement, and such amount is not satisfied by such defaulting Contracting Airline's Reserve Funds, each non-defaulting Contracting Airline must pay, within ten (10) days of a demand from the Company and/or invoice from the Operator authorized by the Company, its pro rata share of the amount in default, determined in accordance with the allocation set forth in Section 7.3 of this Interline Agreement, but calculated assuming that the defaulting Contracting Airline was not a Contracting Airline for the month in question. In the

event of default in the payment of any amounts due to the Company from any Contracting Airline, such defaulted amounts may be collected as provided in Article 8 of this Interline Agreement.

7.8 Non-Liability for Fuel Purchases. In no event shall the Company, the Operator or any Contracting Airline have any obligation to pay for Fuel or Gasoline, delivered to or stored in the Fuel System or GSE Facility respectively by or on behalf of any other Contracting Airline or any other User.

7.9 Reserve Funds. Subject to the provisions of Section 7.10 of this Interline Agreement, to secure the prompt payment by the Contracting Airlines of the amounts due from them each month, each Contracting Airline shall pay to the Company and at all times maintain Reserve Funds with and held by the Company equal to twice such Contracting Airline's average monthly share (calculated to include the Gallonage of any Associate Airline as described in the Gallonage definition) of the Total Facilities Charge (the "Monthly Share") as determined in accordance with Section 7.10 of this Interline Agreement for the previous twelve (12) months. Reserve Funds may be used by the Company immediately to cover any default by that Contracting Airline and/or its Associate Airline of its payment obligations under this Interline Agreement. A defaulting Contracting Airline shall not be entitled to prior notice of nor have the right to consent to any draw from its Reserve Funds, and shall immediately replenish its Reserve Funds after any draw therefrom. The Reserve Funds may be commingled with other funds of the Company and used by the Company as the Company shall determine, subject to the obligation, if applicable, to refund such Reserve Funds in accordance with the terms of this Interline Agreement. The Company may commingle each Contracting Airline's Reserve Funds into one or more accounts for investment purposes. The Reserve Funds are refundable, less deductions for defaults as provided above or any other amount due or payable by the Contracting Airline or its Associate Airline, to that Contracting Airline upon its Withdrawal Date. Each Member acknowledges and agrees that it has no ownership in or right, title or interest in the Reserve Funds or any other funds held by the Company except a claim, if any, to the net amount due and payable to such Member, if any, less all amounts owed by such Member in each case pursuant to this Interline Agreement.

7.10 Reserve Funds Amount. As of the Effective Date, each Contracting Airline's Reserve Funds will be twice its Monthly Share based upon its Gallonage (including the Gallonage of its Associate Airlines) for the most recent twelve (12) month period preceding the Effective Date for which Gallonage information is available. Thereafter, the Reserve Funds for each Contracting Airline will be adjusted annually (on a calendar year basis), or at such other times as may be directed by the Company, to equal twice its average Monthly Share (including the Gallonage of its Associate Airlines) for the previous twelve (12) months for which Gallonage information is available.

7.11 Additional Contracting Airlines-Reserve Funds. Each Additional Contracting Airline will be required to pay to the Company Reserve Funds, as of the date it becomes a party to this Interline Agreement, equal to twice its estimated Monthly Share, which estimate shall be subject to the approval of the Company. The Reserve Funds of such Additional Contracting Airline shall be subject to adjustment as provided in Section 7.10 of this Interline Agreement.

7.12 Associate Airlines. With respect to any Air Carrier certified as an Associate Airline in accordance with this Interline Agreement, all liabilities incurred by such Associate Airline related to the use of the Fuel System or otherwise owed to the Company, including but not limited to, billings under this Article 7 in relation to Fuel delivered through or stored in the Fuel System, services of the Operator or services of the Company, will be the responsibility and liability of the Contracting Airline which certified such Associate Airline. The Associate Airline shall have the same rights and obligations under Articles 4 and 5 of this Interline Agreement respecting use of the Fuel System as such Contracting Airline but shall not be a Member or a Contracting Airline. The Chairperson of the Fuel Committee will advise the Operator and the Contracting Airlines of any Air Carrier which is certified as an Associate Airline together with the name of the Contracting Airline so certifying.

ARTICLE 8
DEFAULT

8.1 Events of Default and Termination. An "Event of Default" shall exist with respect to a Contracting Airline if any one or more of the following events shall occur:

a. The failure of a Contracting Airline to pay any amount properly due as a Net Facilities Charge, Special Facilities Charge, Extraordinary Cost or otherwise hereunder as it becomes due and payable in accordance with the terms of this Interline Agreement;

b. A failure by a Contracting Airline to pay any sum as it becomes properly due and payable under any other agreement related to the Fuel System in accordance with the terms of that agreement;

c. A failure by a Contracting Airline to perform punctually and properly any covenant, agreement, obligation, term or condition contained herein;

d. Any statement, representation, or warranty by a Contracting Airline herein, or in any writing delivered to the Company or the Operator pursuant to the provisions hereof, is determined by the Company to be false, intentionally misleading, or erroneous in any material respect;

e. A Contracting Airline shall be unable to satisfy any condition specified herein as precedent to the obligation of the Contracting Airlines or the Company to continue performance hereunder;

f. There shall be an application for or the appointment of a receiver, trustee, intervener, custodian or liquidator of a Contracting Airline and such person is not removed within sixty (60) days after such application or appointment;

g. A Contracting Airline shall take or permit to be taken any action seeking relief under, or an order of relief under, or shall take any other advantage of any bankruptcy, reorganization, or other insolvency proceeding and not provide adequate assurances of the future performance of this Interline Agreement;

h. The making by a Contracting Airline of a general assignment for the benefit of creditors;

i. The entry of an order, judgment, or decree by any court of competent jurisdiction granting, with respect to a Contracting Airline, an order for relief or other order under any bankruptcy, reorganization, or other insolvency proceeding and not providing for the assumption of this Interline Agreement;

j. A Contracting Airline shall become unable to pay its debts generally as they become due or becomes insolvent;

k. The liquidation, termination or dissolution of a Contracting Airline; and/or

l. Any guaranty executed in connection herewith shall, for any reason, cease to be in full force and effect, or be declared null and void or unenforceable in whole or in part, or the validity or enforceability of any guaranty executed in connection herewith shall be challenged or denied by the guarantor executing same.

m. A Contracting Airline causes Company to be in default under the Fuel System Lease.

8.2 Consequences of Default.

a. Report to Company. If any Contracting Airline knows of an Event of Default or of facts that lead it to believe an Event of Default has occurred, then it shall use commercially reasonable efforts to immediately provide notice in writing to the Company, but absent fraud shall not be liable for failure to so notify.

b. Notice to Defaulting Contracting Airline. The Company will give notice to the defaulting Contracting Airline and any other person entitled thereto, with a copy to the City, promptly after receipt of notice from any credible source that there has been an Event of Default with respect to a Contracting Airline and grant such Contracting Airline ten (10) days in which to cure such Event of Default; provided however, no notice shall be required if any event described in Section 8.1(f) through (k) of this Interline Agreement occurs and is continuing. If such Event of Default has not been cured within the ten (10) day period, the defaulting Contracting Airline will be retroactively billed as a Non-Contracting User from the date of the Event of Default and will continue to be billed by the Company as a Non-Contracting User until one (1) month after the defaulting Contracting Airline has cured the Event of Default if, during such one (1) month period, the defaulting Contracting Airline has paid when due all monies owed the Company and has otherwise cured the Event of Default and performed all of its obligations hereunder. As an additional remedy hereunder, and in the event a defaulting Contracting Airline fails to cure an Event of Default in the time period provided for herein, the Company may terminate the defaulting Contracting Airline as a Member of the Company pursuant to the terms of the LLC Agreement, and thereupon, the defaulting Contracting Airline shall cease to be a Member and a Contracting Airline hereunder. Such defaulting Contracting Airline during the period of any Event of Default will remain subject to all obligations herein as a Contracting Airline but shall have no rights to vote as a Contracting Airline nor shall its representatives vote as Members with respect to the Company nor shall its Gallonage be counted

respecting a Majority-In-Interest or Super-Majority-In-Interest otherwise in connection with any voting. Notwithstanding anything to the contrary contained in this Interline Agreement, calculation of a Majority-In-Interest or Super-Majority-In-Interest in voting with respect to a defaulting Contracting Airline will not include the Gallonage of such defaulting Contracting Airline in the aggregate Gallonage of all Contracting Airlines nor count such defaulting Contracting Airline as a Contracting Airline. A Contracting Airline which has defaulted under this Article is not relieved of any of the responsibilities, liabilities, or obligations of a Contracting Airline hereunder because of its default.

c. Collection. The Company shall have a claim, which the Operator is authorized to pursue and collect against any defaulting Contracting Airline. Such claim may be enforced by:

(i) Terminating fueling service through the Fuel System to the defaulting Contracting Airline; and/or

(ii) Pursuing any and all other legal or equitable remedies available to the Company or, as approved by the Company, the Operator.

8.3 Reimbursement. The Contracting Airlines will be reimbursed with interest, pro rata, according to the respective amounts advanced pursuant to Section 7.7(b) of this Interline Agreement as monies are collected from the defaulting Contracting Airline. All delinquent amounts due from a defaulting Contracting Airline shall bear interest from the due date at two percent (2%) per month (or the maximum rate permitted by law, whichever is lower).

8.4 Costs. As it pertains to this Interline Agreement, a defaulting Contracting Airline will 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 the delinquent payment. Any amount due from, or owed by, a defaulting Contracting Airline hereunder may be offset against any amounts otherwise payable to the defaulting Contracting Airline by the Company.

ARTICLE 9
ACQUISITION OF IMPROVEMENTS AND ADDITIONAL FACILITIES

9.1 Financing. The Contracting Airlines will be liable as provided in this Interline Agreement for any costs associated with any improvements to the Fuel System, GSE Facility, or any Additional Facilities, excluding costs associated with Special Facilities not otherwise included in the Total Facilities Charge pursuant to Section 9.3. The Contracting Airlines will be liable as provided in this Interline Agreement for any costs associated with any information and legal opinions regarding such Contracting Airline from time to time as the Company may reasonably request in connection with the issuance of any bonds, notes or other financing, including for purposes of any initial or ongoing disclosure with respect thereto.

9.2 Additional Facilities. The Company may cause any Additional Facilities to be designed, constructed, modified, leased, purchased, acquired, financed and billed as the Company determines from time to time in accordance with the provisions of the Fuel System Lease. The costs of designing, constructing, maintaining, and financing such Additional

Facilities improvements to the Fuel System or any Additional Facilities, excluding costs associated with Special Facilities not otherwise included in the Total Facilities Charge pursuant to Section 9.3 of this Interline Agreement, will become part of the Total Facilities Charge.

9.3 Special Facilities. One or more Contracting Airlines may, with the prior written approval of the Company, and the City, to the extent required under the Fuel System Lease, construct various aircraft fueling and related facilities that may operate alone or in conjunction with the Fuel System. Any such Special Facilities will be reviewed and approved in advance by the Company and must be fully compatible with the Fuel System. The costs of designing, constructing, maintaining and financing such Special Facilities will be borne solely by those Contracting Airlines using the Special Facilities and will not become part of the Total Facilities Charge without consent of a Majority-In-Interest of the Fuel Committee.

9.4 Start-Up Costs. Subject to the limitations set forth in Section 7.3(b) of this Interline Agreement, Start-Up Costs that were incurred prior to the Effective Date shall be amortized equally over the twelve (12) months following the Effective Date, or such shorter or longer period as the Company may establish, and shall be reimbursed by all Contracting Airlines as part of the Total Facilities Charge for such twelve (12) months or shorter or longer period so established or as the Company may reallocate from time to time, including without limitation, to Additional Contracting Airlines. The Company is authorized to reimburse (together with interest at a rate per annum established by the Fuel Committee payable on the amounts reimbursed from the date advanced until paid) the Contracting Airlines and other persons who incurred such Start-Up Costs out of monies paid by the Contracting Airlines.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification. Each Contracting Airline (the "Indemnitor") shall defend, indemnify and hold harmless the Company, each of the other Contracting Airlines and their respective officers, employees, agents and contractors (collectively the "Indemnitees") against and from any and all liabilities, claims, suits, judgments, losses, damages, settlements, or costs (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising from: (i) the use of the Fuel System by the Indemnitor or its employees, agents, contractors or invitees; (ii) any activities of Indemnitor at the Airport that result in violations of any law or regulation, including without limitation, any activities that first occurred prior to the Effective Date of this Agreement; or (iii) any failure by the Indemnitor to pay for Fuel, Gasoline or any other amounts due when owed by such Indemnitor under this Interline Agreement or any other breach by the Indemnitor of this Interline Agreement or any related agreement, all except to the extent caused by the negligence or willful misconduct of the subject Indemnitee.

10.2 Defense. The Indemnitor will accept and defend all such claims and suits regardless of the merit thereof (including without limitation investigation, pleading, discovery, motions, trial and appeal) at Indemnitor's sole cost and expense, and including any settlement thereof. The Indemnitees shall cooperate in the defense as reasonably requested by the Indemnitor at the Indemnitor's expense.

10.3 Survival. Indemnitor's obligation and Indemnitees' rights under this Article shall survive the withdrawal of Indemnitor as a Contracting Airline or the termination or expiration of this Interline Agreement.

10.4 Limitation of Liability. Except as provided in this Interline Agreement, no Contracting Airline will have any liability to the Operator or to the Company arising from the provision of any services by the Operator or the Company to that Contracting Airline or to any other Contracting Airline, and each Contracting Airline hereby waives and releases any claims it may have arising from the provision of such services.

ARTICLE 11
INITIAL MEMBERS; ADDITIONAL CONTRACTING AIRLINES

11.1 Admission of Initial Members and Additional Contracting Airlines. The use of the Fuel System and the opportunity to become a Member of the Company will be open to all Air Carriers using the Airport. Admission of an Air Carrier to this Interline Agreement and the related agreements as an Initial Member or an Additional Contracting Airline will be open to all Air Carriers who are approved by the City to operate at the Airport and otherwise meet the definition of Air Carrier in this Interline Agreement.

11.2 Requirements. In order to become an Initial Member, an Air Carrier must fulfill each of the conditions specified below on or before the Initial Entry Date other than those specified in clauses (a) and (f); provided however, no Entry Fee shall be payable by any Initial Member that was a member in good standing of the ORD Fuel Committee on the date preceding the Effective Date and became an Initial Member prior to the Initial Entry Date. In order to become an Additional Contracting Airline; an Air Carrier must fulfill each of the following conditions:

a. Submit to the Company a statement of estimated Gallonage for the twelve (12) months following the requested Acceptance Date;

b. Execute a counterpart copy of the then current Interline Agreement and submit it to the Company;

c. Execute a counterpart copy of the then current LLC Agreement and submit it to the Company and otherwise satisfy the applicable requirements in order to become a Member of the Company;

d. Pay any required minimum capital contribution and an Entry Fee or Late Entry Fee, if any, as established by the Company from time to time;

e. Pay Reserve Funds in the amount determined in accordance with Section 7.11 of this Interline Agreement; and

f. Provide evidence that it is or will be operating at the Airport, together with all legal opinions and information, if any, required by the Company pursuant to Section 9.1 hereof.

11.3 Procedure for Admission. Any Air Carrier that wishes to become an Additional Contracting Airline should give written notice to the Company. The notice must include: (i) written evidence of approval by the City to operate at the Airport; (ii) a statement of estimated Monthly Gallonage for the twelve (12) month period following the requested Acceptance Date; and (iii) the requested Acceptance Date. If the material submitted is found by the Company to comply with this Article 11, then the requesting Air Carrier will be provided copies of the Fuel System Lease, this Interline Agreement and the LLC Agreement, a statement setting forth the Entry Fee, if any, the Late Entry Fee, if any, a statement setting forth the Reserve Funds amount, and such other documents for signature as may reasonably be required. If all submissions are in order, the requesting Air Carrier will, upon execution of this Interline Agreement and the LLC Agreement, upon payment of the Reserve Funds amount, and fulfillment of all other requirements in Section 11.2 of this Interline Agreement become an Additional Contracting Airline on the Acceptance Date, and, thereafter will have the same rights and obligations under this Interline Agreement as all other Contracting Airlines.

11.4 Acceptance Date. The Acceptance Date shall be retroactive to the Effective Date for any Initial Member satisfying the requirements of this Article 11 on or prior to the Initial Entry Date. Unless otherwise specified by the Fuel Committee, the Acceptance Date for any other Additional Contracting Airline will be the first day of the month (commencing at 12:01 a.m. local time at the Airport) after notification to the Additional Contracting Airline of receipt by the Company of all required documents and payments.

11.5 Gallonage. For purposes of computing a Majority-In-Interest and Super-Majority-In-Interest for the twelve (12) months following the Acceptance Date, the Monthly Gallonage of an Additional Contracting Airline will be the greater of: (i) the estimated Monthly Gallonage as submitted pursuant to Section 11.2 of this Interline Agreement; or (ii) the actual Monthly Gallonage for the previous month, where available, multiplied by twelve.

11.6 Admission; Billing. If an Air Carrier providing service to the Airport on the Effective Date makes a written request to become a Contracting Airline, then it may become a Contracting Airline, subject to compliance with the provisions of this Article 11. During the period from the Effective Date through the Initial Entry Date, any Air Carrier providing service to the Airport that is a member in good standing of the ORD Fuel Committee on the date preceding the Effective Date shall continue to be billed as if a Contracting Airline through the Initial Entry Date but shall be subject to retroactive billing at the non-member rate applicable during such period if the Air Carrier fails to satisfy the requirements to become a Contracting Airline on or before the Initial Entry Date. During the period from the Effective Date through the Initial Entry Date, any Air Carrier providing service to the Airport that is not a member in good standing of the ORD Fuel Committee on the date preceding the Effective Date shall be billed at the non-member rate applicable during such period but shall be entitled to a refund for the amounts paid by it in excess of the amounts that it otherwise would have paid if it had been a Contracting Airline during the period if the Air Carrier satisfies the requirements to become a Contracting Airline on or before the Initial Entry Date.

11.7 Special Admission. Any Air Carrier not providing service to the Airport on the Effective Date shall be offered the opportunity to become a Contracting Airline and may be admitted as a Contracting Airline after commencing operations at the Airport, subject to

complying with the provisions of this Article 11. Any such Air Carrier joining on or before the later of (a) the Initial Entry Date or (b) ninety (90) days of commencing operations at the Airport shall be treated as a Non-Contracting User until the Acceptance Date for such Air Carrier; provided, however, that such Air Carrier has complied with all requirements for status as a Non-Contracting User including execution of a Non-Contracting User Agreement. From and after the Acceptance Date, the Additional Contracting Airline shall be treated as a Contracting Airline and shall be entitled to a refund for the amounts paid by it in excess of the amounts that it otherwise would have paid if it had been a Contracting Airline during the period from the commencement of operations at the Airport until the Acceptance Date, provided that such period shall not be longer than the later of (a) one hundred eighty (180) days from the Effective Date or (b) ninety (90) days of commencing operations at the Airport. If an Air Carrier fails to satisfy all requirements in order to be admitted as a Contracting Airline on or before the later of (a) the Initial Entry Date (as such period may be adjusted by the Fuel Committee from time to time) or (b) ninety (90) days after commencing operations at the Airport (as such period may be adjusted by the Fuel Committee from time to time), such Air Carrier shall be subject to a Late Entry Fee in an amount not less than $100,000.00 (as may be adjusted by the Fuel Committee from time to time).

ARTICLE 12
WITHDRAWAL

12.1 Procedure for Withdrawal.

a. Any Contracting Airline shall be allowed to withdraw from this Interline Agreement subject to compliance with the applicable provisions of this Interline Agreement and no Contracting Airline shall otherwise be allowed to withdraw from this Interline Agreement except with the approval of the Company. Any Contracting Airline shall, in order to withdraw from this Interline Agreement, give notice to the Company of its intention to do so at least sixty (60) days in advance of the Withdrawal Date, which date shall be the last day of a calendar month.

b. Any Contracting Airline which desires to withdraw from this Interline Agreement shall remain fully liable for all of its obligations hereunder and shall pay its share of all liabilities accruing up to and including the Withdrawal Date.

12.2 Liabilities and Credits of Withdrawing Airlines. Notwithstanding a Contracting Airline's withdrawal from this Interline Agreement in compliance with Section 12.1 of this Interline Agreement, such Withdrawing Airline shall in any event thereafter continue to be liable under this Interline Agreement for:

a. all past, present and future obligations to the extent that such obligations are attributable to a period of time prior to the Withdrawal Date for such Withdrawing Airline; and

b. if all Contracting Airlines have withdrawn from this Interline Agreement, then each Person that has been a Contracting Airline at any point during the five-year period preceding such withdrawal shall be liable for obligations of the Company incurred prior to

withdrawal of all Contracting Airlines, including, without limitation, all obligations under the Fuel System Lease, to the extent such person's aggregate Gallonage during such five-year period bears to the total of all of such Persons' aggregate Gallonage during such five-year period, and the provisions of Section 7.7 of this Interline Agreement shall be applicable in the event of a default in the payment of any amounts due to the Company under this Interline Agreement with respect to one or more of such Contracting Airlines.

12.3 Limitation. Notwithstanding the foregoing, no Contracting Airlines shall withdraw from this Interline Agreement:

a. during any period of time when the Fuel System is shut down or inoperative for any reason; or

b. if a default exists or by reason of such withdrawal would exist under (a) this Agreement; (b) the Fuel System Lease; or (c) any trust indenture or any documents utilized in connection with financing any improvements to the Fuel System.

12.4 Withdrawal of Inventory. On or before the Withdrawal Date, the Withdrawing Airline shall make arrangements for the transfer or withdrawal of all Fuel or Gasoline owned by such Withdrawing Airline remaining in the Fuel System or GSE Facility, respectively. The Company may impose storage fees with respect to any Fuel or Gasoline owned by the Withdrawing Airline remaining in the Fuel System or GSE Facility after the Withdrawal Date.

12.5 Termination. Upon payment of all amounts payable by the Withdrawing Airline and satisfaction of all obligations of the Withdrawing Airline hereunder, this Interline Agreement shall terminate as to the Withdrawing Airline only. The amounts in the Reserve Funds of the Withdrawing Airline shall be returned to it, net of any required deductions or setoffs, within sixty (60) days after the Withdrawal Date.

12.6 Termination of Membership. Subject to the obligations and requirements of this Article 12, a Contracting Airline shall be deemed to have withdrawn from the Interline Agreement as of the date it ceases to be a Member.

ARTICLE 13
TERMINATION

13.1 Termination of the Fuel System Lease. If the Fuel System Lease is terminated or expires, this Interline Agreement may, subject to Section 2.07(d) of the Fuel System Lease, be terminated at any time by the Contracting Airlines which constitute a Majority-In-Interest; provided, however, that in no event may this Interline Agreement be terminated for any reason if: (a) any obligations are outstanding in respect of indebtedness of the Company for borrowed money, or (b) any obligations or claims are outstanding under the Fuel System Lease, except as otherwise provided therein. Upon the termination of this Interline Agreement pursuant to this Article, the allocation of the Monthly Rental Fee and all other expenses and revenues shall be as provided for in Section 7.3 of this Interline Agreement.

13.2 Survival of Certain Provisions. The payment, indemnity, liability and third-party beneficiary provisions set forth in Articles 7 and 10, and Sections 12.2, 14.7 and 14.8 of this Interline Agreement shall survive the termination of this Interline Agreement.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 Covenant to Sign Documents. Each Contracting Airline covenants, on behalf of itself, its successors and assigns, to execute, with acknowledgment or affidavit if required, any and all documents, agreements and writings, including any documents or agreements relating to any continuing disclosure obligations of each Contracting Airline with respect to any financing, and to provide any legal opinions that may be necessary or expedient in the implementation of this Interline Agreement and the purchase, construction, modification, leasing, financing and operation of the Fuel System as contemplated by this Interline Agreement.

14.2 Headings. The titles and headings of the various articles and sections herein are intended solely for convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions herein.

14.3 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, but not limited to, reasonable attorneys' fees.

14.4 Notices. Any notice, consent or approval required or delivered under this Interline Agreement must, unless otherwise stated herein, be given: (a) by teletype, facsimile or electronic mail; or (b) by oral communication by telephone or in person, followed promptly by additional notice by teletype, telegram, cable, facsimile, electronic mail, hand-delivered writing, or prepaid certified first class mail return receipt requested (air mail if international) to the Contracting Airline at the address set forth below its signature and to the Company at the following addresses or at such other address as shall be designated by a party in a written notice to each other party complying as to delivery with the terms of this Section 14.4, in each case with a copy to the Chairperson of the Fuel Committee:

Company: ORD FUEL COMPANY, LLC
Attn: Christine Wang, Fuel Committee Chairperson
Sr. Manager, Fuel Operations
4333 Amon Carter Blvd. Mail Drop 5659
Fort Worth, TX 76155
Phone: (817) 963-2734
christine.wang@aa.com

with a copy to:

Maxi C. Lyons
Sherman & Howard LLC
633 17th Street, Suite 3000
Denver, Colorado 80202
Phone: (303) 299-8328
Fax: (303) 298-0940
mlyons@shermanhoward.com

with a copy to: Operator at its designated address.

Notices sent by certified first class mail shall be deemed received on the date of delivery as indicated on the return receipt. Any notice or other communication dispatched or given by teletype, facsimile, electronic mail or delivered orally or personally shall be deemed to have been received on the date dispatched or given or on the first business day thereafter if dispatch is made on a non-business day generally recognized as such in the State of Illinois.

14.5 Counterparts. This Interline Agreement may be executed in any number of counterparts and by the Company and the various Contracting Airlines or Additional Contracting Airlines on separate counterparts and all of which taken together constitute one and the same instrument. A signed counterpart is as binding as an original.

14.6 Applicable Law. This Interline Agreement is to be governed by and construed under the laws of the State of Delaware, U.S.A. The parties consent to the jurisdiction of the courts of the State of Delaware or the federal courts located within the State of Delaware and waive any claim of lack of jurisdiction or forum non conveniens.

14.7 City's Right to Recover City System Costs. The parties to this Interline Agreement acknowledge and agree that, in the event the City is unable to recover City System Costs through the City Cost Recovery Charge as provided for in the Fuel System Lease, the City shall have the right to recover from Air Carriers now or in the future, any or all City System Costs associated with the System or otherwise associated with the Fuel System Lease through the landing fees or other fees or rents charged to individual Air Carriers for the use of Airport airfield and terminals under the Airport Use and Lease Agreement, a similar agreement with Air Carriers or an ordinance. In no event shall the City be entitled to recovery of duplicative City System Costs.

14.8 Intended Third Party Beneficiary. It is the intent of the parties to this Interline Agreement that the City shall be deemed a third party beneficiary for purposes of enforcing obligations under this Interline Agreement.

14.9 Not a Partnership. Neither this Interline Agreement nor the relationship of the Contracting Airlines as a consequence of their membership in the Company and the operation of the Fuel System creates a partnership, joint venture or agency relationship between the parties to

this Interline Agreement. No Contracting Airline may commit any other Contracting Airline or the Company to any debt or obligation of any type whatsoever other than as provided herein, in the LLC Agreement or in other documents signed by or binding on a Contracting Airline or the Company.

14.10 Amendments. This Interline Agreement may be amended or modified in accordance with the Fuel System Lease and subject to the following:

a. Except as provided in subsection (b), an amendment will be effective only if evidenced by a writing which sets forth the text of the amendment and is signed by the Company and a Majority-In-Interest of Contracting Airlines approving of the amendment.

b. Each party hereto, by execution of a counterpart of this Interline Agreement, consents to the addition of other Contracting Airlines from time to time pursuant to Article 11 of this Interline Agreement and the withdrawal of other Contracting Airlines from time to time pursuant to Article 12 of this Interline Agreement.

14.11 Assignment. The rights and obligations of any Contracting Airline hereunder may not be assigned or transferred in any way, except to a transferee of such Contracting Airline's Interest in the Company. Subject to the foregoing restriction on assignment, the obligations hereunder are binding on the successors and assigns of each Contracting Airline. The Company may assign its rights hereunder if approved by a Majority-In-Interest of Contracting Airlines, including in connection with the issuance of any financing by the Company. In connection with any such assignment so approved, each of the Contracting Airlines consents to the pledge, collateral assignment and grant of security interests of the Company's rights under, and claims against each of the Contracting Airlines pursuant to, this Interline Agreement.

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

14.13 Entire Agreement. This Interline Agreement represents the parties' entire agreement with respect to the subject matter hereof. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Interline Agreement.

14.14 Severability. If any provision of this Interline Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void against the Company or one or more Contracting Airlines (including without limitation in the event of a bankruptcy of any Contracting Airline), 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 (i) this Interline Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by law, and (ii) the remainder of this Interline Agreement shall remain in full force and effect.

14.15 Limitation of Rights. Nothing in this Interline Agreement expressed or implied is intended or shall be construed to give to any person other than the Company and the Contracting Airlines any legal or equitable right, remedy or claim under or in respect of this

Interline Agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company and the Contracting Airlines. Notwithstanding the foregoing, each Contracting Airline expressly authorizes the Company to assign its rights under this Interline Agreement and provide third-party beneficiary rights to enforce this Interline Agreement to any lender, trustee or other applicable party in connection with the incurrence by the Company of indebtedness for borrowed money.

14.16 Transfer of Funds. Each of the Contracting Airlines agrees that all reserve deposits or other excess funds previously held by Operator and otherwise owed by Operator to such Contracting Airline shall be applied by Operator to the Reserve Funds required from such Contracting Airline pursuant to this Interline Agreement.

14.17 Subordination to Fuel System Lease. In the event of any conflict between this Interline Agreement and the Fuel System Lease, the Fuel System Lease shall govern.

*****

IN WITNESS WHEREOF, the Company and each of the Contracting Airlines hereto has caused a counterpart of this Interline Agreement to be executed as of the day and year first above written.

COMPANY:

ORD FUEL COMPANY, LLC, a Delaware limited liability company

By:_____
Name: Christine Wang
Title: Chairperson, Fuel Committee

SIGNATURE PAGE TO Chicago O'Hare International Airport Fuel System Interline Agreement:

[CONTRACTING AIRLINE]

_____,
a corporation organized under the laws of
_____

By:_____
Name: _____
Title: _____

Address for Notices:

Acceptance Date:_____

EXHIBIT J

LLC AGREEMENT

See attached.

EXHIBIT J

LIMITED LIABILITY COMPANY AGREEMENT

OF

ORD FUEL COMPANY, LLC

a Delaware limited liability company

TABLE OF CONTENTS

LIMITED LIABILITY COMPANY AGREEMENT

OF
ORD FUEL COMPANY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of ORD FUEL COMPANY, LLC (the "Company" (as defined below)) is made as of _____, 2018, by and among the Persons executing this Agreement and otherwise satisfying the requirements to be an initial Member on or before October 31, 2018 (the "Initial Members") and the Persons who become Members of the Company in accordance with the provisions hereof, all of whose names are as set forth on the execution pages hereof and Schedule A hereto, as amended from time to time.

WHEREAS, the Initial Members desire to form a limited liability company to lease, construct, develop or otherwise acquire and to operate and maintain facilities for storage and delivery of Fuel (as defined below) at the Airport (as defined below) for the mutual benefit of its Members; and

WHEREAS, the Members desire to set forth in this Agreement the material provisions of their mutual undertaking as the Members of the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Definitions**. Unless the context otherwise requires, the terms defined in this Article 1 shall, for the purposes of this Agreement, have the meanings herein specified.

"**Acceptance Date**" has the meaning set forth in Section 12.3 of this Agreement.

"**Additional Members**" has the meaning set forth in Section 12.1 of this Agreement.

"**Affiliate**" means with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Limited Liability Company Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"**Air Carrier**" means any "air carrier," "foreign air carrier" or "air cargo carrier" certified by the Federal Aviation Administration and which is operating at the Airport.

"Airport" means Chicago O'Hare International Airport located in Chicago, Illinois, U.S.A.

"Associate Airline" shall mean an Air Carrier as to which a Member has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the System.

"**Capital Account**" means, with respect to any Member, the aggregate amount of money as determined pursuant to Article 4 hereof with respect to such Member's Interest.

"**Capital Contribution**" means, with respect to any Member, the aggregate amount of money contributed to the Company pursuant to Article 4 below with respect to such Member's Interest.

"**Certificate**" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"**Chairperson**" means the chairperson of the Fuel Committee appointed by the Fuel Committee in accordance with Section 6.1(m) of this Agreement.

"**City**" means the City of Chicago, located in 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 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 Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"**Company**" means ORD Fuel Company LLC, the limited liability company formed and continued under and pursuant to the Delaware Act and this Agreement.

"**Contracting Airline**" means an Air Carrier that is a party to the Interline Agreement and is a Member of the Company, including any Additional Contracting Airline.

"**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 Company or any of its Affiliates, or any representatives on the Fuel Committee or members of the Executive Committee.

"**Delaware Act**" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time.

"**Executive Committee**" means the committee established by the Fuel Committee pursuant to Section 6.2 of this Agreement.

"**Fiscal Year**" means (a) the period commencing upon the formation of the Company and ending on December 31, 2017, and (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31.

"**Fuel**" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) or any other quality specifications established by the Fuel Committee from time to time.

"**Fuel Committee**" means the committee established to manage the Company pursuant to Section 6.1 of this Agreement.

"**Fuel System**" means, collectively, all Fuel receipt, storage, transmission, delivery and dispensing systems, as described in the Fuel System Lease and the exhibits thereto, and related facilities, fixtures, equipment and other real and personal property located at the Airport or otherwise that are leased, acquired, or controlled by the Company pursuant to the Fuel System Lease.

"**Fuel System Lease**" the Fuel System Lease Agreement, and all exhibits thereto, made and entered into on the countersignature date by the City with effect from and after the Effective Date (as defined in therein) by and between the City and the Company, as amended, supplemented or otherwise modified from time to time, by which the City grants possession and right of use of the Fuel System and GSE Facility to the Company.

"**Gallon**" means a U.S. gallon.

"**Gallonage**" means the total number of Gallons of Fuel delivered into the aircraft of a Contracting Airline at the Airport during the relevant period; provided, however, that any Associate Airline shall be billed at the same rate as such Contracting Airline and its Gallonage shall be considered part of the Gallonage of such Contracting Airline. The Gallonage of each Contracting Airline shall be the total of all Fuel delivered into the aircraft of such Contracting Airline, and into the aircraft of any Associate Airline, at the Airport regardless of whether the Fuel System was used for any part of such delivery.

"**Gasoline**" means automotive fuel, including diesel, which complies with the quality specifications established by the Company from time to time.

"**Gasoline Facility**" means collectively automotive gasoline storage and delivery system and related facilities and appendages operated by the Company pursuant to the Interline Agreement for the purpose of fueling vehicles related to the servicing of aircraft.

"**Initial Members**" has the meaning set forth in the first paragraph of this Agreement.

"**Interest**" means a Member's membership interest in the Company in accordance with the provisions of this Agreement and the Delaware Act.

"**Interline Agreement**" means the Interline Agreement, in the form attached to the Fuel System Lease as Exhibit I, among the Company and the Contracting Airlines (as defined therein) pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to the Fuel System Lease and other expenses associated with the Company, the Fuel System and the Gasoline Facility, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Laws**" include all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

"**Majority-In-Interest**" means, with respect to a vote for or against any matter arising under or related to this Agreement or the Interline Agreement, those Members, or their respective Fuel Committee representatives, as the case may be, that collectively constitute or represent, as the case may be:

a. the lesser of either (i) six or more Members or Fuel Committee representatives; or (ii) more than fifty percent (50%) in number of the Members or Fuel Committee representatives, as the case may be, and

b. except as otherwise provided in Section 12.4 of this Agreement, in the aggregate, sixty percent (60%) of the total Gallonage for the twelve (12) months prior to the month in which such vote is taken,

excluding in both subparts (a) and (b) above each Member then in default under this Agreement or the Interline Agreement and such Member's Fuel Committee representative. Notwithstanding the inclusion in Gallonage of a Member of Fuel delivered into one or more of its Associate Airlines as provided in the definition of Gallonage, such Member shall be entitled to only a single vote when the number of Members is the basis for any vote but will be entitled to vote the aggregate Gallonage of such Member and its Associate Airlines when Gallonage is the basis for any vote.

"**Member**" means each of the Initial Members and includes any Person admitted as an Additional Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company, and "Members" means two (2) or more of such Persons when acting in

their capacities as members of the Company. For purposes of the Delaware Act, the Members shall constitute one (1) class or group of members.

"**Monthly Gallonage**" means the Gallonage of a Contracting Airline for the previous calendar month or the average monthly Gallonage of the Contracting Airline during the preceding twelve (12) months, whichever is greater.

"**Person**" or "**person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, governmental body, or other legal entity or organization.

"**Super Majority-In-Interest**" means, with respect to a vote for or against any matter arising under or related to this Agreement or the Interline Agreement, those Members, or their respective Fuel Committee representatives, as the case may be, that collectively constitute or represent, as the case may be:

a. the lesser of either (i) twelve or more Members or Fuel Committee representatives; or (ii) more than seventy-five percent (75%) in number of the Members or Fuel Committee representatives, as the case may be, and

b. except as otherwise provided in Section 12.4, in the aggregate, seventy-five percent (75%) of the total Gallonage for the twelve (12) months prior to the month in which such vote is taken;

excluding in both subparts (a) and (b) above each Member then in default under this Agreement or the Interline Agreement and such member's Fuel Committee representative. Notwithstanding the inclusion in Gallonage of a Member of Fuel delivered into one or more of its Associate Airlines as provided in the definition of Gallonage, such Member shall be entitled to only a single vote when the number of Members is the basis for any vote but will be entitled to vote the aggregate Gallonage of such Member and its Associate Airlines when Gallonage is the basis for any vote.

"**Vice Chairperson**" means the vice chairperson of the Fuel Committee, if any, appointed by the Fuel Committee in accordance with Section 6.1(m) below.

"**Withdrawing Member**" has the meaning set forth in Section 5.9 below.

1.2 **Article and Section Headings, Gender and References, Etc.**. The headings and sub-headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. 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 Agreement as a whole and not to any particular article, section, subdivision or clause hereof. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. 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; 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; and references to a Person includes such Person's successors and permitted assigns. For purposes of this Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
FORMATION AND TERM

2.1 **Formation**. The Members hereby form the Company as a limited liability company under and pursuant to the provisions of the Delaware Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Delaware Act, except as otherwise provided herein. Upon the execution of this Agreement or a counterpart of this Agreement and satisfaction of the other requirements set forth in Article 12, the Initial Members shall be deemed admitted as Members of the Company. Maxi C. Lyons, as an authorized person within the meaning of the Delaware Act, shall execute, deliver and file (or cause to be filed) the Certificate for the Company with the Delaware Secretary of State.

2.2 **Name**. The name of the Company formed hereby is "ORD Fuel Company LLC." The business of the Company may be conducted, upon compliance with all applicable laws, under any other name designated by a Majority-In-Interest.

2.3 **Term**. The term of the Company shall commence on the date the Certificate is filed in the office of the Secretary of State of the State of Delaware and the Company shall have perpetual existence, unless the Company is dissolved in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of its Certificate.

2.4 **Registered Agent and Office**. The name and address of the agent for service of process for the Company (a) in Delaware shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808; and (b) in Illinois shall be Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, Illinois 62703. The Chairperson shall have the authority to remove and replace any of the Company's agents for service of process at any time. The Company shall contract with each Company agent for service of process to provide to the Company copies of all summons and other legal processes served upon such statutory agent for service of process.

2.5 **Principal Place of Business**. The principal place of business of the Company shall be at or near the Airport. At any time, a Majority-In-Interest may change the location of the Company's principal place of business.

2.6 **Qualification in Other Jurisdictions**. The Members shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes, foreign entity statutes, or similar laws in any jurisdiction in which the Company transacts business as required by such laws. The Chairperson or Vice Chairperson, if any, as an authorized person within the meaning of the Delaware Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE 3
PURPOSES AND POWERS OF THE COMPANY

3.1 **Purposes**.

a. The Company is formed for the object and purposes of, and the nature of the business to be conducted and promoted by the Company is (a) to lease, finance, construct, develop, acquire and operate a fuel distribution and storage facility at the Airport for the mutual benefit of its Members; (b) to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act; and (c) to engage in any and all legal activities necessary, related, convenient, desirable or incidental to the foregoing, including, without limitation, acquiring, holding, managing, operating and disposing of interests in real and personal property.

b. In fulfilling its functions, the Company shall not operate to derive a financial profit from providing services to Members or non-Members. To this end, monies received by the Company from its Members for ordinary operations, whether such monies are received pursuant to this Agreement or the Interline Agreement, shall be sufficient only to fulfill the Members' obligations resulting from the Company's ordinary operations, including without limitation any obligations under the Fuel System Lease. Any amounts received for ordinary operations, whether such monies are received pursuant to this Agreement or the Interline Agreement, which are in excess of the Members' obligations for ordinary operations shall be refunded to the Members annually or at such other time or times as the Fuel Committee may determine either (at the sole discretion of the Fuel Committee) in cash or through a credit to the Members pursuant to the Interline Agreement. Monies received by the Company from its Members for extraordinary items, such as capital improvements, whether such monies are received pursuant to this Agreement or the Interline Agreement, shall be sufficient only to fund the cost of such extraordinary items, and any excess shall be refunded to the Members annually either (at the sole discretion of the Fuel Committee) in cash or through a credit to the Members pursuant to the Interline Agreement.

3.2 **Powers of the Company**. The Company 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, but not limited to, the power, authority and authorization:

a. to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Delaware Act 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 Company;

b. to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property and loans secured by such real and personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

c. to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

d. to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereof), or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

e. to lend money for its proper purpose, to invest and reinvest its funds, to take and hold real and personal property for the payment of funds so loaned or invested;

f. to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

g. to appoint employees, officers and agents of the Company, establish their offices and titles, and define their power, authority and duties and fix their compensation;

h. to indemnify any Person in accordance with the Delaware Act and to obtain any and all types of insurance;

i. to cease its activities and cancel its Certificate;

j. 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 of the Company;

k. 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 Company;

l. to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

m. to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

3.3 **Merger of the Company**. The Company may merge with, or consolidate or convert into, another Delaware limited liability company or other business entity (as defined in Section 18-209(a) of the Delaware Act), as permitted under the Delaware Act, upon the approval of a Super Majority-In-Interest.

ARTICLE 4
CAPITAL CONTRIBUTIONS, INTERESTS AND CAPITAL ACCOUNTS

4.1 **Members**. The name and mailing address of each Member and the amount contributed to the capital by each Member of the Company shall be listed on Schedule A attached hereto. The Chairperson shall update Schedule A from time to time as necessary to accurately reflect the information therein. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

4.2 **Capital Contributions**.

a. Concurrently with becoming a Member, each Member must contribute to the capital of the Company the amount of One Thousand Dollars ($1,000), as such amount may be increased or decreased from time to time upon the vote of a Super Majority-In-Interest. In the event of such an increase or decrease, each new Member shall pay the new amount as its initial Capital Contribution to the Company and each existing Member shall make an additional Capital Contribution equal to the difference between the new amount and the aggregate amount previously contributed (in the event of an increase) or, subject to the limitations in Section 4.4, shall receive a distribution of such difference (in the event of a decrease).

b. Except as provided in Section 4.2(a) of this Agreement, no Member shall be required to make any additional Capital Contribution to the Company. Notwithstanding the foregoing or Section 11.1 of this Agreement or any other provision of this Agreement, each Member shall be obligated to make all payments due and payable by such Member as a Contracting Airline under, and to perform all obligations of such Member as a Contracting Airline pursuant to, the terms of the Interline Agreement.

4.3 **Member's Interest**. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property.

4.4 **Status of Capital Contributions**.

a. Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be, but shall not be obligated to be, returned to it, in whole or in part, in the event of the withdrawal of a Member or otherwise; provided, however, that return of any part or all of a Capital Contribution shall be made only with the consent of a Super Majority-In-Interest and only if the return of all or a part of such Capital Contribution will not cause the Company to be in default under the Fuel System Lease. Any such returns of Capital Contributions shall be made to all Members pro rata or as otherwise determined by a Super Majority-In-Interest. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made hereunder if such distribution would violate applicable state law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

b. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account balance, as the case may be, or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, representative on the Fuel Committee, Chairperson or Vice Chairperson, except as otherwise specifically provided in this Agreement.

c. Except as otherwise provided herein and by the Delaware Act, the Members shall be liable only to make their Capital Contributions pursuant to Section 4.2 of this Agreement, and, except pursuant to and as provided in the Interline Agreement, no Member shall be required to lend any funds to the Company or, after a Member's Capital Contribution has been fully paid pursuant to Section 4.2 of this Agreement (as such Capital Contribution amount may be increased or decreased from time to time pursuant to Section 4.2 of this Agreement), to make any additional capital contributions to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

4.5 **Capital Accounts**. An individual Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be maintained in accordance with the following provisions:

a. to such Member's Capital Account there shall be credited such Member's Capital Contributions; and

b. to such Member's Capital Account there shall be debited the amount of cash and the fair market value of property distributed by the Company to such Member as a return of capital pursuant to this Agreement (net of liabilities secured by such distributed property which the Member assumes or takes subject to); provided, however, that no debit shall be made in respect of any amounts paid or credited to a Member as a Contracting Airline solely pursuant to and in accordance with the Interline Agreement.

The Members acknowledge and agree that, because the Company will be treated as a corporation for federal and applicable state income tax purposes, the Members will not have separate capital accounts as they would if the Company were treated as a tax partnership. Therefore, in lieu of having separate capital accounts under the partnership tax rules, each Member will have a separate Capital Account maintained in the manner set forth above.

ARTICLE 5
MEMBERS

5.1 **Powers of Members**. 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 Agreement and the Delaware Act.

5.2 **Reimbursements**. Subject to approval of a Majority-In-Interest, the Company shall reimburse a Covered Person for all ordinary and necessary out-of-pocket expenses incurred by any such party on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or return of capital to any Member.

5.3 **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 Company's property.

5.4 **Transfer Void**. A Member shall not sell, assign, transfer, pledge or otherwise dispose of or encumber (collectively, for purposes of this Article 5, a "transfer") all or any part of its Interest in the Company to any Person unless a Majority-In-Interest (excluding the Member making such transfer) shall give their prior written consent to such transfer. A Majority-In-Interest (excluding the Member making such transfer) may only approve such a transfer to a Person who is concurrently becoming a Member and a party to the Interline Agreement.

5.5 **Exception for Transfer to Subsidiary or in Connection with Merger or Sale of Assets**. Notwithstanding Section 5.4 of this Agreement, a Member may transfer all or any part of its Interest in the Company, without first obtaining consent required pursuant to Section 5.4, to a subsidiary of such Member, or an entity which is 100% under common control with such Member, or to another entity with which such Member merges, into which such Member consolidates, or to which such Member sells all or substantially all of its assets if the transferee is concurrently becoming a Member and a party to the Interline Agreement; provided, however, that if such subsidiary or other corporation is not a Member of the Company immediately prior to the time of transfer, upon transfer, the transferring Member's Interest will be consolidated with the transferee's Interest and deemed one Interest in the Company.

5.6 **Termination as Member upon Default**. Upon the occurrence of any of the following events: (a) default by a Member in the performance of its obligations under this Agreement, (b) the occurrence of an Event of Default by a Member as a Contracting Airline under the Interline Agreement, or (c) any bankruptcy event specified in Section 18-304 of the Delaware Act with respect to a Member, the Company shall have the right to terminate the Interest of such Member in the Company, effective as of a date specified by the Company by written notice to such Member; provided however, no notice shall be required if any event described in Section 8.1(f) through (k) of the Interline Agreement occurs and is continuing. From and after the occurrence of any of the events specified in (a) through (c) above, such Member shall have no rights to vote as a Member, nor shall its representative have any right to vote on the Fuel Committee or the Executive Committee, and such Member's Gallonage shall not be counted, individually or as part of aggregate Gallonage, respecting a Majority-In-Interest, a 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 Company unless the Company elects to terminate such Member's interest in the Company. Unless and until such Member ceases to be a Member of the Company, such Member shall not be relieved of any of the responsibilities, liabilities or obligations of a Member hereunder because of the occurrence of any of the events specified in (a) through (c) above, and 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 Company and thereafter to the extent provided in the Interline Agreement.

5.7 **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 common control of one or more other Members), the Company shall have the right to terminate or consolidate Interests such that no Member owns, directly or through common 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 Company and thereafter to the extent provided in the Interline Agreement.

5.8 **Company's Inability to Terminate**. In the event that the Company has a right to terminate a Member or a Member's Interest pursuant to this Article 5, but is not lawfully permitted to do so, the Company may deliver written notice of such inability to the Member whose status as a Member or Interest in the Company would otherwise terminate whereupon all of such Member's Interest shall become a nonvoting Interest, and such Member shall not be entitled to vote as a Member or have its representative on the Fuel Committee or the Executive Committee vote in such capacity, until such time as the Company is lawfully 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 Company and thereafter to the extent provided in the Interline Agreement.

5.9 **Withdrawal**. If a Member (the "Withdrawing Member") satisfies all of the conditions precedent to withdrawing as a Contracting Airline, as set forth in the Interline Agreement, the Withdrawing Member shall be deemed to concurrently withdraw as a Member of the Company. A Withdrawing Member shall remain liable for all of its obligations hereunder arising up to and including the effective date of its withdrawal as a Member of the Company and as a party to the Interline Agreement and thereafter to the extent provided in the Interline Agreement.

5.10 **Limitation on Withdrawal**. No Member shall have any right or power to withdraw or resign as a Member of the Company or from this Agreement, nor may the Company terminate such Member's Interest in the Company, under any of the circumstances set forth in Section 12.3 of the Interline Agreement.

ARTICLE 6
MANAGEMENT

6.1 **Management of the Company**. For the management of the business and for the conduct of the affairs of the Company, and in further definition and not in limitation of the powers of the Company, it is further provided that:

a. Fuel Committee. The business and affairs of the Company shall be managed by or under the direction of a Fuel Committee composed of one representative appointed by each Member. Each Member's Fuel Committee representative shall be a regular salaried employee of such Member unless the Fuel Committee approves, in its sole discretion, appointment of a representative who is not a regular salaried employee of such Member. The Fuel Committee shall function in the manner set forth in this Article 6. The Fuel Committee shall have the power and authority, acting in accordance with the procedures of this Article 6, 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 this Agreement, including all powers, statutory or otherwise, possessed by managers and/or members of a limited liability company under the laws of the State of Delaware. The Fuel Committee shall in no event have any authority greater than the Members or be authorized to take any actions which the Members could not take.

b. Powers. Subject to any other provisions of this Agreement to the contrary, the Fuel Committee shall establish policy and make all decisions relating to the Company, including without limitation, the planning, financing, installation, construction, expansion, contraction and the establishment of standards for the operation, maintenance and management of the Company, the Fuel System and the Gasoline Facility. The Fuel Committee shall manage all agreements to which the Company is a party and enforce the rights of the Company and the obligations of the other parties to all agreements to which the Company is a party. The Fuel Committee may act on all matters that are referred to in this Agreement or in the Interline Agreement to be done or approved by, as applicable, (i) a Majority-In-Interest of the representatives on the Fuel Committee; (ii) a Super Majority-In-Interest of the representatives on the Fuel Committee; (iii) a Majority-In-Interest of the Members; or (iv) a Super Majority-In-Interest of the Members. Unless otherwise specified in this Agreement or the Interline Agreement, any action of the Fuel Committee may be taken if approved by a Majority-In-Interest of the representatives on the Fuel Committee.

c. Meetings. Meetings of the Fuel Committee shall be held at such time and place as determined by the Chairperson of the Fuel Committee or requested by Fuel Committee representatives representing at least forty percent (40%) of the Gallonage of all Members for the twelve (12) months prior to the month in which the vote is taken.

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

e. Action Without Meeting. Any action of the Fuel Committee may be taken without a meeting if representatives on the Fuel Committee constituting a Majority-In-Interest, Super Majority-In-Interest or all of the representatives on the Fuel Committee, as applicable to the subject action, consent in writing to such action after solicitations of such written consents have been provided to all representatives on the Fuel Committee by teletype, facsimile, electronic mail or letter. All written consent or consents shall be filed with the minutes of the proceedings of the Fuel Committee. Any such solicitation may state that consent shall be deemed given if no response is received by a deadline set forth in the notice, which deadline must provide for not less than seven (7) calendar days to respond.

f. Notice. All notices of meetings of the Fuel Committee must be received by the representatives at least five (5) calendar days prior to the meeting. "Business day" means any day other than Saturday, Sunday, or legal holidays in the State of Illinois. Notices sent by certified mail shall be deemed received on the date of delivery as indicated on the return receipt; notices sent by telegram, telecopy, facsimile, electronic mail or telex 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.

g. Waiver of Notice in Emergency. In case of an emergency related to the Fuel System or the Gasoline Facility, the Chairperson has the power to call a meeting of the Members without notice as required in Section 6.1(f) of this Agreement; provided, however, that the Chairperson uses his or her reasonable efforts to give notice by teletype, facsimile or electronic mail.

h. Form of Notice. The notice of any meeting of the Fuel Committee shall be directed to the place and in the manner set forth in Section 14.1 of this Agreement.

i. Quorum. A quorum consists of representatives on the Fuel Committee, or their alternates or assigned proxies, representing a Majority-In-Interest of the representatives on the Fuel Committee.

j. Voting. Any action of the Fuel Committee shall be effective if made at a properly called meeting at which a quorum is present (in person or by proxy) and upon the affirmative voice or hand vote of a Majority-In-Interest of the representatives on the Fuel Committee present (in person or by proxy) or such other percentage of the Fuel Committee as may be specifically provided for in this Agreement for a particular action.

k. Fuel Committee Representatives and Alternates. Subject to the requirements of Section 6.1(a) of this Agreement, a Member may, by written notice to the Chairperson, change at any time the Fuel Committee representative designated by such Member. Subject to the requirements of Section 6.1(a) of this Agreement, each Member may designate by written notice to the Chairperson one or more alternate representatives of the Fuel Committee who shall, if attending a Fuel Committee meeting in the absence of the designated representative, have the full authority to vote and speak for the designating Member; provided however, that only one such alternate representative may exercise the Member's rights at any meeting.

l. Proxies. A Fuel Committee representative of a Member may give to any other Fuel Committee representative of another Member a proxy, in writing, provided that the Chairperson or Vice Chairperson, if presiding, of the Fuel Committee 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 Fuel Committee Chairperson or Vice Chairperson, if presiding, prior to the Fuel Committee meeting.

m. Chairperson. A Majority-In-Interest of the representatives on the Fuel Committee shall elect a Chairperson and may elect a Vice Chairperson from among its representatives. The Chairperson shall preside at all meetings of the Fuel Committee and in his or her absence the Vice Chairperson, if any, shall preside. In the absence of both the Chairperson and the Vice Chairperson, if any, a meeting Chairperson may be elected by a Majority-In-Interest of the representatives on the Fuel Committee in attendance at the meeting. The Chairperson (or Vice Chairperson, if any, if the Chairperson is unavailable) shall have the power and authority to authorize single expenditures by and on behalf of the Company of One Hundred Thousand Dollars ($100,000) or less without the approval of the Fuel Committee.

n. Waiver of Notice. Any meeting of the Fuel Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be valid as though such meeting were duly called, noticed and held after regular call and proper notice if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the representatives on the Fuel Committee entitled to vote, that was not present in person or by proxy, and did not receive proper notice signs: (i) a written waiver of notice; (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 of the Fuel Committee.

o. Chairperson to Execute Contracts. Each Member hereby authorizes and empowers the Chairperson (or the Vice Chairperson, if any, if the Chairperson is unavailable) to execute and deliver, for and on behalf of the Fuel Committee and the Company, the Interline Agreement, the Fuel System Lease and all documents contemplated therein, amendments and counterparts to this Agreement accepting Additional Members, and/or any construction contracts, service agreements, financing arrangements, guaranties and related agreements, or other contracts authorized by a Majority-In-Interest of the representatives on the Fuel Committee in accordance with the terms of this Agreement. Except as specifically provided for otherwise, amendments to this Agreement shall be binding upon the Members when executed by a Majority-In-Interest, respectively, or by the Chairperson of the Fuel Committee upon written consent of such Majority-In-Interest.

6.2 **Executive Committee.**

a. Committee. An Executive Committee may be established by a Majority-In-Interest of the representatives on the Fuel Committee consisting of the Chairperson, who shall also serve as chairperson of the Executive Committee, and a maximum of six (6) other Fuel Committee representatives elected by the Fuel Committee. The term of the members of the Executive Committee shall be until their successors are elected, unless removed by a Majority-In-Interest of the representatives on the Fuel Committee.

b. Authority. The Executive Committee, subject to control of the Fuel Committee, may be delegated responsibility for the day-to-day management and operation of the Company, the Fuel System and the Gasoline Facility. It may perform such other duties as are delegated and assigned to the Executive Committee from time to time by the Fuel Committee. The Executive Committee shall have the power and authority to authorize single expenditures by and on behalf of the Company of Two Hundred and Fifty Thousand Dollars ($250,000) or less without the approval of the Fuel Committee. The Executive Committee shall in no event have any authority greater than the Fuel Committee or be authorized to take any actions which the Fuel Committee could not take.

c. Quorum and Voting. A quorum for the transaction of business at a regular or special meeting of the Executive Committee shall consist of members of the Executive Committee constituting at least two-thirds of the members of such Executive Committee. The act of at least two-thirds of the members of the Executive Committee shall constitute the act of the Executive Committee.

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

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

f. Waiver of Notice. Any meeting of the Executive Committee, however called and noticed and whenever held, and the transaction of business at such meeting, shall be valid as though such meeting were 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.

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

6.3 **Members' Consent**. Each of the Members, in its separate capacities as a party hereto and as a Contracting Airline under the Interline Agreement, by signing this Agreement and the Interline Agreement, specifically consents to the authority given herein to the Fuel Committee, the Executive Committee, if any, and the Chairperson and Vice Chairperson, if any, and hereby certifies (and upon request of the Company shall promptly deliver further assurance of its certification) that the Persons designated from time to time by such Member as a representative on the Fuel Committee are duly authorized to act for and on behalf of such Member.

6.4 **Member Relationship and Member Authority**. Neither this Agreement nor the Interline Agreement nor the relationship of the Members as a consequence of their participation in the Company, this Agreement or the Interline Agreement shall create a partnership, joint venture or agency relationship between the parties to this Agreement or the Interline Agreement other than as otherwise may be the case under the Delaware Act. No Member shall have power or authority to bind the Company, and no Member may commit any other Member or the Company to any debt or obligation of any type whatsoever other than as specifically provided in and pursuant to the procedures set forth in this Agreement or in other documents signed by or binding on such other Member or the Company, as applicable.

ARTICLE 7
AMENDMENTS AND MEETINGS

7.1 **Amendments**. Except as otherwise expressly indicated herein, this Agreement may be amended only with the written consent of a Majority-In-Interest of the Members. Except as otherwise expressly indicated herein, 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 Company and the requisite Members approving the amendment. Each party hereto, by execution of this Agreement, consents to the admission, after the date of execution of this Agreement, of other Members from time to time pursuant to Article 12 of this Agreement without any amendment to this Agreement or any consent of the other Members.

7.2 **Meetings of the Members**.

a. Meetings of the Members may be called at any time by the Chairperson or Members representing not less than forty percent (40%) of the total Gallonage delivered to the Members during the most recent full twelve-month period. Notice of any meeting, stating the time, place and purpose thereof, shall be given to all Members not less than five (5) calendar days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

b. The Members, by the vote of a Majority-In-Interest of the Members of those present at a meeting at which a quorum of Members is present, shall establish all other provisions relating to meetings of Members, including without limitation the establishment of a record date or any other matter with respect to the conduct of the meeting or exercise of any right to vote such meeting. A Majority-in-Interest of the Members, in person or by proxy, shall constitute a quorum at any meeting of the Members. Business may be conducted once a quorum is present.

c. Except as expressly indicated herein, the Company may take any action contemplated by this Agreement as approved by the written consent of all of the Members. In addition, any action contemplated by this Agreement, including any action required to be taken at any meeting of Members, or any action which may be taken at any meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (i) signed and dated by the requisite number

of Members that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted, and (ii) delivered to the Company within ninety (90) calendar days of the earliest dated consent by delivery to the Company's principal place of business, or to an officer or agent of the Company having custody of the book in which proceedings of meetings of Members are recorded.

d. A complete list of Members entitled to vote at any meeting of Members, arranged in alphabetical order showing the address of each such Member and the name of its representative on the Fuel Committee, shall be made available to any Member upon request.

e. Any meeting of Members, however called and noticed and whenever held, and the transaction of business at such meeting shall be valid as though such meeting were duly called, noticed and held after regular call and proper notice if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members entitled to vote that was not present in person or by proxy, and did not receive proper notice, signs (i) a written waiver of notice; (ii) a consent to the holding of the meeting; or (iii) an approval of the minutes thereof. All such waivers, consents and approvals shall be made a part of the minutes of the meetings of the Members.

f. Members may participate in a meeting of the Members through use of a conference telephone or similar communication equipment as long as all Members participating in such meeting can hear one another.

ARTICLE 8
TAX MATTERS

8.1 **Tax Election**. The Company will elect to be treated as an association taxable as a corporation for United States federal income tax purposes, pursuant to Treas. Reg. Section 301.7701-3(a). This election will be made by timely filing a properly completed federal form 8832 with the Internal Revenue Service indicating that the Company will be taxed as a corporation from the date of inception.

ARTICLE 9
DISTRIBUTIONS

9.1 **Distribution Rules**. All distributions pursuant to this Agreement shall be at such times and in such amounts as shall be determined by a Majority-In-Interest of the Members; provided, however, that nothing in this Agreement shall affect or alter any payments under or distributions pursuant to the Fuel System Lease or the Interline Agreement.

9.2 **Limitations on Distribution**. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its Interest if such distribution would violate Section 18-607 of the Delaware Act or other applicable law.

ARTICLE 10
BOOKS AND RECORDS

10.1 **Books, Records and Financial Statements.**

a. At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and collected and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company 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 Chairperson shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Chairperson shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

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

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

ARTICLE 11
LIABILITY, EXCULPATION AND INDEMNIFICATION

11.1 **Liability**.

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

b. To the fullest extent permitted by applicable law, a Member, in its capacity as Member, shall have no liability in excess of (i) the amount of its unpaid Capital Contributions, (ii) the amount of any distributions wrongfully distributed to it, (iii) any other obligations expressly set forth in this Agreement, or (iv) any obligations or liabilities expressly set forth in the Interline Agreement.

11.2 **Exculpation**.

a. No Covered Person shall be liable to the Company 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 Company or as a representative on the Fuel Committee or a member of the Executive Committee and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by or pursuant to this Agreement or as a representative on the Fuel Committee or a member of the Executive Committee, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

b. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company 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 Company or such Covered Person, including, without limitation, 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.

11.3 **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 Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement and, to the fullest extent permitted by law, shall not be liable for monetary damages for breach of any such duties. Duties (including without limitation, fiduciary duties and default principles of fiduciary duty) and liabilities, whether existing at law or in equity, of Covered Persons, are hereby disclaimed and restricted to the fullest extent permitted by law. The parties hereby agree that the provisions of this Agreement that disclaim and 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 disclaim, replace and restrict such other duties and liabilities of such Covered Person.

11.4 **Indemnification**. To the fullest extent permitted by applicable law a Covered Person shall be entitled to indemnification from the Company 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 Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this 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 gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 11.4 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof. The Company may enter into indemnity agreements with Covered Persons and such other Persons as a Majority-In-Interest of the representatives on the Fuel Committee shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the

funding of obligations under Section 11.5 of this Agreement and containing such other procedures regarding the indemnification as are appropriate.

11.5 **Expenses**. To the fullest extent permitted by applicable law, expenses (including legal fees and costs) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall be advanced by the Company from time to time prior to the final disposition of such claim, demand, action, suit or proceeding upon request therefore by such Covered Person and receipt by the Company 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 11.4 of this Agreement.

11.6 **Insurance**. The Company may purchase and maintain insurance, to the extent and in such amounts as a Majority-In-Interest of the representatives on the Fuel Committee may, in its sole discretion, deem reasonable, on behalf of Covered Persons and such other Persons as a Majority-In-Interest of the representatives on the Fuel Committee may determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or indemnitees hereunder, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

11.7 **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 Company, and the Company and the Members shall have no rights by virtue of this 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 Company, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, 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.

ARTICLE 12
INITIAL MEMBERS AND ADDITIONAL MEMBERS

12.1 **Admission of Initial Members and Additional Members**.

a. Eligibility. All Air Carriers shall be eligible to become Members of the Company, subject to compliance with the requirements of this Agreement and satisfaction of all requirements for admission as a party to the Interline Agreement. Subject to the foregoing, the Company is authorized to admit any Person as an Initial Member or as an additional member of the Company (each, an "Additional Member" and collectively, the "Additional Members"). By execution of this Agreement, each Member represents and warrants to the Company and other Members that it is acquiring its Interest in the Company solely for its own account and not with a view to distribution, transfer or assignment thereof and that it understands and consents to its Interest being subject to the restrictions imposed by law and this Agreement.

b. Requirements. In order to become an Initial Member or an Additional Member, an Air Carrier must fulfill each of the following conditions:

i. Satisfy all requirements set forth in Section 11.2 of the Interline Agreement in order to become a party to the Interline Agreement other than the requirement of becoming a Member in the Company;

ii. Execute a counterpart copy of this Agreement and submit it to the Company; and

iii. Pay to the Company an amount equal to the Capital Contribution amount required from each Member pursuant to Section 4.2(a) of this Agreement.

12.2 **Procedure for Admission of Additional Members**. Any Air Carrier that wishes to become an Additional Member must give written notice to the Company. The notice must include: (a) written evidence of approval by the City to operate at the Airport; and (b) evidence of compliance with Section 12.1(b)(i) of this Agreement. If the material submitted is found by the Chairperson to comply with this Article 12, then the requesting Air Carrier shall be provided a counterpart copy of this Agreement, a statement of the amount of the required capital contribution as provided in Section 12.1(b)(iii) of this Agreement, and such other documents for signature as may reasonably be required by the Company. If all submissions are in order, the requesting Air Carrier shall, upon execution of this Agreement and payment of the required Capital Contribution, become a Member as of the acceptance date provided in Section 12.3 of this Agreement and, thereafter, shall have the same rights and obligations under this Agreement as all other Members.

12.3 **Acceptance Date**. The acceptance date for any Additional Member shall be the first day of the calendar month (commencing at 12:01 a.m. Airport time) (the "Acceptance Date") commencing after the date of notification by the Company to such Additional Member of receipt of all required signed documents and payments.

12.4 **Gallonage**. For purposes of computing a Majority-In-Interest and Super Majority-In-Interest, for the first twelve (12) months following the Acceptance Date, the Gallonage of an Additional Member shall be the greater of: (a) the estimated Gallonage for the twelve (12) months following the Acceptance Date, as submitted pursuant to Section 11.2 of the Interline Agreement; or (b) an amount equal to the actual monthly Gallonage for the previous month, where available, multiplied by twelve.

ARTICLE 13
DISSOLUTION, LIQUIDATION AND TERMINATION

13.1 **No Dissolution**. The Company shall not be dissolved by and the Company 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 (or any other event except as set forth in Section 13.2 of this Agreement): 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 Company; or the bankruptcy, insolvency or dissolution of one or more Members.

13.2 **Events Causing Dissolution**. The Company 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 all Members to such dissolution; or

b. the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

13.3 **Liquidation**. Upon dissolution of the Company, the Members shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company 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 Company, including the City and Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for distributions to Members and former Members under Section 18-601 or Section 18-604 of the Delaware Act; and

b. to the Members pro rata in accordance with their respective Capital Account balances, to reduce such Capital Account balances to zero; and

c. after the foregoing distributions, any remaining balance as follows: 10% per capita among the Members and the remaining 90% according to the proportion that each Member's Gallonage bears to the total of all then existing Members' Gallonage, with Gallonage determined as the aggregate amount of Gallonage for the five (5) years immediately preceding the month of such distribution (or such shorter period of actual operation of the Company). Notwithstanding the foregoing, there shall be set off against the amount otherwise distributable to any Member any and all amounts owed to the Company by such Member.

13.4 **Termination**. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 13 and the Certificate shall have been canceled in the manner required by the Delaware Act.

13.5 **Claims of the Members**. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions in accordance with Section 13.3 of this Agreement, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE 14
MISCELLANEOUS

14.1 **Notices**. Any notice, consent or approval required or delivered under this Agreement must, unless otherwise stated herein, be given: (a) by teletype or facsimile with confirmation of receipt; or (b) by electronic mail or by oral communication by telephone or in person; or (c) by courier or certified first class mail, to the Member opposite its name on Schedule A attached hereto, and to the Company at the following addresses or at such other address as shall be designated by a party in a written notice to each other party complying as to delivery with the terms of this Section 14.1 of this Agreement, in each case with a copy to the Chairperson:

Company: ORD FUEL COMPANY, LLC
Attn: Christine Wang, Fuel Committee Chairperson
c/o American Airlines
4333 Amon Carter Blvd., MD 5223
Ft. Worth, TX 76155
United States of America
Tel: (817) 963-2734
Fax: (817) 963-2033
Email: Christine.Wang@aa.com

with a copy to: Maxi C. Lyons
Sherman & Howard LLC
633 17th Street, Suite 3000
Denver, Colorado 80202
Tel: (303) 299-8328
Fax: (303) 298-0940
Email: mlyons@shermanhoward.com

Notices sent by courier or certified first class mail shall be deemed received on the date of delivery as indicated on the return receipt; notices sent by telegram, telecopy, electronic mail, facsimile, or telex 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 and if confirmation back is received.

14.2 **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 Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.3 **Cumulative Remedies**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.4 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

14.5 **Severability**. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14.6 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

14.7 **Integration**. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Agreement.

14.8 **Governing Law**. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

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

14.10 **Subordination to Fuel System Lease**. In the event of any conflict between this Agreement and the Fuel System Lease, the Fuel System Lease shall govern.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF, the party or parties hereto have executed this Limited Liability Company Agreement as of the date first above stated.

ORD FUEL COMPANY, LLC
a Delaware limited liability company

By:_____
Christine Wang
Chairperson, Fuel Committee

IN WITNESS WHEREOF, the party or parties hereto have executed this Limited Liability Company Agreement as of the date first above stated.

MEMBER:

_____,
a corporation organized under the laws of
_____

By:_____
Name: _____
Title:_____

Member Address for Notices:

_____
_____
_____
_____

IN WITNESS WHEREOF, the party or parties hereto have executed this Agreement as of the date first above stated.

ADDITIONAL MEMBER:

_____

a corporation organized under the laws of

_____

By:_____

Name: _____

Title:_____

Member Address for Notices:

_____

_____

_____

ACCEPTANCE DATE
FOR ADDITIONAL MEMBER:

_____

SCHEDULE A

MEMBER INFORMATION

Name and Address of the Members	Initial Capital Contributions	Number of Interests
American Airlines 4333 Amon Carter Blvd., MD 5223 Ft. Worth, TX 76155 United States of America Contact: Christine Wang Phone: (817) 963-2734 Fax: (817) 963-2033 Email: Christine.Wang@aa.com	$1,000	1
Delta Air Lines, Inc. Department 857 1030 Delta Blvd. Atlanta, GA 30354 Contact: Kevin Lager Phone: (404) 773-1332 Fax: (404) 773-2802 Kevin.Lager@delta.com	$1,000	1
United Airlines, Inc. Willis Tower – HDQFJ – 14th Floor 233 S. Wacker Drive Chicago, IL 60606 Contact: Reuben Raina Phone: Fax: Reuben.Raina@uafc.net	$1,000	1

EXHIBIT K

SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT

See attached.

EXHIBIT K

CHICAGO O'HARE INTERNATIONAL AIRPORT FUEL SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT

by and between

ORD FUEL COMPANY LLC

and

AIRCRAFT SERVICE INTERNATIONAL, INC.

EFFECTIVE AS OF _____, 2018

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CHICAGO O'HARE INTERNATIONAL AIRPORT
MAINTENANCE, OPERATION AND
MANAGEMENT SERVICES AGREEMENT

THIS MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT (the "Agreement"), is entered into effective as of the ____ day of _____, 2018, by and between AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation (the "Operator"), and ORD FUEL COMPANY LLC, a Delaware limited liability company ("ORD Fuel").

RECITALS

A. The City owns and operates the Chicago O'Hare International Airport, located in Cook County in the State of Illinois ("Airport") with the power to lease premises and facilities and to grant rights and privileges with respect thereto.

B. Pursuant to the Fuel System Lease, ORD Fuel has a leasehold interest in certain demised premises and rights of way upon and in which are situated an aviation fuel storage and distribution system consisting of certain equipment, pipelines, related fixtures and other real and personal property for the storage, transportation, distribution, dispensing and supply of Fuel at the Airport for the fueling of aircraft and Gasoline for the vehicles servicing aircraft; and (ii) ORD Fuel may appoint an Operator to operate the Fuel System.

C. Operator is an aviation service corporation authorized to do business at the Airport with the ability to provide the operation and maintenance services required hereby, as well as provide certain ancillary services.

D. ORD Fuel desires to engage Operator to maintain, operate and manage the Fuel System on behalf of ORD Fuel and to provide management services to ORD Fuel.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, Operator and ORD Fuel agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

Section 1.01 Definitions.

"**Acceptance Date**" means the date on which an Air Carrier becomes an Additional Contracting Airline pursuant to the Interline Agreement of ORD Fuel.

"**Additional Contracting Airline**" means an Air Carrier that becomes a party to the Interline Agreement after the Initial Entry Date, as defined in and pursuant to, the Interline Agreement of ORD Fuel.

"**Agreement**" has the meaning set forth in the preamble.

"**Air Carrier**" means any "air carrier" or "foreign air carrier" or "air cargo carrier" certified by the Federal Aviation Administration and which is operating at the Airport.

"**Airport**" means the Chicago O'Hare International Airport located in the City of Chicago, Illinois.

"**Associate Airline**" shall mean an Air Carrier as to which a Member has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the Fuel System.

"**AOA**" has the meaning set forth in Section 9.01(b).

"**Bonded or FTZ Fuel**" means Fuel which is produced outside the United States of America, or in a foreign trade zone, remains segregated to the extent required by the United States Customs Service or other applicable Laws, is boarded on Aircraft in the conduct of a foreign trade and otherwise meets the requirements and definitions as determined and regulated by the Department of the Treasury United States Customs Service.

"**Capital Costs**" means those costs defined as costs approved and designated as capital costs by ORD Fuel.

"**Chairperson**" means the Chairperson of the Fuel Committee appointed in accordance with the LLC Agreement.

"**City**" means City of Chicago, located in the State of Illinois.

"**Company**" has the meaning set forth in the first paragraph of this Agreement.

"**Company Indemnitee**" has the meaning set forth in Section 9.01(a).

"**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.

"**Contracting Airline**" means an Air Carrier that is a party to the Interline Agreement and is a Member of the Company, including any Additional Contracting Airline.

"**Duty**" has the meaning set forth in Section 9.01(b).

"**Effective Date**" has the meaning set forth in the first paragraph of this Agreement.

"**Environmental Laws**" means all Federal, state, or local Laws, including statutes, ordinances, codes, rules, Airport guidance documents, written directives, plans and policies of general applicability, permits, regulations, licenses, authorizations, orders, or injunctions which pertain to health, safety, any Hazardous Substances or Other Regulated Materials, 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 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. Section 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. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 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 MWRD; the Municipal Code of the City of Chicago; any rules, regulations or orders issued by the Illinois Office of the State Fire Marshall; 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.

"**Event of Default**" has the meaning set forth in Section 11.01.

"**Extraordinary Cost**" means a non-recurring expenditure or obligation of ORD Fuel that: (i) is not a part of the normal and regular ongoing expense of leasing and operating the Fuel System; and (ii) the cost of which is recovered in a manner and over a period determined by ORD Fuel. Extraordinary Cost will not include the obligation of non-defaulting Contracting Airlines to lend funds in the event of a default.

"**Fuel**" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) or any other quality specifications established by the Company from time to time.

"**Fuel Committee**" means the committee established in accordance with the LLC Agreement to manage ORD Fuel.

"**Fuel System**" means, collectively, the elements of the Fuel receipt, storage, transmission, delivery and dispensing systems and related facilities, fixtures, equipment and other real and personal property located on or off the Airport or otherwise that are leased, acquired, or controlled by ORD Fuel pursuant to the Fuel System Lease or otherwise.

"**Fuel System Access Agreement**" means an agreement, in the form attached to the Fuel System Lease as Exhibit L, between ORD Fuel and a Person to allow certain defined privileges and limited access to the Fuel System by the Person for the purpose of providing into-plane services to Users, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Fuel System Capital Asset**" means the apparatus or equipment acquired by the Operator from time to time upon written direction from ORD Fuel for use in connection with the Fuel System.

"**Fuel System Lease**" means that certain Fuel System Lease Agreement made and entered in into as of the ____ day of _____, 2018 by and between the City and ORD Fuel, and all other leases, easements, rights-of-way, and other agreements, as amended from time to time, by which the City grants possession and right of use of all or portions of the Fuel System to ORD Fuel.

"**Gallon**" means a U.S. gallon.

"**Gallonage**" means the total number of Gallons of Fuel delivered into the aircraft of a Contracting Airlines at the Airport during the relevant period. The Gallonage of each Contracting Airlines shall be the total of all Fuel delivered into the aircraft of such Contracting Airlines at the Airport regardless of whether the Fuel System was used for any part of such delivery.

"**Gasoline**" means automotive fuel, including diesel, which complies with the quality specifications established by ORD Fuel from time to time.

"**Gasoline Facility**" means collectively ground equipment fuel storage and delivery system and related facilities and appendages, if any, operated by ORD Fuel for the purpose of fueling ground equipment related to the servicing of aircraft.

"**Gasoline Facility Access Agreement**" means an agreement, in the form attached to the Fuel System Lease as Exhibit N, between ORD Fuel and another Person to allow access to or use of the Gasoline Facility, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Gasoline Facility User**" means a Person which has executed the then-current Gasoline Facility Access Agreement, if any, and is permitted to withdraw Gasoline from the Gasoline Facility, if any.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Industry Standards" means the customary industry management practices applicable to the construction, maintenance, and operation of Fuel and Gasoline storage and distribution systems at the majority of large hub airports in the United States, including, but not limited to, those issued by the National Fire Protection Association, Airlines For America, American Petroleum Institute and the FAA, to the extent such management practices issued by such institutions are specifically applicable to Fuel or Gasoline storage and distributions systems located at large hub airports in the United States similar to the Airport..

"**Interline Agreement**" means the written agreement (and all amendments and modifications thereto) among ORD Fuel and the Contracting Airlines, pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to the Fuel System

Lease and other expenses of ORD Fuel, including without limitation, those associated with the Fuel System, in the form approved as provided in the Fuel System Lease.

"**Into-Plane Service Provider**" means any Person that (a) executes a Fuel System Access Agreement; and (b) obtains all necessary approvals and permits from the City to perform into-plane fueling services for Users at the Airport.

"**Itinerant User**" means any Person who takes delivery of Fuel from the Fuel System, whether or not an Air Carrier, and who is not a Contracting Airline, Associate Airline or a Non-Contracting User.

"**Laws**" include, but are not limited to, all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

"**LLC Agreement**" means the limited liability company agreement for ORD Fuel, in the form attached to the Fuel System Lease as Exhibit I, as amended from time to time.

"**Management Fee**" has the meaning set forth in Section 4.01 of this Agreement.

"**Member**" means each Contracting Airline having a membership in ORD Fuel.

"**Monthly Share**" has the meaning set forth in the Interline Agreement.

"**Non-Contracting User**" means any Person that has executed a Non-Contracting User Agreement.

"**Non-Contracting User Agreement**" means an agreement, in the form attached to the Fuel System Lease as Exhibit M, by and between ORD Fuel and any Person other than a Contracting Airline or Associate Airline that desires to use the Fuel System for storage and throughput of Fuel, as such agreement is amended from time to time, subject to the City's approval pursuant to the Fuel System Lease.

"**Operator**" has the meaning set forth in the preamble.

"**Operations Manual**" has the meaning set forth in Section 3.01(e).

"**ORD Fuel Indemnitee**" has the meaning set forth in Section 9.01(a).

"**Other Products**" means any other material stored in or put through the Fuel System for use in connection with the operation of aircraft or ground equipment.

"**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.

"**Person**" or "**person**" includes any natural person, firm, partnership, corporation, limited liability company, governmental body or other legal entity.

"**Premises**" has the meaning set forth in the Fuel System Lease.

"**Reimbursable Direct Costs**" has the meaning set forth in Section 4.01(a) of this Agreement.

"**Reimbursable Indirect Costs**" has the meaning set forth in Section 4.01(b) of this Agreement.

"**Reserve Funds**" means, with respect to each Contracting Airline and Non-Contracting User, the account required to be established pursuant to the Interline Agreement or the Non-Contracting User Agreement, as applicable.

"**Services**" has the meaning set forth in Section 3.01.

"**Special Facilities**" means any facilities that ORD Fuel determines are necessary for the receipt, storage, or delivery of Fuel or Other Products but are used by less than all of the Contracting Airlines and are designated Special Facilities by the Fuel Committee.

"**Storage Fee**" means the fee imposed by the Fuel Committee on a Non-Contracting User or Contracting Airline for the storage of Fuel in the Fuel System as provided in the Non-Contracting User Agreement and as set forth in Sections 12.05 and 13.02 of this Agreement.

"**Subsequent Agreement**" has the meaning set forth in Section 2.02.

"**Superior Agreement**" has the meaning set forth in Section 2.02.

"**Supplier**" means any Person who or which has an agreement with any User for the sale and supply of Fuel or Gasoline at the Airport; provided however, use of the Fuel System for storage or throughput of Fuel or Gasoline by any Person that is not a Contracting Airline shall be subject to compliance with requirements for accessing the Fuel System as established by ORD Fuel, and provided further that all Suppliers must obtain any required approvals, permits, and necessary permissions from the City to operate at or access the Airport.

"**System Use Charge**" means the charge or charges established from time to time by ORD Fuel to be paid to the Operator for the credit of the Contracting Airlines for each and every Gallon of Fuel put through any part of the Fuel System for the benefit of any Person other than a Contracting Airline or its designated Associate Airline.

"**Total Facilities Charge**" has the meaning set forth in the Interline Agreement.

"**Total Operating Costs**" has the meaning set forth in Section 4.01.

"**User**" means any Contracting Airline, Associate Airline, Non-Contracting User or Itinerant User.

"**Vehicles**" has the meaning set forth in Section 9.01(b).

"**Waste**" includes 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.

Section 1.02 Article and Section Headings, Gender and References, Etc.. 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 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; 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; and references to a Person includes such Person's successors and permitted assigns. For purposes of this Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
APPOINTMENT OF OPERATOR

Section 2.01 Appointment to Maintain and Operate Fuel System. From and after the Effective Date, ORD Fuel hereby appoints the Operator to perform services as described in Article 3 below in connection with the maintenance, operation and management of the Fuel System and the Gasoline Facility, if any, and Operator hereby accepts such appointment on the terms and conditions set forth herein. Subject to the terms and conditions of this Agreement, the Fuel System Lease and other relevant Superior Agreements and Subsequent Agreements (as defined below), from and after the Effective Date, ORD Fuel hereby authorizes Operator, insofar as it may lawfully do so and insofar as is necessary and appropriate for the Operator to perform services in accordance with this Agreement, to have full access to the Fuel System and to use such of the rights, easements and licenses granted by the City to ORD Fuel for the Fuel System under the Fuel System Lease or under any separate agreement as may be necessary or desirable to provide said services. Operator shall not use the Fuel System or any access rights provided

under this Agreement for any purpose other than as specified in this Agreement and the Fuel System Lease.

Section 2.02 Agreement Subject to Other Agreements. This Agreement is subject to all of the terms and conditions applicable to ORD Fuel as lessee and/or the Operator under the Fuel System Lease and the Interline Agreement (collectively, the "Superior Agreements"), any trust agreement or other financing documents and any other agreements between the City and/or ORD Fuel with respect to use and lease of the Fuel System (each a "Subsequent Agreement") and any amendments or replacements of the Superior Agreements or any Subsequent Agreement, and in the event of any conflict between this Agreement and a Superior Agreement, Subsequent Agreement or an amendment or replacement of a Superior Agreement or Subsequent Agreement, the terms of the Superior Agreement, Subsequent Agreement and/or amendment or replacement thereto shall prevail; provided however, by its execution of this Agreement Operator shall not become or be deemed to be a party to any of the Superior Agreements or Subsequent Agreements, or to undertake any of the financial obligations of ORD Fuel under or pursuant to any thereof. As between the Superior Agreements, the Fuel System Lease shall prevail over the Interline Agreement. ORD Fuel has furnished to Operator copies of the Superior Agreements and will furnish to Operator copies of all Subsequent Agreements and amendments and replacements of any Superior Agreement and any Subsequent Agreement promptly as they become effective but the failure of ORD Fuel to so furnish such copies shall not be a default by ORD Fuel under this Agreement. ORD Fuel has furnished to Operator copies of the Superior Agreements and will furnish to Operator copies of all Subsequent Agreements and amendments and replacements of any Superior Agreement and any Subsequent Agreement promptly as they become effective but ORD Fuel's failure to so furnish such copies shall not be a default by ORD Fuel under this Agreement.

ARTICLE 3
SERVICES

Section 3.01 Services. From and after the Effective Date, Operator shall provide all labor, materials, supplies, equipment and tools to maintain and operate the elements of the Fuel System and to perform management and administrative services related to the Fuel System as required under the Fuel System Lease and/or this Agreement (the "Services") on a cost reimbursable basis as further defined in, and subject to the limitations of, Article 4. The Services shall include, but shall not be limited to the following:

(a) The Operator shall maintain, repair, replace, calibrate, and inspect the Fuel System and the Gasoline Facility, if any, including, without limitation, all future improvements and additions thereto, and all ground equipment and equipment used by the Operator, in order to keep the Fuel System and the Gasoline Facility, if any: (i) in good, safe, and efficient operating condition and repair; (ii) in sanitary and sightly condition; (iii) in compliance with the obligations of the Fuel System Lease, the LLC Agreement, the Interline Agreement and the Superior Agreements and any Subsequent Agreement; (iv) in compliance with all applicable Laws, including Environmental Laws, and Industry Standards, and (v) in compliance with all directives and applicable rules established by ORD Fuel or the City. Without limiting the generality of the foregoing, in accordance with ATA 103 and applicable federal, state, and local Laws, Operator shall maintain detailed records of inspections of the Fuel System that

demonstrate there are no leaks in the pipelines that are a part of the Fuel System, that the system is cathodically protected, and that fuel is not present in vaults containing vents, drains, valves, or any other subsurface features of the Fuel System;

(b) On a scheduled basis, the Operator shall inspect or cause to be inspected the equipment of each User or its Into-Plane Service Provider to ensure that: (i) such equipment is compatible with the safe and efficient operation of the Fuel System and the Gasoline Facility, if any; and (ii) metering devices on such equipment are accurate and compatible with such devices used by Operator, ORD Fuel and the Contracting Airlines;

(c) The Operator shall prepare analysis, recommendations, cost estimates and studies for matters such as safety and the maintenance and repair of the Fuel System to aid ORD Fuel in evaluating the relative advantages and disadvantages of alternatives;

(d) The Operator shall take such measures as are reasonably required in order to secure the Fuel System and the Gasoline Facility, if any, and to prevent tampering with the Fuel System and the Gasoline Facility, if any, including, without limitation, control system, storage and distribution facilities, buildings, and equipment, provided, however, the Operator shall not be required to provide guards in the normal course of business;

(e) Subject to the approval of ORD Fuel, the Operator shall prepare and maintain an operations manual (the "Operations Manual") which shall include quality control standards and a preventive maintenance program utilizing ATA Specification 103 and the Fuel System maintenance manuals as the basis for minimum standards, which Operations Manual shall become the property of ORD Fuel;

(f) The Operator shall perform such other functions relating to the operation and maintenance of the Fuel System and the Gasoline Facility, if any, as ORD Fuel may reasonably authorize or request;

(g) The Operator shall provide management and technical personnel to attend meetings required for the orderly and efficient operation of the Fuel System, including, but not limited to, meetings with the City, ORD Fuel, the Contracting Airlines, Suppliers, architects, engineers, contractors, agencies, airline station management, and others;

(h) Subject to the direction and authority of ORD Fuel, the Operator shall monitor and control withdrawals of Fuel from the Fuel System in accordance with the terms and provisions of this Agreement, the Interline Agreement and other agreements between the City and ORD Fuel with respect to use or lease of the Fuel System;

(i) The Operator shall assure that Fuel delivered to the Fuel System and dispensed from the Fuel System meets or exceeds the Fuel Specification and Purity Standards listed in the latest edition of ATA Specification 103, Section 1-2 or equivalent unless the Chairperson or the Fuel Committee instructs the Operator in writing to do otherwise. The Operator may refuse to accept any deliveries without penalty or breach of its obligations hereunder if the party delivering such Fuel does not provide the Operator with evidence satisfactory to the Operator (including without limitation any written certificate of compliance that the Operator may in good faith request) that such Fuel complies with the foregoing

specifications, unless the Chairperson or the Fuel Committee instructs the Operator in writing to accept such delivery, in which case the Operator shall bear no liability for, and shall be indemnified and held harmless by ORD Fuel against, any failure of such delivery to comply with the foregoing specifications;

(j) The Operator shall conduct or shall arrange for duly qualified independent third parties to conduct and record results of Fuel receipt inspections in accordance with ATA Specification 103, Section 1-3 or equivalent, and shall perform the following inspections of Fuel at the beginning of receipt of Fuel, at two hour maximum intervals during such receipt, and at the end of receipt of Fuel:

Test	**Limit**
Aquaglo or Similar Test	15 PPM Max. downstream of Airport receiving and dispensing filtration
Millipore Color	2-Dry or 3-Wet (1-Gallon Test) (if these limits are exceeded, a gravimetric membrane test shall be performed, maximum weight of 2.0 milligrams per gallon)
Microsep	Min. 85
Gravity API	Min. 37 – Max. 51 (corrected to 60°F)
Flash Point	Minimum 100°F
Visual Appearance in White Bucket	Clean & Bright

(k) In addition, Operator shall ensure that all inspections and testing occur as required of ORD Fuel or other party as required under any agreements between ORD Fuel and the City, including the Fuel System Lease.

(l) The Operator shall protect Fuel from the introduction of any substances which change the quality of the Fuel after delivery thereof to the Fuel System from the Tank Farm and take all other reasonable steps to preserve the quality of the Fuel in the Operator's possession in the Fuel System;

(m) The Operator shall maintain on a current basis complete and accurate books and records for the allocation among the Contracting Airlines, in accordance with the Interline Agreement, of the Total Facilities Charge, any costs associated with Special Facilities, and Extraordinary Costs, and any cost described in the Interline Agreement;

(n) The Operator shall maintain on a current basis complete and accurate books and records in accordance with generally accepted accounting principles in the United States and make reports to ORD Fuel and the City in such form and detail as may be specified by

ORD Fuel or the City of dispensals of Fuel from the Fuel System, expenses of the Fuel System and revenue generated therefrom and allocation of revenue and expenses;

(o) The Operator shall maintain on a current basis complete and accurate books and records and make reports to ORD Fuel and the City, in such form and detail as may be specified by ORD Fuel, of dispensals of Fuel from the Fuel System and deliveries, withdrawals and gains and losses of Gasoline from the Gasoline Facility, if any, expenses of the Fuel System and revenue generated therefrom, and allocation of revenue and expenses, all costs associated with Special Facilities, Extraordinary Costs, and any other costs as provided for herein and the amount of any credits, all such records to be maintained in a manner reasonably satisfactory to ORD Fuel and the City, including without limitation, supporting documents and back-up of records;

(p) The Operator shall comply with established tax-exempt Fuel procedures if and when applicable to the movement of tax-exempt Fuel through the Fuel System;

(q) The Operator shall maintain a general ledger, including journals, subsidiary ledger interface, software upgrades and account reconciliations and monthly/annual trial balance compilations;

(r) The Operator shall maintain a fixed asset ledger, including reconciliations of construction-in-progress and transfers to capital accounts, consistently in accordance with generally accepted accounting principles in the United States, and tax depreciation computations, and periodic reporting for insurance and tax purposes;

(s) The Operator shall maintain an accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; prepare past due aging summary along with documentation and follow-up for bankrupt accounts;

(t) The Operator shall invoice and collect charges from Contracting Airlines and Non-Contracting Users and other Persons who may throughput Fuel through the Fuel System;

(u) The Operator shall process accounts and notes payable, including but not limited to preparation of note payment amortization schedules and checks; review documents, and prepare cost/capital account application for the payment of the Monthly Share, leases, construction progress payments, taxes, management fees, rental payments, debt service payments, professional fees, customs broker fees and other miscellaneous payments, and upon notice to the Chairperson of the Fuel Committee, reject all payment requests that are not appropriate or correct;

(v) The Operator shall prepare and submit statutory reports required by all applicable Laws to be filed, submitted or maintained by ORD Fuel, including without limitation, coordination of timely preparation and submission of federal and state income tax returns with professional assistance from authorized outside tax accountants and attorneys, and coordinate all tax and fee payments related to such returns and reports;

(w) The Operator shall prepare monthly and annual State of Illinois sales tax returns required by Law, including research for various revenue/receipt tax application, and shall work cooperatively with ORD Fuel and its advisors regarding all tax matters;

(x) The Operator shall coordinate insurance requirements entailing special cost analyses, coverage research and periodic procurement of insurance and appraisals as required by ORD Fuel and the City, assure that required insurance of Users is current and in compliance with the respective agreements;

(y) The Operator shall maintain a separate bank account in the name of ORD Fuel to pay certain expenses of ORD Fuel, the funds in which account shall not be commingled with other funds of the Operator, shall be used solely for the business of ORD Fuel and shall be subject to withdrawal only upon the signature of such persons as ORD Fuel may designate from time to time, which persons may include specified personnel of the Operator if approved by ORD Fuel; manage cash and related controls which entail monthly reconciliations of bank accounts; and maintain adequate balances, authorized signature cards and a cumulative record of cash sources and uses;

(z) The Operator shall invest from time to time surplus funds in an interest bearing account in the name of ORD Fuel in such investments as directed by ORD Fuel, provided however, that such funds shall not be commingled with any Operator funds;

(aa) The Operator shall research, compile, analyze, and present, when requested by ORD Fuel, special reports on operations and financial matters related to the Fuel System and the Gasoline Facility, if any;

(bb) The Operator shall administer this Agreement, the Fuel System Lease, the LLC Agreement, the Interline Agreement, Fuel System Access Agreements, Non-Contracting User Agreements, and any other agreements covering or relating to the operation of the Fuel System, including the distribution and return of amendments and new agreements; administer the various agreements entered into from time to time by ORD Fuel and/or Operator with third parties relating to the operation, maintenance and improvement of the Fuel System and other facilities owned, leased, controlled or used by ORD Fuel and related thereto; distribute and collect such agreements and amendments and renewals thereof; and assure that performance and operation is in accordance with such agreements;

(cc) The Operator shall research and resolve problems and respond to requests for information as reasonably requested from ORD Fuel, the Contracting Airlines, the City, Non-Contracting Users, Suppliers, vendors, and others;

(dd) The Operator shall coordinate meeting arrangements including the preparation of agendas and mailings and take the minutes of meetings with the cost of the person taking the minutes to be borne by ORD Fuel;

(ee) The Operator shall be responsible for compliance with applicable Laws, including Environmental Laws, and for the securing and filing of all necessary permits, licenses, documents, etc.;

(ff) The Operator shall maintain such statistics for the Fuel System as the Fuel Committee, the Chairperson of the Fuel Committee, or the City, may reasonably request;

(gg) The Operator shall assure all Persons are properly accessing and using the Fuel System and that established procedures and contractual obligations are met and followed;

(hh) If requested by ORD Fuel, the Operator shall assist outside auditors with an annual full scope audit of the operations of the Fuel System by providing reports of financial transactions; draft financial statements; explain all ORD Fuel activities summarized in meeting minutes and correspondence; and other tasks as reasonably requested by the auditors; and

(ii) Prior to January 31st of each calendar year, (or such other mutually agreed upon substitute date), Operator shall submit to ORD Fuel for its approval (which approval shall not be unreasonably withheld) Operator's proposed budget and staffing plan of the Fuel System for such year in accordance with the A4A 124 standard budget format and including an identification of job positions, scope of duties, salary and wage levels plus such additional information as ORD Fuel may require from time to time. At the reasonable request of ORD Fuel, Operator shall periodically (but no more frequently than quarterly) submit to ORD Fuel a revised budget for the Fuel System. ORD Fuel shall provide updates of other information relating to the Fuel System as ORD Fuel may reasonably require from time to time. Operator shall provide personnel for the Fuel System in accordance with such approved staffing plan.

Section 3.02 Operator's Right to Demand Pertinent Information. The Operator may refuse access to the Fuel System to any Person that has not provided the Operator with a federal employer identification number, a 637S registration number, or any other information the Operator believes in good faith it is required by applicable Law to obtain from any Person accessing the Fuel System.

ARTICLE 4
FEES AND CHARGES

Section 4.01 Total Operating Costs. ORD Fuel shall pay the Operator the Total Operating Costs as set forth in this Article 4. For purposes of this Agreement, "Total Operating Costs" shall consist of a Management Fee, Reimbursable Direct Costs and Reimbursable Indirect Costs as defined in this Section 4.01 and such other costs as ORD Fuel may approve in writing from time to time.

(a) **Management Fee**. For services rendered hereunder, ORD Fuel shall pay to Operator a fee (the "Management Fee") payable in equal monthly amounts one-twelfth of the per annum amount set forth immediately below for the period indicated below, each such year commencing on the Effective Date and continuing for the next twelve (12) calendar months:

Period One: (_____ 1, 201_ through _____ 31, 201_)	$200,000
Period Two: (_____ 1, 201__ through _____ 31, 201_)	$200,000
Period Three: (_____ 1, 201__ through _____ 31, 201_)	$200,000

(b) **Reimbursable Direct Costs**. "Reimbursable Direct Costs" shall include the following items to the extent they relate to services provided by Operator to ORD Fuel hereunder and are actually paid by Operator:

(1) direct salaries and wages (including overtime pay), together with payments or costs for reasonable associated payroll expense, retirement funds or unemployment compensation funds, employee savings programs, life, health, accident and unemployment insurance premiums, workers' compensation, vacation and holiday pay, sick leave pay and other fringe benefits for Operator's employees assigned to operate the Fuel System, but excluding any multi-employer pension fund payments or costs, hourly or salaried employee severance pay or management bonus. For Operator's employees who do not work full time at the Fuel System or who do not perform functions solely related to the Fuel System, such costs and expenses shall be allocated to the Fuel System based upon the percentage of such employees' time associated with the Fuel System as agreed between Operator and ORD Fuel. The Operator and ORD Fuel agree that ORD Fuel shall not be liable for any obligation or contingent obligation of any kind or nature whatsoever to make any contributions to any multi-employer pension plan in connection with the performance of this Agreement.

(2) commercially reasonable costs of auto repair, maintenance, parts and insurance coverage for motor vehicles used solely in connection with the Fuel System or Fuel System Capital Assets;

(3) commercially reasonable costs of contract labor and outside services for repair and maintenance of the Fuel System and Fuel System Capital Assets performed by an outside contractor on contract and not as a part of a specific capital project;

(4) depreciation costs on Fuel System Capital Assets and equipment purchased and used for the Fuel System in accordance with generally accepted accounting principles in the United States consistently applied;

(5) interest expense associated with the acquisition of Fuel System Capital Assets:

(i) if Operator obtains external financing, the debt service and related acquisition fees thereon; or

(ii) if Operator does not obtain external financing, interest at two percentage points over the prime rate published in the Wall Street Journal on the first business day of the month (or at the maximum rate permitted by Law, whichever is lower), or such other rate as is agreed by ORD Fuel and Operator, on Operator's unamortized investment in Fuel System Capital Assets;

(6) cost of parts, materials, and supplies for routine and emergency maintenance repairs of the Fuel System, including by way of example routine filter changes, as used in connection with performance under this Agreement;

(7) cost of Gasoline for Fuel System ground equipment used to provide Services;

(8) the purchase price of routine maintenance parts, supplies and inventory stock items;

(9) rental of Operator-owned equipment assigned to and used in connection with the Fuel System that has been pre-approved by the Fuel Committee;

(10) cost of equipment, material and supplies for the inspection, testing and analysis of Fuel in the Fuel System;

(11) cost of outside miscellaneous services such as bank fees, cleaning of uniforms, overnight mail, special fabrication work and repairs performed at the vendor's shop related to services provided by Operator to ORD Fuel hereunder;

(12) that portion of rentals payable by Operator for space used at the Airport and that portion of fees payable by Operator for rights granted by the City to Operator at the Airport which, in each case, are allocable to the performance of services under this Agreement;

(13) utilities, electricity and water charges for the operation of the Fuel System;

(14) costs associated with the operation of the water treatment system to the extent operated in accordance with the Operations Manual, the Fuel System Lease, applicable Laws, directions of governmental and regulatory agencies and ORD Fuel, and this Operating Agreement;

(15) charges as previously approved by ORD Fuel for investigation, removal, or remediation of or to prevent the threat of release of, hazardous and other waste products, environmental contamination and trash at the Fuel System and all costs incurred by Operator to comply with the requirements of applicable Environmental Laws but excluding all such charges including environmental damages arising from or related to the negligence or willful misconduct of Operator, its officers, directors, employees, agents, contractors and subcontractors;

(16) other charges, expenses and costs approved by ORD Fuel that relate directly to the operation and management of the Fuel System and the Gasoline Facility, if any.

(c) **Reimbursable Indirect Costs.** "Reimbursable Indirect Costs" shall include the following items to the extent such items are related to services provided by Operator to ORD Fuel hereunder, and to the extent actually paid by Operator:

(1) supplies for computer operation and repairs and upgrades for the software and hardware that manages and controls the Fuel System;

(2) federal, state and local taxes, and Airport fees and other registration or filing fees, attributable to the performance of services hereunder, but excluding Operator's corporate license fees, franchise taxes and income taxes;

(3) premiums for insurance required to be maintained pursuant to Section 9.04 and 9.05 hereof and payment of any deductibles in connection therewith on account of losses incurred by ORD Fuel if ORD Fuel has requested such deductibles except as set forth in Section 9.06(b) and Section 9.07(i) hereof;

(4) the cost of office supplies and printing of forms and rental and repair of small office equipment;

(5) outside consultant fees pre-approved by ORD Fuel as a maintenance and operating expense and not as part of a capital project;

(6) telephone, remote and basic communication equipment, rental and toll charges;

(7) reasonable costs of travel, lodging, and meals for the Operator's local management staff as directed by ORD Fuel to attend Fuel System meetings held outside the Chicago Metropolitan area, provided that all travel shall be pre-approved by the Chairperson of the Fuel Committee; and

(8) other charges, expenses and costs approved by ORD Fuel that relate to the operation and management of the Fuel System and the Gasoline Facility, if any.

Section 4.02 Costs Excluded from Total Operating Costs. The following costs and expenses shall not be included as Total Operating Costs:

(a) except as provided for herein, overhead costs for the Operator's corporate office or non-Airport offices, examples of which are compensation of personnel based outside of the Airport, travel expenses outside the Airport area and the cost of those services which the Operator contemplates performing at its home office (whether or not actually performed there). The Operator contemplates that its home office will provide the usual home office management, supervisory, and administrative functions, but not the underlying time keeping and similar records on which such reports or statements are based. Costs of preparation of monthly statements and invoices in connection with this Agreement shall be part of Total Operating Costs, wherever performed;

(b) fees of the Operator's legal counsel;

(c) except as expressly provided above, costs of computer systems, programming, software and hardware;

(d) the cost of any Fuel System Capital Asset except the amounts referred to in Section 4.01(b)(ii),(iii),(iv) or (v) hereof;

(e) any cost or expense which is reimbursed from the proceeds of any insurance obtained by Operator pursuant to Article 9 herein;

(f) any claim against Operator arising pursuant to Section 9.01 herein;

(g) in the event Operator performs other services for any Person other than pursuant to this Agreement, all expenses incurred by Operator in connection with providing such services, including overhead, wages and payroll costs attributable to such services and all other costs incurred by it in providing such services;

(h) moving or relocation expenses to or from the Chicago Metropolitan area of Operator 's personnel;

(i) any charges incurred by Operator by reason of Operator's failure to obtain any available early payment or pre-payment discount and any late payment charges incurred by Operator, unless and to the extent that such failure or late payment is specifically authorized by the terms of this Agreement or is specifically directed, or the result of action or lack of action by ORD Fuel or due to another cause beyond the reasonable control of Operator;

(j) any costs, fines, penalties (and related interest charges) levied by any governmental authority as a result of any violation or noncompliance on the part of Operator with any legal requirement, including any Environmental Law;

(k) any multi-employer pension fund payments or costs, hourly or salaried employee severance pay or management bonus unless specifically approved in writing by ORD Fuel; and

(l) and any loss or liability, whether or not insured, that results from the Operator's negligence, willful misconduct or breach of its obligations under this Agreement.

Section 4.03 Expenditures. Expenditures for non-budgeted outside services or materials for any single service or item in excess of $10,000 shall be approved by ORD Fuel (which approval shall not be unreasonably withheld) and, if reasonably feasible, be subject to competitive bid. Purchases of materials or services from any Person in any way affiliated with Operator shall be specifically disclosed in writing to ORD Fuel and shall be subject to the prior written approval of the Chairperson of the Fuel Committee. The foregoing shall not be deemed to restrict Operator from taking appropriate action in the event of an emergency.

Section 4.04 Allocation of Costs. The amount payable by ORD Fuel for the Total Facilities Charge shall be calculated and allocated among the Contracting Airlines in the manner set forth in the Interline Agreement, as amended from time to time. Operator shall diligently pursue collection of all overdue amounts from any User of the Fuel System, including but not limited to the filing of claims in bankruptcy or reorganization cases and the retention of collection agencies and ORD Fuel hereby appoints the Operator as its agent to file such claims and to pursue collection matters.

ARTICLE 5
OTHER SERVICES BY OPERATOR

Section 5.01 Other Services to Contracting Airlines or Other Persons. Operator may render services to individual Contracting Airlines or other Persons, other than those services constituting the subject matter hereof, including but not limited to into-plane servicing of Aircraft and making of improvements to exclusive use areas on such terms and conditions as are agreed upon by Operator and each individual Contracting Airline or other Person, provided that the rendering of such services shall be pursuant to separate contractual agreements between Operator and such Persons and does not unreasonably interfere with Operator's performance of its obligations under this Agreement. Operator further acknowledges that the approval of the City may be required prior to commencement of such other services.

ARTICLE 6
STANDARDS OF OPERATIONS

Section 6.01 Hours. Operator shall perform its services under this Agreement and operate the Fuel System twenty-four (24) hours per day, seven (7) days per week, each and every day of the year.

Section 6.02 Impartiality. Operator shall furnish services in an impartial manner as to each Contracting Airline and shall not favor any Contracting Airline over any other Contracting Airline, or an Air Carrier over any other Air Carrier except to the extent permitted under the Fuel System Lease.

Section 6.03 Efficient Operation. Operator shall operate the Fuel System in an efficient, prudent and economical manner and shall in good faith act to keep the Total Facilities Charge to a minimum consistent with the level and type of service desired by ORD Fuel. Operator shall comply with all applicable Laws, Industry Standards, and all reasonable directions, rules and procedures prescribed by ORD Fuel or by the City pursuant to the Fuel System Lease and all applicable governmental laws, rules and regulations in the performance of this Agreement during the term hereof.

Section 6.04 General Manager. Operator shall not appoint or remove a general manager for the Fuel System without the prior approval of ORD Fuel.

Section 6.05 Employees of Operator. Operator is an independent contractor, and its employees engaged in performing services hereunder shall be considered employees of Operator for all purposes and shall under no circumstances (including but not limited to the Multi-Employer Pension Plan Amendments Act of 1980, as amended) be deemed to be employees of ORD Fuel. ORD Fuel shall not have any right or responsibility to supervise or control any employee of Operator. When present at the Airport, Operator's employees shall not display any insignia or name other than that of Operator. Operator shall train and, as necessary, retrain its employees in accordance with training procedures to be developed on or before commencement of services under this Agreement and approved by ORD Fuel. Operator shall maintain appropriate records to document such training and retraining.

Section 6.06 Relations with Workers. Operator assumes responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing Operator's personnel who are engaged in the performance of services hereunder, including responsibility for labor negotiations, arbitrations and grievance hearings which may involve such personnel.

ARTICLE 7
BILLS AND ACCOUNTS

Section 7.01 Billing.

(a) Each Contracting Airline is required to maintain on deposit with the Operator Reserve Funds equal to two (2) months estimated Total Facilities Charge. Operator may apply such Reserve Funds in the event any Contracting Airline does not pay all amounts billed hereunder as provided in the Interline Agreement. Operator shall maintain the funds for such Reserve Funds commingled with other ORD Fuel or Contracting Airlines funds in an interest bearing account in the name of ORD Fuel.

(b) Operator shall invoice each Contracting Airline such Contracting Airline's share of the Total Facilities Charge for each month and all other amounts due from each Contracting Airline, including all out-of-pocket expenses (including reasonable attorneys' fees) incurred by Operator in collecting or attempting to collect delinquent accounts from such Contracting Airlines. Any failure by the Operator to render an invoice will not affect the Contracting Airlines' obligations to pay such amounts.

(c) Operator shall invoice each Non-Contracting User as provided in the Non-Contracting User Agreements or otherwise in accordance with the direction of ORD Fuel. Any failure by the Operator to render an invoice will not affect the obligations of each Non-Contracting User to pay all amounts due to ORD Fuel.

(d) Operator shall invoice each Gasoline Facility User, if any, as provided in the Gasoline Facility Access Agreements, if any. Any failure to render an invoice will not affect the obligations of each Gasoline Facility User, if any, to pay all amounts due ORD Fuel.

Section 7.02 Operator's Fee and Expenses. After the end of each month, Operator shall render an itemized bill to the Contracting Airlines for the portion of the Total Operating Costs incurred by Operator or otherwise allocable to such preceding month. The Total Operating Costs shall be apportioned among the Contracting Airlines as provided in the Interline Agreement. The invoice shall be submitted to the Chairperson of the Fuel Committee of ORD Fuel and to each Contracting Airline or to such other person as may be designated from time to time by the Fuel Committee. The Operator shall pay to itself the amount set forth on the invoice out of the funds of ORD Fuel; provided however, the Operator shall be obligated to repay to ORD Fuel any amount included in the invoice in excess of the amount payable to the Operator under the terms of this Agreement. The amount set forth on any such itemized bill shall be due and payable within thirty (30) days from date of invoice. Any amount owed to Operator or ORD Fuel shall bear interest at seven-tenths of one percent (.7%) per month (or the maximum rate permitted by Law, whichever is lower), from the date due until paid. All out-of-pocket expenses (including

reasonable attorneys' fees) incurred by Operator or ORD Fuel in collecting or attempting to collect amounts due from the other party under the terms of this Agreement shall be reimbursed by the other party.

Section 7.03 Books, Records and Accounts of Operator. Operator shall at all times keep complete and accurate books, records and accounts in accordance with generally accepted accounting principles in the United States from which it shall determine the cost to it of services rendered hereunder and the fee payable therefor, the allocation of such cost and fee among the Contracting Airlines, the amount of any credits to be allocated among the Contracting Airlines and the allocation thereof. Upon request of ORD Fuel, Operator shall employ a certified public accountant (who at ORD Fuel's option, may be the certified public accountant regularly employed to audit Operator's books or any other certified public accountant selected by ORD Fuel) to carry out an examination of such books, records and accounts. The cost of any such requested services shall be part of the Total Operating Costs hereunder. The books, records and accounts of Operator pertinent to this Agreement and any audit of Operator's books pursuant to the preceding sentence, shall, at all reasonable times, be accessible to and open for inspection, examination and audit by ORD Fuel and each Contracting Airline and its authorized representatives and by the City. Subject to requirements of Law, all books, records and accounts which have been audited by ORD Fuel may be disposed of five (5) years after the last of any such audit and, after providing notice to ORD Fuel and upon ORD Fuel's request, ORD Fuel may take possession of such books, records and accounts.

ARTICLE 8
FUEL SYSTEM CAPITAL ASSETS

Section 8.01 Acquisition of Fuel System Capital Assets.

(a) From time to time upon written direction from ORD Fuel, and subject to the provisions of the Fuel System Lease, Operator shall acquire Fuel System Capital Assets. All Fuel System Capital Assets shall remain the property of Operator so long as this Agreement is in force and effect, subject, however, to the provisions of this Article 8. Fuel System Capital Assets may be purchased outright, leased by Operator pursuant to an agreement of lease, or financed at such terms and period for repayment and rates of interest as are acceptable to Operator and ORD Fuel. Any purchase, lease or financing of Fuel System Capital Assets involving aggregate payments of up to $50,000 must be approved by the Chairperson of the Fuel Committee in advance, which approval shall not be unreasonably withheld, and any purchase, lease or financing of Fuel System Capital Assets involving aggregate payments in excess of $50,000 must be approved by the Fuel Committee, which approval shall not be unreasonably withheld.

(b) Operator hereby grants to ORD Fuel a security interest in each and every Fuel System Capital Asset in order to secure Operator's obligations under this Article 8. Operator shall cooperate in the filing of such financing statements, continuation statements and other documents deemed by ORD Fuel to be necessary or appropriate to evidence the interest of ORD Fuel in Fuel System Capital Assets.

(c) Operator shall keep all Fuel System Capital Assets free and clear of any and all liens except liens approved in writing by ORD Fuel and the security interest of ORD

Fuel. Operator shall protect its interest and the interest of ORD Fuel hereunder in Fuel System Capital Assets from all claims and liens of all third parties, and shall maintain a current inventory of such Fuel System Capital Assets.

Section 8.02 Sale or Disposition of Fuel System Capital Assets. Operator shall not sell or dispose of any Fuel System Capital Asset with a current fair market value of up to $25,000 without the prior approval of the Chairperson of the Fuel Committee, and shall not sell or dispose of any Fuel System Capital Asset with a current fair market value in excess of $25,000 without the prior approval of the Fuel Committee. Any amount received by Operator upon the sale or disposition of a Fuel System Capital Asset which is in excess of Operator's unamortized investment therein shall be credited to the Contracting Airlines in accordance with the Interline Agreement. Operator's unamortized investment in a Fuel System Capital Asset shall equal Operator's actual costs of acquiring such Fuel System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles in the United States consistently applied, less the cumulative amount charged to the Contracting Airlines, excluding interest, as a part of the Total Operating Costs pursuant to Section 4.01 herein.

Section 8.03 Purchase Upon Termination of Agreement. Upon the expiration or termination of this Agreement, ORD Fuel shall purchase from Operator, and Operator shall sell to ORD Fuel, all of Operator's interest in Fuel System Capital Assets at a purchase price in cash equal to Operator's then unamortized investment in the Fuel System Capital Assets. Such sale shall convey title to ORD Fuel free and clear of any and all liens.

Section 8.04 Allocation of Amounts Upon Sale. Any payments to or by Operator upon the sale or disposition of Fuel System Capital Assets pursuant to Sections 8.02 or 8.03 shall be allocated in accordance with the allocation provisions of the Interline Agreement.

ARTICLE 9
INDEMNIFICATION AND INSURANCE

Section 9.01 General Indemnification.

(a) To the fullest extent permitted by applicable Law, Operator agrees to indemnify, defend and hold harmless ORD Fuel, the Contracting Airlines, the City, together with all of their respective officers, directors, members, employees, agents, successors and assigns (each, a "ORD Fuel Indemnitee") from and against all claims, liabilities, damages (including without limitation environmental damages), losses, judgments, expenses (including reasonable attorneys' fees and expenses), penalties and fines that may be suffered by, accrued against, charged to or recoverable from each ORD Fuel Indemnitee by reason of any breach of this Agreement by Operator or by reason of any loss of, or damage to property, or injury to or death of any person to the extent arising out of any negligent acts or omissions or willful misconduct of Operator, its officers, directors, employees, contractors, agents and invitees, or any of them, in connection with the performance of this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of such ORD Fuel Indemnitee. The foregoing indemnity shall include, without limitation, the obligation to indemnify, defend, and hold harmless the City

from the Operator's acts, omissions or misconduct to the same extent as required by ORD Fuel pursuant to Fuel System Lease, including Sections 6.07 and 9.01 thereof.

(b) Operator acknowledges that in its performance under this Agreement and otherwise, Operator will operate vehicles and equipment ("Vehicles") and/or its employees will be moving about in areas where Aircraft are operated, known commonly as the Air Operations Area (the "AOA"). Operator further acknowledges that the AOA is marked with various painted lines and other markings and there are Airport rules indicating and/or specifying how operations and movement within the AOA are to be conducted. Notwithstanding the foregoing, Operator acknowledges and agrees that, except for Vehicles that are parked within areas that are specifically marked for those purposes, Aircraft will always be deemed to have the right of way, and Operator will be responsible for ensuring that Vehicles and its personnel remain clear of any Aircraft (the "Duty"). Operator further acknowledges and agrees that it will indemnify, defend and hold harmless ORD Fuel Indemnitees for any damage or liability caused by any Operator's breach of the Duty from any damage to any personal property and/or bodily injury or death of any person(s) resulting from such breach except to the extent caused by the negligent acts or omissions or willful misconduct of such ORD Fuel Indemnitee. Operator further acknowledges and agrees that this section will not operate to limit any other provision of this Agreement or ORD Fuel Indemnitees' rights at Law.

(c) To the fullest extent permitted by applicable Law, Operator agrees and hereby undertakes to indemnify, defend and hold harmless the ORD Fuel Indemnitees against any and all fines, penalties, and settlements from actions against the ORD Fuel Indemnitees for violations of Federal Aviation Administration or other applicable federal, state, municipal, local or other governmental regulations or statutes, Environmental Laws or other Laws caused by Operator's negligent acts or omissions or willful misconduct, and reasonable attorneys' fees and court costs, except to the extent caused by the negligent acts or omissions or willful misconduct of such ORD Fuel Indemnitee.

(d) To the fullest extent permitted by applicable Law, Operator agrees and hereby undertakes to indemnify, defend and hold harmless the ORD Fuel Indemnitees against all obligations, contingent obligations, claims, liabilities, damages, losses, judgments, expenses (including reasonable attorneys' fees and expenses), penalties and fines that may be suffered by, accrued against, charged to or recoverable which may be imposed under the Multi-Employer Pension Plan Amendments Act of 1980, as amended. The Operator and ORD Fuel agree that ORD Fuel shall not be liable for any obligation or contingent obligation of any kind or nature whatsoever to make any contributions to any multi-employer or other pension plan in connection with the performance of this Agreement.

(e) To the fullest extent permitted by applicable Law, ORD Fuel agrees to indemnify, defend and hold harmless Operator, together with its officers, directors, members, employees, agents, successors and assigns (each, an "Operator Indemnitee") from and against all claims, liabilities, damages (including environmental damages), losses, judgments, expenses (including reasonable attorneys' fees and expenses), penalties and fines that may be suffered by, accrued against, charged to or recoverable from each Operator Indemnitee by reason of any breach of this Agreement by ORD Fuel or by reason of any loss of, or damage to property, or injury to or death of any person to the extent arising out of the negligent acts or omissions or

willful misconduct of ORD Fuel, its officers, directors, members, employees, contractors, agents and invitees, or any of them, in connection with the performance of this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of an Operator Indemnitee or a contractor of an Operator Indemnitee.

Section 9.02 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision in this Agreement to the contrary, Operator agrees to indemnify, defend, and hold harmless the ORD Fuel Indemnitees from and against any and all Environmental Claims resulting from:

(i) the breach by Operator of any representation or warranty made in this Agreement; or

(ii) the failure of Operator to meet its obligations under this Agreement, whether caused or unlawfully allowed by Operator or any other third party under Operator's direction or control; or

(iii) Any Environmental Condition; or

(iv) Any investigation, monitoring, Clean Up, containment, removal, storage or restoration work performed by the City, ORD Fuel or a third party due to Operator's use, placement, or Discharge, Disposal, or Release (of whatever kind or nature, known or unknown) on the Airport, or any other areas impacted by the Fuel System Lease, related to the activities under this Agreement or the Fuel System Lease of Operator or any other third party under Operator's direction or control; or

(v) Any actual, threatened, or alleged Hazardous Substances or Other Regulated Materials contamination by Operator or any other third party under Operator's direction or control related to Operator's activities under this Agreement or the Fuel System Lease; or

(vi) The Discharge, Disposal, or Release by Operator or any other third party under Operator's direction or control related to Operator's or such third party's use, operation, maintenance, service, repair, or replacement of the System under this Agreement or the Fuel System Lease that affects the soil, air, water, vegetation, buildings, personal property, or persons; or

(vii) Any personal injury, death or property damage (real or personal) arising out of or related to the use or Clean Up of Hazardous Substances or Other Regulated Materials by Operator or any other third party under Operator's direction or control; or

(viii) Any violation or alleged violation by Operator or by any other third party under Operator's direction or control of any Environmental Law in connection with Operator's use, operation, maintenance, service, repair or replacement of the System.

(b) Claims for indemnification for environmental matters are limited to this Section 9.02 and are not subject to the general indemnity provisions in Section 9.01.

In regard to the above indemnification, (1) ORD Fuel shall coordinate with Operator so that Operator has the opportunity to take actions to minimize such costs, including providing notice and reasonable opportunity for Operator to address said matter and (2) indemnification for any Clean Up costs shall refer to costs to meet Environmental Laws to the extent required for a Clean Up pursuant to Section 6.06 of the Fuel System Lease.

Nothing in this Agreement shall modify, extinguish or limit the rights of ORD Fuel or the City to pursue any environmental matter related to the Fuel System against any third-party. ORD Fuel's remedies with regard to environmental matters against Operator are cumulative and survive termination of this Agreement.

Section 9.03 Limitations; Payments.

(a) Lessee's obligations under this Article shall not apply to: (a) any Discharge, Disposal, or Release that existed at the Premises prior to the initial occupancy or operations at such area by Operator, a corporate predecessor of the Operator (each an "Included Party," collectively, the "Included Parties"), provided that neither an Included Party nor any other party under an Included Party's direction or control, or conducting operations or activities on its or their behalf caused, unlawfully allowed or contributed to such Discharge, Disposal, or Release, or caused, unlawfully allowed or contributed to a subsequent Discharge, Disposal, or Release of such pre-existing Hazardous Substances or Other Regulated Materials; or (b) Discharges, Disposals, or Releases that migrate onto, into, or from the Fuel System or the Airport and that were not caused, unlawfully allowed or contributed to by an Included Party or third parties under an Included Party's direction or control or conducting operations or activities on its or their behalf; or (c) Discharges, Disposals, or Releases on, at, or from the Fuel System not caused, allowed or contributed to by an Included Party, or any other party under an Included Party's direction or control.

(b) Operator acknowledges that sums due under this Agreement may become due both during and after the term of this Agreement. Operator agrees to pay any amounts owed under this article within thirty (30) days after receipt of notice in writing from the ORD Fuel Indemnitees. Operator agrees that in no event will the payment of any indemnity under this article or deductions from amounts owed to Operator pursuant to this article release or excuse Operator from its duties and obligations under this Agreement.

(c) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR LOSS OF USE, DIMINUTION OF VALUE, CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING DIMINUTION OF VALUE, LOSS OF PROFITS OR COSTS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES, PROVIDED, HOWEVER, THE FORGOING SHALL NOT APPLY TO SUCH DAMAGES ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY.

(d) Operator agrees to pay to the City liquidated damages if, more than twice within any twelve month consecutive period, the City notifies the Lessee and the Operator that the Operator has violated the terms of the Fuel System Lease in a manner that interferes with the operation of the Fuel System or disrupts flights at, from or to the Airport. Such notice shall include sufficient information regarding the nature and description of the violation of the terms of the Fuel System Lease for which liquidated damages are being sought. Liquidated damages for such a violation will be $500 per occurrence for every violation after the second violation in said twelve month period; provided, however, that nothing herein shall be construed to limit the City's rights to collect actual damages that are in excess of the liquidated damages specified or otherwise abridge the City's rights and remedies with respect to the Operator's failure to comply with applicable Laws, Industry Standards, or the Fuel System Lease.

Section 9.04 Defense. Each indemnified party shall give the indemnifying party prompt and reasonable notice of any claim or action. The indemnifying party shall accept and defend all such claims and suits referenced in Section 9.01 regardless of the merit thereof (including without limitation investigation, pleading, discovery, motions, trial and appeal) at its sole cost and expense, and including any settlement thereof. The indemnified parties shall cooperate in the defense as reasonably requested by the indemnifying party at its expense. In no event shall attorneys' fees or other costs incurred in the defense of any action be deemed to be an operating cost of Operator unless previously agreed to by the applicable ORD Fuel Indemnitees. With respect to claims or actions in respect of which Operator is the indemnifying party, Operator shall use legal counsel reasonably acceptable to the applicable ORD Fuel Indemnitees in performing its obligations hereunder. With respect to claims or actions in respect of which ORD Fuel is the indemnifying party, ORD Fuel shall have sole discretion to select legal counsel. Notwithstanding the forgoing two sentences, if an insurance company has accepted and is funding defense of a claim or action, such insurance company shall have the right to select counsel if the applicable insurance policy grants such right to the insurance company, except where the City is the indemnified party, in which case the City may select its own counsel.

Section 9.05 Survival. The parties' rights under this Article shall survive the termination or expiration of this Agreement.

Section 9.06 Insurance.

(a) Whether Operator or ORD Fuel shall obtain and maintain any insurance required under this Agreement or the Fuel System Lease shall be determined by ORD Fuel. To the extent that ORD Fuel directs Operator to obtain and maintain insurance, the costs thereof shall be reimbursable as provided in Section 4.01(c)(3). If ORD Fuel determines that it will obtain and maintain insurance, Operator shall confirm that such insurance is maintained on a continuous basis by ORD Fuel and satisfies the requirements of the Fuel System Lease, this Section 9.04(a) and other applicable provisions of this Agreement. ORD Fuel and Operator agree that such insurance shall include (i) all insurance coverages required by the Fuel System Lease, including without limitation, all insurance coverages required with respect to the Fuel System and Gasoline Facility and all improvements, Special Facilities and the Fuel System Capital Assets, and (ii) all other insurance coverages determined by ORD Fuel to be necessary or appropriate relating to the Fuel System or Gasoline Facility.

(b) With respect to any insurance coverage obtained and maintained by ORD Fuel, including without limitation, Aviation Liability insurance coverage through a master policy sponsored by the Air Transport Association (the "ATA Policy"), ORD Fuel shall cause such insurance coverage (to the extent available for such insurance coverage) (i) to name Operator as an additional insured with a form of endorsement reasonably satisfactory to Operator, (ii) to be primary and non-contributing except for any insurance which may be required to be carried by Operator pursuant to this Agreement, (iii) to be duly and properly endorsed by its insurance underwriters to provide that the insurers waive all rights of subrogation against Operator, the City or any other additional insured, and (iv) to provide cross liability, severability of interest clauses and breach of warranty coverage. ORD Fuel shall use reasonable efforts to obtain an endorsement providing that coverage may not be cancelled or materially reduced without not less than thirty (30) days' notice to Operator and the City of such proposed cancellation or reduction, except for nonpayment of premium in which it may be cancelled by the carrier on 10 days written notice.

(c) With respect to any insurance coverage obtained and maintained by Operator, Operator shall cause such insurance coverage (to the extent available for such insurance coverage) (i) comply in all respects with the Fuel System Lease, (ii) to name the City, ORD Fuel and each Contracting Airline as an additional insured or as otherwise required under the Fuel System Lease covering the operations, activities, and services of Operator under this Agreement with a form of endorsement reasonably satisfactory to ORD Fuel, (iii) to be primary and non-contributing except for any insurance which may be carried by the Fuel Committee or ORD Fuel pursuant to this Agreement, (iv) to be duly and properly endorsed by its insurance underwriters to provide that the insurers waive all rights of subrogation against ORD Fuel, the City or any other additional insured, and (v) to provide cross liability, severability of interest clauses and breach of warranty coverage. Operator shall use reasonable efforts to obtain an endorsement providing that coverage may not be cancelled or materially reduced without not less than thirty (30) days' notice to ORD Fuel and the City of such proposed cancellation or reduction, except for nonpayment of premium in which it may be cancelled by the carrier on 10 days written notice.

(d) To the extent required by the Fuel System Lease, Superior Agreements, Subsequent Agreements or any other applicable contracts, insurance obtained by Operator or ORD Fuel shall name, by endorsement delivered and reasonably satisfactory to ORD Fuel and, if applicable, the City, as additional insured and such other persons (e.g., contractors or subcontractors) as ORD Fuel may reasonably designate, or as otherwise required by any applicable contract.

(e) Operator shall obtain and review policies, endorsements and certificates of insurance evidencing all required coverages, including coverage required by any contractor doing work on behalf of ORD Fuel pursuant to the Fuel System Lease, and shall deliver such policies, endorsements and certificates to ORD Fuel and shall deliver certificates to the City and any other insured parties.

(f) Unless otherwise determined by ORD Fuel pursuant to Section 9.04(a), as required by the Fuel System Lease, Operator shall obtain and maintain insurance of

the following types and amounts **[This section should be reconciled with the Fuel System Lease]**:

DESCRIPTION	LIMITS OF LIABILITY
A. Comprehensive Liability Coverage	
1. Commercial Aviation Liability Coverage On-Airport Operations (including Premises, hangarkeepers, grounding liability, automobile, contractual, completed operations, independent contract and products hazards)	$500,000,000 General Aggregate $500,000,000 Each Occurrence $50,000,000 Per Occurrence for commercial ramp operations
2. Commercial General Liability Insurance: • 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, including but not limited to baggage tugs, aircraft pushback tugs, air stair trucks and belt loaders, mobile equipment, hangar keepers liability, explosion, collapse, underground, separation of insureds, defense, independent contractors (if commercially available), liquor liability and blanket contractual liability (not to include Endorsement CG 21 39 or equivalent).	Minimum limits: $500,000,000 per occurrence and in the aggregate for war risks and allied peril, personal injury, property damage liability, and aircraft liability (including passengers), including a $25,000,000 sublimit for personal injury to non-passengers

DESCRIPTION	LIMITS OF LIABILITY
B. Business Automobile Liability (bodily injury and property damage), including coverage for any owned, non-owned, leased or hired vehicles written on an industry standard form (CA 00 01) or equivalent; provided, however, that Operator may reduce the foregoing amount to $1,000,000 per occurrence combined single limit so long as Operator'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.. The following coverage extension shall also be included: Pollution Liability Broadened Coverage for Covered Autos (CA 99 48) or equivalent.	$10,000,000 per occurrence combined single limit.
C. Workers' Compensation and Employers Liability Insurance	
1. Worker's Compensation	Statutory
2. Employers Liability	$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.
D. Contractor's Pollution Legal Liability Insurance	$10,000,000 per pollution condition or loss and $20,000,000 annual aggregate dedicated to the leased site or, if less or greater, amounts not less than required under the Fuel System Lease. A multi-year policy period may be utilized up to five years per aggregate limit.
E. All Risk Property Insurance	100% Replacement Cost

Section 9.07 Additional Insurance. At the written request of ORD Fuel, Operator shall obtain other forms of insurance coverage on ORD Fuel's behalf, if commercially available, against any and all hazards in addition to those specified in this Article or in limits higher than those set forth in this Article. The cost of any such additional insurance shall be included in the Total Operating Costs.

Section 9.08 Use of Insurance Proceeds.

(a) In the event any Fuel System Capital Asset is damaged, destroyed or lost, such damage, destruction or loss shall be, unless otherwise directed by ORD Fuel, repaired or replaced by Operator with reasonable due diligence. Subject to the terms of the Fuel System Lease or other relevant Superior Agreements and Subsequent Agreements, Operator shall apply to such repair or replacement all or so much as may be necessary of the proceeds of insurance, if any, available to it by reason of such damage, destruction or loss. In the event the proceeds of insurance are insufficient to defray the full cost of such repair or replacement, the deficiency shall be amortized in the same manner as if Operator's unamortized investment of such Fuel System Capital Asset had been amortized. In the event such insurance proceeds are in excess of the full cost of such repair or replacement, Operator shall pay such excess in accordance with the requirements of the Fuel System Lease or other relevant Superior Agreements and Subsequent Agreements. In the event Operator is directed by ORD Fuel not to repair or replace the damage, destruction or loss of a Fuel System Capital Asset, the proceeds of insurance, if any, available to Operator by reason of such damage, destruction or loss shall be treated as the proceeds of a sale of a Fuel System Capital Asset and otherwise applied in accordance with the terms of this Agreement and the Interline Agreement.

(b) In the event of the damage, destruction or loss of any portion of the Fuel System, in compliance with and pursuant to the terms of the Fuel System Lease or other relevant Superior Agreements and Subsequent Agreements, Operator shall, to the extent of insurance proceeds (the amount paid by the insurer plus any of Operator's self insured retention or deductible amount) made available to Operator, repair or replace such portion with reasonable due diligence, unless otherwise instructed by ORD Fuel. Operator shall not be obligated to expend more than the amount available to it for such repair or replacement from proceeds of insurance plus the amount available from ORD Fuel, if any; provided however, that in the event the damage, destruction or loss of any Fuel System Capital Asset or any portion of the Fuel System is caused by the negligence or willful misconduct of Operator, its officers, directors, employees or agents, Operator shall bear full financial responsibility for any uninsured losses or applicable policy deductibles. This provision shall not in any way limit Operator's obligations pursuant to Section 9.01 herein.

Section 9.09 Environmental Obligations of Operator

(a) Operator is engaged in the business of providing fuel system operation and maintenance services of the kind and nature contemplated under this Agreement and understands the environmental risks and hazards associated with the provision of such services.

(b) In its performance of the Services, Operator agrees to comply in all material respects with all applicable provisions of the Fuel System Lease and all applicable present and future Environmental Laws and all Industry Standards, safety rules, regulations, restrictions, ordinances and/or other Laws of Federal, State or local governmental entities relating to Hazardous Substances or Other Regulated Materials. Prior to performing any Services required under this Agreement, Operator shall obtain all required licenses, permits, approvals and other authorizations and shall ensure that its employees possess all training required under any Environmental Laws to perform such services. Without limiting the

generality of its obligations as provided in the preceding sentences, Operator shall comply with all Environmental Laws governing discharges to land and water, including, without limitation, compliance with the terms and conditions of any National Pollutant Discharge Elimination System permits, General Stormwater permits, site-specific Stormwater Pollution Prevention Plans, site-specific Facility Response Plans, or Spill Prevention Control and Countermeasure Plans applicable to the Operator, ORD Fuel operations hereunder or the Airport.

(c) Operator also shall develop and maintain its internal environmental compliance program which includes the conduct of a comprehensive environmental compliance audit, on at least an annual basis, to document the satisfaction of the Operator's environmental compliance obligations under this Agreement and the Lease. Operator shall provide ORD Fuel with the findings of the annual audit reports. If requested, Operator shall meet with the Fuel Committee or the City to discuss the results of completed audits, suggested changes to any audit reports, and protocols and reasonable changes to be incorporated into future audit or revised compliance plans. Operator shall promptly correct any deficiencies identified in any audit reports in a manner and pursuant to a schedule reviewed and approved by the Fuel Committee or as may be required by Environmental Laws. The results of any audits performed under this Section shall be treated as confidential information by all parties hereto and shall not be disclosed to any third party, except to the extent required by law.

(d) Operator shall conduct all Services required under this Agreement in a prudent manner and in compliance with Industry Standards and all applicable Laws, taking all reasonable precautions to avoid environmental impacts, including, without limitation, spills, leaks, releases or unpermitted disposal of Hazardous Substances or Other Regulated Materials. Operator shall not discharge or dispose of any Hazardous Substances or Other Regulated Materials, regardless of quantity or concentration, into or out of the Fuel System or associated or Airport storm water and or sanitary sewer drains and plumbing facilities, except in accordance with applicable permits or other regulatory authorizations. Without limiting the generality of the foregoing, Operator shall not dispose of sump fuel, released fuel, or petroleum contact water in hydrant pits or at any other place on the Fuel System other than oil water separator equipment specifically designated for such purpose or other facilities on the Airport pre-approved by the City and ORD Fuel, or at off-site facilities with prior written approval of ORD Fuel.

(e) All consultants or subcontractors performing work under this Agreement on behalf of Operator which involves Hazardous Substances or other Regulated Materials shall be qualified and licensed to undertake the applicable work. ORD Fuel shall be notified in writing of the retention of any consultants or subcontractors at least ten (10) business days prior to the commencement of any work by such consultants or subcontractors (except in an emergency, in which case ORD Fuel shall be notified in writing within one (1) business day after the selection of the consultants or subcontractors). All work shall be performed in a good, safe and workmanlike manner.

(f) ORD Fuel, the Contracting Airlines, the City and their authorized representatives and consultants shall have the right, but not the obligation, to enter the premises of the Operator governed by this Agreement at any reasonable time to confirm Operator's compliance with the provisions of this Section and to review all permits, reports, plans and other documents regarding the use, handling, storage or disposal of Hazardous Substances or Other

Regulated Materials or compliance with Environmental Laws. Operator shall also provide information in response to requests for information regarding compliance with its obligations under this Section.

(g) Operator shall timely provide to ORD Fuel and the City an annual written report of compliance with the provisions of this section, applicable Environmental Laws and all Environmental Provisions of the Fuel System Lease. Such report shall be provided by Operator following a review of its operations and the services performed under this Agreement by Operator's corporate and local environmental representatives and by third party environmental consultants. The results of any reports performed under this Section shall be treated as confidential information by the Operator and ORD Fuel and the Contracting Airlines to whom the results of such reports are disclosed, and shall not be disclosed to any third party, except to the extent required by law or otherwise with the consent of Operator and ORD Fuel.

(h) Operator shall promptly correct any deficiencies identified in connection with its report, any compliance plan and any associated environmental audit in a manner and pursuant to a schedule reviewed and approved by ORD Fuel and as required by the Fuel System Lease or the City.

(i) Except as otherwise provided in the Fuel System Lease, all releases of Hazardous Substances or Other Regulated Materials discovered or caused by Operator will be reported in accordance with applicable federal, state and local Laws of any governmental authority of competent jurisdiction and, in addition, immediately to ORD Fuel. Except where an immediate report to governmental authority is required by Law or due to imminent harm to human health, Operator will contact ORD Fuel to discuss the form and substance of any governmental authority reporting, or if representatives of ORD Fuel are not available, Operator will communicate the form and substance of any report to ORD Fuel via email correspondence. Operator shall further ensure compliance with all notice and reporting requirements to the City and any other obligations as set forth in the O'Hare Spill Response Guide. Operator shall be solely responsible for coordinating with ORD Fuel and the City on the timely reporting of all such spills, leaks or releases as required under any Environmental Laws. Operator shall immediately provide ORD Fuel with notice of any actual or alleged noncompliance with Environmental Laws respecting the management and/or operation of the Fuel System or associated with Operator's actions under this Agreement and copies of any correspondence from any governmental agency or third party received in connection with the management and/or operation of the Fuel System or any actions of the Operator's under this Agreement that addresses, involves or relates to any Environmental Laws.

(j) In the event that any operation of the Fuel System under this Agreement, or any other action or inaction of the Operator or any Associated Party results or has resulted in a spill, leak or release of Hazardous Substances or Other Regulated Materials or other failure to comply with any applicable Environmental Laws, Operator shall immediately undertake appropriate actions to eliminate any ongoing spill, leak or release, or otherwise correct any instances of noncompliance, as required under the Fuel System Lease and all applicable Environmental Laws. Concurrently with such immediate response action, Operator shall discuss with ORD Fuel and the City the options available to fully remediate any such spill, leak, release or other noncompliant issue and develop with ORD Fuel a response plan. In the event that

Operator fails to timely perform all appropriate corrective measures under this Section 9.07(j), ORD Fuel may, in its sole discretion, immediately enter upon the premises of the Operator governed by this Agreement and undertake all actions deemed necessary by ORD Fuel at Operator's sole cost and expense. For purposes of this Section, "Associated Party" means the Operator and its employees, contractors, subcontractors, agents, licensees, related parties, sub-lessees, vendors, invitees (excluding customers), any other person or entity that Operator permits to use any portion of the System (regardless of whether Operator enters into a sublease, assignment or license with such other party), and other parties under Operator's direction or control that come onto the Airport arising out of or relating to Operator's maintenance, operation or other use of the System.

(k) In consideration of the fees paid to Operator to perform the Services, in addition to all other indemnities provided in this Agreement and any limitations herein, Operator agrees to further indemnify, defend and hold harmless ORD Fuel, the Contracting Airlines and the City (including their respective members, officers, agents, servants and employees) from and against any and all claims, liabilities, damages (including environmental damages), losses, penalties, and judgments, including costs and expenses incident thereto and insurance deductibles, which may be suffered by, accrue against, be charged to, or recoverable from ORD Fuel arising out of or resulting from the Operator's breach of this Agreement or the Operator's negligence or willful misconduct in connection with the Services performed by Operator under this Agreement. Operator shall pay the cost of any deductible amounts, insurance exclusions, disclaimers or uncovered liabilities or other damages resulting from the willful misconduct or negligence of, or breach of its obligations under this Agreement by, Operator. This provision shall survive the termination of this Agreement and is subject to the limitations set forth in Section 9.01(g).

(l) Any notices and reports required under this Section from Operator shall be provided to the designated parties as set forth in this Agreement or to any other parties that ORD Fuel may subsequently designate to receive such notices.

ARTICLE 10
TERM AND TERMINATION

Section 10.01 Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years unless earlier terminated in accordance with this Agreement; provided however, in the event that Operator continues to provide the Services, and ORD Fuel continues to accept the Services, after expiration of the term, this Agreement shall be deemed to continue on a month-to-month basis until amended, superseded or terminated upon notice by either party.

Section 10.02 Automatic Termination Upon Termination of Fuel System Lease. This Agreement shall automatically terminate upon and simultaneously with the termination of the Fuel System Lease; provided however, the City may elect to terminate this Agreement, assume ORD Fuel's obligations hereunder, in the event of the termination of the Fuel System Lease or the termination of ORD Fuel's right to lease, occupy or utilize the Fuel System.

Section 10.03 Termination by ORD Fuel. ORD Fuel may terminate this Agreement:

(a) Upon the occurrence of an Event of Default by Operator as provided in Section 11.01 of this Agreement;

(b) If Operator (i) makes a general assignment for the benefit of creditors, (ii) files a petition in bankruptcy, (iii) files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future federal bankruptcy Law or other federal or state Law, (iv) is subject to the appointment of or applies for a receiver, trustee or liquidator of all or substantially all of its property or (v) becomes subject to any judgment, decree or order by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal bankruptcy Law or other federal or state Law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for thirty (30) days, upon written notice of termination to Operator.

ORD Fuel may terminate this Agreement immediately upon written notice of an event described in Section 10.03(a) or 10.03(b) hereunder. ORD Fuel may terminate this Agreement for convenience as to the Operator upon one hundred twenty (120) days' prior written notice.

Section 10.04 Termination by Operator. Operator may terminate this Agreement upon the occurrence of an Event of Default by ORD Fuel as provided in Section 11.02 of this Agreement.

ARTICLE 11
DEFAULT

Section 11.01 Event of Default with Respect to Operator. The failure by Operator to perform any term or provision as required herein (a) with respect to payments due under the Fuel System Lease or other relevant Superior Agreements and Subsequent Agreements, as and when such payments are due as a result of fault or negligence of Operator; or (b) with respect to all other obligations hereunder, or with respect to any obligations under the Fuel System Lease, within fifteen (15) days after receipt of written notice of default given by ORD Fuel or, with respect to events which are curable, but which are incapable of being cured within fifteen (15) days, Operator's failure to commence and thereafter diligently to continue efforts to cure such default to the satisfaction of ORD Fuel within such fifteen (15) days, shall constitute an "Event of Default" with respect to Operator and shall give ORD Fuel the right to terminate this Agreement. ORD Fuel shall provide Operator with written notice of such termination, with a copy to the City, and shall specify the date of termination of this Agreement, which termination date shall be no earlier than the date of delivery of such notice to Operator.

Section 11.02 Event of Default with respect to ORD Fuel. The failure by ORD Fuel to perform any term or provision as required herein within fifteen (15) days after receipt of written notice of default given by Operator or, with respect to events which are curable, but which are incapable of being cured within fifteen (15) days, failure to commence and thereafter diligently to continue efforts to cure such default to the satisfaction of Operator within such fifteen (15) days, shall constitute an Event of Default with respect to ORD Fuel and shall give Operator the right to terminate this Agreement. Operator shall provide ORD Fuel with written notice of such termination, with a copy to the City, and shall specify the date of termination of this Agreement,

which termination date shall be no earlier than the date of delivery of such notice to the Chairperson of the Fuel Committee.

Section 11.03 Remedies in Event of Default. In addition to any right to terminate this Agreement upon the occurrence of an Event of Default, as provided in Sections 11.01 and 11.02, Operator or ORD Fuel, as the case may be, may pursue any and all other remedies available at Law or in equity in the event of a default by the other party hereto.

Section 11.04 Notice of Non-Payment. In the event that any Contracting Airline shall fail to pay to Operator any amount payable in accordance with the Interline Agreement, the LLC Agreement or this Agreement, Operator shall give such Contracting Airline and the Chairperson of the Fuel Committee prompt written notice of such failure and shall follow instructions from ORD Fuel as to further actions. Subject to the conditions and any limitations in the Interline Agreement, ORD Fuel may direct the Operator to stop delivering all services provided for under this Operating Agreement to any Contracting Airline that has not paid in full its bill for the estimated Total Facilities Charges prior to the start of the respective service month. Operator shall immediately comply with all such directives and either ORD Fuel or the Operator shall notify the City of such directive.

ARTICLE 12
FUEL INVENTORY AND INVENTORY LOSS

Section 12.01 Ownership of Fuel.

(a) Operator shall not be responsible in any way or incur any liability whatsoever to a Contracting Airline or to any Supplier of Fuel for any payments for or charges relating to the supply or transport of Fuel delivered to the Fuel System.

(b) The Fuel which is transported by Operator through the Fuel System for delivery to the Aircraft of any Contracting Airline or other User, shall at all times be and remain the property of such Contracting Airline or Non-Contracting User. Nothing contained in this Agreement shall affect the right of any Contracting Airline or other User to select any Supplier of its own choice for any Fuel or other associated products; provided, however, such Fuel and products must meet or exceed the then current specifications established by ORD Fuel.

(c) Subject to the approval of the Fuel Committee, the Operator shall establish and enforce minimum and maximum levels of inventory of Fuel to be maintained by Users in the Fuel System.

Section 12.02 Commingling. The nature of the Fuel System requires commingling of the Fuel, except, as required, Bonded or FTZ Fuel shall be segregated from other Fuel, in accordance with United States Customs regulations regarding Bonded or FTZ Fuel storage.

Section 12.03 Access to the Fuel System. Subject to compliance with the requirements in Section 13.04, the only parties permitted to access the Fuel System to withdraw Fuel are: any Contracting Airline, any Associate Airline any entity that has qualified as an Into-Plane Service Provider, and, to the extent authorized by this Agreement, Operator. No Contracting Airline, Associate Airline, Non-Contracting User or other User will be entitled to have delivered into its

Aircraft or otherwise Fuel in an amount greater than is authorized by its Supplier or, if applicable, is stored by it in the Fuel System. Each User must deliver into the Fuel System a quantity of Fuel sufficient to meet at all times all of its authorized withdrawals from the Fuel System. In the event that a User has at any time insufficient amounts in the Fuel System to satisfy authorized withdrawals by a Contracting Airline or Into-Plane Service Provider, arrangements must be made for delivery by a User with sufficient inventory in the Fuel System. The applicable User is required to notify Operator of any such arrangements made and Operator must verify the arrangement with each party involved prior to delivery to the User requesting such withdrawal.

Section 12.04 Inventory Reconciliation.

(a) Operator shall keep current, complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in net gallons as required by ATA 123 or as otherwise directed by ORD Fuel from time to time. At approximately the same time each day, Operator shall take inventory measurements of each storage facility and for each measurement so taken, Operator shall record the volume and the time of day such measurement was made. Fuel removed form storage tanks, filtration vessels and aircraft refuelers while performing routine quality-control tests and equipment maintenance (sump fuel) that is unable to be re-introduced into the Fuel System shall be recorded separately for inventory records. Each disbursement of Fuel into Aircraft shall be recorded on individual fueling tickets unless the Chairperson of the Fuel Committee or the Fuel Committee approves an alternative arrangement.

(b) Using the above daily measurements, Operator shall reconcile monthly the physical inventory to the calculated inventory and present such reconciliation to ORD Fuel and the Contracting Airlines. Such reconciliation shall explain to ORD Fuel's reasonable satisfaction the receipt and distribution of all Fuel, including all operating gains or losses of inventory.

(c) Operator shall be responsible for all losses of Fuel that result from Operator's negligence, mismanagement or willful misconduct. Operator shall be responsible for all loss or disappearances of Fuel from inventory in excess of what is allowed in ATA 123 that cannot be reconciled as required by this subparagraph (c), or adequately explained as a normal operating loss reasonably beyond Operator's control. Within thirty (30) days following each yearly anniversary of the Effective Date, Operator shall replace all such losses or disappearances of Fuel in excess of what is allowed in ATA 123 and not reconciled or adequately explained as provided for above, such replacement or payment to be allocated to all Users of the Fuel System during such previous year, based upon the respective throughput of all such Users that owned Fuel in the Fuel System during the period or as otherwise directed by ORD Fuel. All gains and losses for which Operator is not responsible shall be determined monthly and shared proportionately by Users of the Fuel System based upon total monthly volume withdrawn from the Fuel System for the month in question.

(d) Any liability of Operator for Fuel lost, contaminated or otherwise damaged or destroyed while in Operator's custody or control shall be limited to the replacement value of such Fuel, the cost of removing and replacing such Fuel, any costs of environmental

remediation and fines or charges related to removing and replacing such Fuel, and all costs associated with tank cleaning and filter replacements required due to contamination of such Fuel.

(e) Operator shall not permit any Contracting Airline, Supplier or Non-Contracting User to operate in a negative inventory position unless previous arrangements have been made among Users of the Fuel System to exchange or borrow Fuel and evidence of such arrangements by Users has been previously documented to Operator by all parties involved in the exchange.

Section 12.05 Storage Fee. In the event a Contracting Airline or Associate Airline has Fuel delivered into the Fuel System but has not thereafter withdrawn that Fuel from the Fuel System within thirty (30) days, then Operator will bill the Contracting Airline or Associate Airline for a resident Storage Fee in such amount as ORD Fuel may establish from time to time.

ARTICLE 13
USERS OTHER THAN CONTRACTING AIRLINES

Section 13.01 System Use Charges and Deposits. Each Non-Contracting User and Itinerant User will be charged with and will pay a System Use Charge, which Operator will collect on behalf of ORD Fuel for each Gallon of Fuel transported to such Non-Contracting User or Itinerant User through the Fuel System. The System Use Charge shall be billed, as applicable, to the Non-Contracting User or to the Contracting Airline or Non-Contracting User supplying Fuel to such Itinerant User. The System Use Charge will be in such amount as ORD Fuel will set and any change in the charge will be effective upon the first day of any calendar month following written notification of such change given by ORD Fuel to Operator. The System Use Charge will be in addition to any fee or charge imposed by the City and required to be collected by ORD Fuel on behalf of the City. The System Use Charge will be applied as provided in the Interline Agreement.

Each Non-Contracting User shall maintain on deposit with the Operator an amount equal to two months' estimated System Use Charge. Operator may draw against such deposit in the event the Non-Contracting User does not pay all amounts billed hereunder in a timely fashion.

Section 13.02 Storage Fee. In the event a Non-Contracting User has Fuel delivered into the Fuel System but has not thereafter withdrawn that Fuel from the Fuel System within thirty (30) days, then Operator will bill the Non-Contracting User for a resident Storage Fee in such amount as ORD Fuel may establish from time to time.

Section 13.03 Payment Requirements. Not later than thirty (30) days following the end of each calendar month, Operator will render or cause to be rendered an itemized bill to each Non-Contracting User and, if applicable, Contracting Airline for the amounts due and payable for such calendar month to ORD Fuel pursuant to Sections 13.01 and 13.02. Such bill will be due and payable upon receipt and will be delinquent fifteen (15) days thereafter. The amount of any undisputed delinquent bill will bear interest at two percent (2%) per month (or at the maximum rate permitted by Law, whichever is lower), from the date such amount is due. Operator will promptly notify ORD Fuel of any delinquency and may, upon the authorization of ORD Fuel, put such Non-Contracting User or Contracting Airline on a cash or prepayment basis. In the

event of the continued failure of a Non-Contracting User or Contracting Airline to pay such charges, the Operator shall pursue any and all legal and equitable remedies as authorized and directed by ORD Fuel as a Reimbursable Direct Cost under Section 4.01(b).

Section 13.04 Access Agreements. The Operator will not permit any Person to have access to the Fuel System to withdraw Fuel unless such Person has executed a Fuel System Access Agreement and satisfied all requirements in respect thereof.

ARTICLE 14
ADDITIONAL AND WITHDRAWING CONTRACTING AIRLINES

From time to time one or more Air Carrier may become Additional Contracting Airlines or may withdraw in accordance with the LLC Agreement and the Interline Agreement. Operator shall accept each such Additional Contracting Airline as a Contracting Airline or such withdrawal effective on the applicable date pursuant to the LLC Agreement and the Interline Agreement.

ARTICLE 15
MISCELLANEOUS

Section 15.01 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and deemed given (i) one day after being sent if sent by overnight express delivery with a reputable overnight delivery service, (ii) when sent if sent by teletype or electronic mail, (iii) at the time indicated on a transmission report showing a complete, successful transmission and automatically printed by the sending fax machine upon completion of transmission if sent by facsimile, (iv) when delivered if personally delivered, or (v) three days after deposit in the U.S. Postal Service if sent by certified mail, return receipt requested with postage prepaid, in each case when addressed to the party to receive notice at the address and fax number set forth beside its name on the signature page hereof or such other address as a party hereafter designates by written notice given in accordance with this Section 15.01.

Section 15.02 Amendments. This Agreement may not be amended or modified except in writing signed by Operator and ORD Fuel and approved by the City in accordance with the Fuel System Lease.

Section 15.03 Assignment: Successors. Operator may not assign, transfer or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part, nor encumber the Fuel System or any part thereof, without obtaining in advance the written consent of ORD Fuel. Any assignment or encumbrance without such consent, or which causes ORD Fuel to be in breach of the Fuel System Lease. shall be void and of no effect and, at ORD Fuel's election, shall constitute an Event of Default. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this Section.

Section 15.04 Complete Agreement. This Agreement sets forth the complete agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 15.05 Excusable Delay. Operator shall be excused from, and shall not be liable for, any impairment or interruption of service due to causes beyond its control. Such causes shall include only events constituting a Force Majeure Event under Section 15.16 of the Fuel System Lease. Nevertheless, in the event of any impairment or interruption of service resulting from such cause or causes, Operator shall use its best efforts to eliminate such impairment or interruption as soon as reasonably possible and in the interim to provide such services as may practicably be performed by Operator.

Section 15.06 Waiver. The failure of ORD Fuel or Operator to exercise any power or right under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right. All waivers of any power or right under this Agreement must be in writing, and no waiver of any right or power in a particular instance shall be deemed a permanent waiver of such power or right (unless the written waiver by its terms purports to be a permanent waiver) or a waiver of such power or right in any other instance.

Section 15.07 Governing Law. The Parties agree that this Agreement will be governed by the Laws and common law of the United States and the State of Illinois as though the entire contract were performed in the State of Illinois, and without regard to the State of Illinois's conflict of laws statutes. The Parties further agree that they consent to the jurisdiction of the Courts of the State of Illinois or the federal courts located within the State of Illinois and waive any claim of lack of jurisdiction or forum non conveniens.

Section 15.08 Severability. In the event any term, covenant or condition of this Agreement is found to be invalid or unenforceable under the Laws of any jurisdiction, such invalidity or unenforceability shall not affect any other term, covenant or condition hereof. In addition, any such invalid or unenforceable term, covenant or condition shall be deemed automatically modified to the minimum extent necessary to make such term, covenant or condition valid and/or enforceable while still fulfilling the original intent of the parties to this Agreement to the maximum extent possible.

Section 15.09 Utilities; Waiver of Damages. Operator hereby expressly waives any and all claims for damages arising or resulting from failures or interruptions of utility services furnished by the City or ORD Fuel hereunder including but not limited to electricity, gas, water, plumbing, sewage, telephone, communications, or for the failure or interruption of any public or passenger conveniences.

Section 15.10 Independent Contractor. The relationship of the parties hereto is that of purchaser and provider of services. Operator is intended to be an independent contractor and nothing herein is intended or is to be construed as establishing any agency, partnership or joint venture relationship between Operator and ORD Fuel.

Section 15.11 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which may bear one or more of the signatures of the parties to this Agreement and each of which shall be an original, but all of which together shall constitute but one and the same instrument.

Section 15.12 Construction

(a) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

(b) The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

Section 15.13 Attorneys' Fees. In the event that ORD Fuel or Operator fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all reasonable costs and reasonable expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

Section 15.14 Confidentiality. Operator and ORD Fuel agree that all non-public information obtained by either party regarding the other party in connection with this Operating Agreement and the Services provided will be considered confidential and shall not be reproduced, transmitted, used or disclosed by the receiving party, without written consent of the other party; provided however, that the foregoing limitation shall not apply to any information, or any portion thereof, which is (a) within the public domain at the time of disclosure; (b) is already known to or by the receiving party; (c) is furnished by or obtained from a third party under no obligation to keep the information confidential; or (d) is required to be disclosed by law, regulation or pursuant to an order or subpoena from a governmental authority with proper jurisdiction. If either party receives a subpoena or order or its legal counsel determines that disclosure of confidential information of the other party may be required, the receiving party will use commercially reasonable efforts to notify the other party of the requirement immediately and prior to disclosure. This Section 15.16 will survive the termination or completion of this Operating Agreement.

Section 15.15 Survival of Indemnities. Expiration or termination of this Agreement shall not affect the right of either party to enforce any and all indemnities given or made to the other party under this Agreement, nor shall it effect any provision of this Agreement that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Agreement, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee.

Section 15.16 Chairperson to Act for ORD Fuel. Any action required of or permitted to ORD Fuel hereunder may be performed by the Chairperson of the Fuel Committee for and on behalf of ORD Fuel. The Operator shall follow the directions of the Chairperson in all matters in

connection with this Agreement and shall not, as a result of any act or omission taken in good faith reliance thereon, incur any liability to ORD Fuel.

Section 15.17 Subordination of Lease to Agreements. Operator's use of the Fuel System shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. Operator shall reasonably abide by the requirements of agreements entered into between the City and the United States, 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.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MENZIES AVIATION

By: _____
Name: _____
Title: _____

Address for Notice (U.S. Mail):
Menzies Aviation
P.O. Box 66131
Chicago, IL 60666
Attention: General Manager

Overnight Courier:
Menzies Aviation
O'Hare International Airport
Touhy & Mt. Prospect entrance (Gd. Post #1)
Northwest Hangar Area
Chicago, IL 60666
Attention: General Manager
(773) 686-7500

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ORD FUEL COMPANY LLC

By: _____
Name: Christine Wang
Title: Chairperson, Fuel Committee

Address for Notice:
c/o American Airlines
4333 Amon Carter Blvd. MD 5223
Ft. Worth, TX 76155
(817) 963-2734
christine.wang@aa.com

With a copy to:
Maxi C. Lyons, Esq.
Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Email: mlyons@shermanhoward.com
(303) 299-8328

EXHIBIT L

FUEL SYSTEM ACCESS AGREEMENT

See attached.

EXHIBIT L

CHICAGO O'HARE INTERNATIONAL AIRPORT

FUEL SYSTEM ACCESS AGREEMENT

by and between

ORD FUEL COMPANY LLC

and

_____

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CHICAGO O'HARE INTERNATIONAL AIRPORT
FUEL SYSTEM ACCESS AGREEMENT

THIS FUEL SYSTEM ACCESS AGREEMENT (the "Agreement") is made and entered into as of _____, 201_ by and between ORD Fuel Company LLC, a Delaware limited liability company (the "Company"), and _____, a _____ corporation/limited liability company (the "FSA Counterparty").

WHEREAS, the City (as defined below) owns and operates the Airport (as defined below) and has the power to grant certain rights and privileges with respect thereto, all as hereinafter provided;

WHEREAS, the Company and the City have entered into a Fuel System Lease Agreement (the "Lease Agreement") pursuant to which the City grants to the Company the right to use the System (as defined below) at the Airport; and

WHEREAS, the Company and a third party (the "Operator") have entered into an Operation and Maintenance Agreement in the form attached to the Lease Agreement as Exhibit K, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement (the "Operating Agreement") for the operation, maintenance and management of such System in accordance with the Lease Agreement; and

WHEREAS, FSA Counterparty has been authorized by the City to provide fueling services at the Airport, and, in connection with its performance of such fueling services, FSA Counterparty needs access to the System to withdraw Fuel; and

WHEREAS, the Company may require, as a condition to the use of any part of the System, that parties desiring to access the System to provide into-plane services at the Airport execute a Fuel System Access Agreement with the Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Company and FSA Counterparty hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meaning set forth below:

"**Additional Contracting Airline**" means an Air Carrier that becomes a Member of the Company and a party to the Interline Agreement after the Initial Entry Date as defined in the Interline Agreement.

"**Air Carrier**" means any "air carrier" or "foreign air carrier" or "air cargo carrier" certified by the FAA and which is operating at the Airport.

"**Airport**" means Chicago O'Hare International Airport located in the City of Chicago, Illinois.

"**Associate Airline**" means an Air Carrier as to which a Member of the Company has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the System.

"**Bonded or FTZ Fuel**" means Fuel which is produced outside the United States of America, or in a foreign trade zone, remains segregated to the extent required by the United States Customs Service or other applicable Laws, is boarded on aircraft in the conduct of a foreign trade and otherwise meets the requirements and definitions as determined and regulated by the Department of the Treasury United States Customs Service or other applicable regulatory authorities.

"**Chairperson**" means the Chairperson of the Fuel Committee appointed by the Fuel Committee in accordance with the LLC 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.

"**Company**" has the meaning set forth in the first paragraph of this Agreement.

"**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.

"**Contracting Airline**" means an Air Carrier that is a party to the Interline Agreement and is a Member of the Company, including any Additional Contracting Airline.

"**Environmental Laws**" means all Federal, state, or local Laws, including statutes, ordinances, codes, rules, Airport guidance documents, written directives, plans and policies of general applicability, permits, regulations, licenses, authorizations, orders, or injunctions which pertain to health, safety, any Hazardous Substances or Other Regulated Materials, 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 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. Section 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. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 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 MWRD; the Municipal Code of the City of Chicago; any rules, regulations or orders issued by the Illinois Office of the State Fire Marshall; 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.

"**FSA Counterparty**" has the meaning set forth in the first paragraph hereof.

"**Fuel**" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) and any other quality specifications established by the Company from time to time.

"**Fuel Committee**" means the committee established to govern the Company pursuant to the LLC Agreement.

"**Fuel System Access Agreement**" means an agreement, in the form attached to the Lease Agreement as Exhibit L, between the Company and a Person to allow certain defined privileges and limited access to the System by the Person for the purpose of providing into-plane services to Users, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Gallon**" means a U.S. gallon.

"**Hazardous Substance**" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"**Interline Agreement**" means the Interline Agreement, in the form attached to the Lease Agreement as Exhibit I, among the Company and the Contracting Airlines (as defined therein) pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to the Lease Agreement and other expenses associated with the Company, the System, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Into-Plane Service Provider**" means any Person that (i) executes a Fuel System Access Agreement, and (ii) obtains all necessary approvals and permits from the City to perform into-plane fueling services for Users at the Airport.

"**Itinerant User**" means any Person who takes delivery of Fuel from the System and who is not a Contracting Airline, Associate Airline or a Non-Contracting User.

"**Laws**" means all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

"**Lease Agreement**" has the meaning set forth in the third paragraph of this Agreement.

"**Member**" means each member of the Company pursuant to the LLC Agreement.

"**Non-Contracting User**" means a Person that has executed a Non-Contracting User Agreement.

"**Non-Contracting User Agreement**" means an agreement, in the form attached to the Lease Agreement as Exhibit M, by and between the Company and any Person other than a Contracting Airline or Associate Airline that desires to use the System for storage and throughput of Fuel, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Operating Agreement**" has the meaning set forth in the fourth paragraph of this Agreement.

"**Operator**" has the meaning set forth in the fourth paragraph of this Agreement.

"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.

"**Person**" or "**person**" means any natural person, firm, partnership, corporation, governmental body or other legal entity.

"**Supplier**" means any Person who or which has an agreement with any User for the sale and supply of Fuel at the Airport; provided however, use of the System for storage or throughput of Fuel by any Person that is not a Contracting Airline shall be subject to compliance with requirements for accessing the System as established by the Company, and provided further that all Suppliers must obtain any required approvals, permits, and necessary permissions from the City to operate at or access the Airport.

"**System**" means, collectively, the elements of the Fuel receipt, storage, transmission, delivery and dispensing systems and related facilities, fixtures and equipment as more particularly described in the Lease, and any existing or future improvements thereto, including without limitation any additions, extensions, modifications, alterations or installations of equipment made thereto serving Terminals A, B, C, D and E and all future terminals, the south air cargo area and all future cargo aprons and aircraft parking aprons at the Airport, with the exception of the Northeast Cargo Area or any of the foregoing on the Northeast Cargo Area.

"**System Use Charge**" means the charge or charges established from time to time by the Company to be paid to the Company for each and every Gallon of Fuel put through any part of the System for the benefit of any Person (other than a Contracting Airline or an Associate Airline), as established by the Company from time to time.

"**User**" means any Contracting Airline, Associate Airline, Non-Contracting User or Itinerant User that uses the System for the receipt, storage or distribution of Fuel for use in connection with air transportation, or Gasoline for the purpose of fueling vehicles related to Airport operations.

"**Waste**" includes 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.

1.2 Article and Section Headings, Gender and References, Etc. 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 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; 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; and references to a Person include such Person's successors and permitted assigns. For purposes of this Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
RIGHT TO ACCESS SYSTEM

2.1 Access to System. Subject to the terms and conditions set forth herein and in the Lease Agreement and subject to any rules now or hereafter established by the Company, Operator or City, FSA Counterparty shall have the right, in connection with its performance of fueling services for Contracting Airlines, Non-Contracting Users, and/or Itinerant Users at the Airport, to withdraw Fuel from the System at locations designated by the Company and consistent with and subject to the restrictions set forth in the Non-Contracting User Agreement (if applicable) or the appropriate agreement between FSA Counterparty and such Contracting Airline(s), Non-Contracting User(s) and/or Itinerant User(s) with which it has contracted to perform fueling services. Prior to the use of and access to the System, FSA Counterparty shall (a) execute this Agreement, and (b) furnish evidence of insurance in accordance with Article 6 herein; and (c) furnish evidence of written approval by the City to perform into-plane services at the Airport.

2.2 Service to Non-Contracting Users and/or Itinerant Users. If service is to be provided by FSA Counterparty to a Non-Contracting User, such Non-Contracting User must

have in effect with the Company a Non-Contracting User Agreement. If service is to be provided by FSA Counterparty to an Itinerant User, all Fuel to be delivered to such Itinerant User must be owned either by a Contracting Airline or a Non- Contracting User.

2.3 Right to Withdraw Fuel. FSA Counterparty shall be entitled to withdraw Fuel from the System equal to that amount previously authorized by the owner of the Fuel to be withdrawn. Prior to providing service to an Itinerant User, FSA Counterparty shall confirm with the Company all agreements between such Itinerant User and the Contracting Airline or Non-Contracting User, as the case may be, with which the Itinerant User contracts for Fuel. FSA Counterparty shall confirm its authority to withdraw Fuel with the Company prior to each such withdrawal.

2.4 No Interference with System. In its use of the System, FSA Counterparty shall not unreasonably interfere with the operation and maintenance of the System by the Company, the Operator, any Contracting Airline, any Non-Contracting User, the City, or any other Into-Plane Service Provider.

2.5 Access Conditioned on Adherence to Rules. The Company may modify or replace portions of the System and may change the designation of locations to be used by FSA Counterparty from time to time. To the extent practicable, FSA Counterparty shall be given at least thirty (30) days' prior written notice thereof. FSA Counterparty's access rights are expressly conditioned upon its strict adherence to all rules, regulations, and directions of the Company, Operator and City, the Lease Agreement, and all applicable Laws.

2.6 Performance Obligations. FSA Counterparty represents, covenants, warrants and guarantees to the Company, and its successors and assigns, that FSA Counterparty shall duly and timely observe, perform, and discharge all of its duties, obligations, agreements, covenants, conditions and liabilities on its part to be observed, performed or discharged pursuant to this Agreement, and any renewal, successor or replacement agreements.

2.7 No Competing Storage Systems. During the term of this Agreement, FSA Counterparty represents that it shall not build, own or lease a separate Fuel storage system at the Airport. The FSA Counterparty agrees that the System shall be the sole and exclusive facility for the receipt, storage and distribution of Fuel for use by Air Carriers at the Airport, except as specifically set forth in the Lease Agreement.

2.8 Limitation on Rights. This Agreement is not intended to provide FSA Counterparty with any right or entitlement to any office, storage space or overnight delivery or any other rights not expressly set forth herein.

ARTICLE 3
CHARGES

FSA Counterparty shall promptly remit any amounts payable by it under this Agreement in accordance with Article 4 hereof. Any amounts due under this Agreement shall be in addition to any fee or charge imposed by the City related to use of the System or otherwise, and imposed and collected by the City or imposed by the City and required to be collected by the Company or the Operator on behalf of the City.

ARTICLE 4
BILLS AND ACCOUNTS, DEFAULT

The Company will render or cause to be rendered an itemized invoice for any amounts due and payable by FSA Counterparty under this Agreement. Such invoice shall be due and payable upon receipt and shall be delinquent ten (10) days thereafter. Any failure by the Company to so render an itemized invoice will not affect the obligation for payment of any amounts due hereunder. The amount of any delinquent invoice shall bear interest at two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower), from the date such amount is due. Operator shall promptly notify the Company of any delinquency in payment and may, upon the authorization of the Company, stop delivering services to FSA Counterparty. In the event of the continued failure of a User, including FSA Counterparty to pay any charges, the Company and the Operator may pursue any and all legal and equitable remedies as authorized by the Company, including without limitation, suspension and/or termination of into-plane fueling and other services to such User and its customers. In the event of suspension and/or termination of into-plane fueling or other services to a User and its customers, FSA Counterparty agrees to cease providing any into-plane services to such User and its customers.

ARTICLE 5
INDEMNIFICATION

5.1 Indemnification Obligations. SUBJECT TO THE FOLLOWING SENTENCE, FSA COUNTERPARTY AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE OPERATOR, THE CITY, AND THEIR RESPECTIVE MEMBERS (INCLUDING EACH OF THE MEMBERS OF THE COMPANY), OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS ("INDEMNITEES"), FROM AND AGAINST ALL SUITS, CLAIMS, LIABILITIES, DAMAGES, LOSSES, JUDGMENTS, COSTS, EXPENSES, PENALTIES AND FINES (INCLUDING REASONABLE ATTORNEYS' FEES, COSTS OF INVESTIGATION AND COURT COSTS) THAT MAY BE SUFFERED BY, ACCRUED AGAINST, CHARGED TO OR RECOVERABLE FROM EACH INDEMNITEE BY REASON OF ANY DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF, BY REASON OF OR WITH RESPECT TO, (A) ANY ALLEGED OR ACTUAL ACTION, INACTION, PERFORMANCE, FAILURE OF PERFORMANCE, CONDUCT OR OMISSION OF ANY NATURE OF FSA COUNTERPARTY, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES, ASSIGNS, REPRESENTATIVES, CUSTOMERS, CONTRACTORS OR SUBCONTRACTORS, OR ANY OF THEM (PROVIDED HOWEVER, THE FOREGOING SHALL NOT INCLUDE, FOR PURPOSES OF THIS SECTION 5.1, THE OPERATOR AND THE COMPANY AND THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, OR ANY OF THEM UNDER OR IN CONNECTION WITH THIS AGREEMENT), UNDER OR IN CONNECTION WITH THIS AGREEMENT, THEIR USE OF THE SYSTEM, OR THE SERVICES PROVIDED OR CONDUCTED BY FSA COUNTERPARTY, OR (B) ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY FSA COUNTERPARTY.

FSA COUNTERPARTY NEED NOT RELEASE, SAVE HARMLESS OR INDEMNIFY ANY INDEMNITEE UNDER THIS AGREEMENT AGAINST DAMAGE TO OR LOSS OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

5.2 **Certain Additional Specific Obligations.** Without limiting the generality of any other provisions hereof:

a. **FSA COUNTERPARTY'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS AS SET FORTH IN THIS ARTICLE 5 SHALL INCLUDE ALL OBLIGATIONS, CLAIMS, SUITS, DAMAGES, PENALTIES, COSTS AND EXPENSES, FINES AND LOSSES MADE OR INCURRED BECAUSE OF ANY ALLEGED OR ACTUAL VIOLATION OF ANY FEDERAL, STATE, LOCAL OR OTHER ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE FEDERAL CLEAN WATER ACT, SAFE DRINKING WATER ACT, CLEAN AIR ACT, RESOURCE CONSERVATION RECOVERY ACT, COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, EACH AS AMENDED FROM TIME TO TIME AND ANY SUCCESSOR LAWS, AND ALL RULES AND REGULATIONS PROMULGATED OR ADOPTED THEREUNDER, REGARDLESS OF WHETHER THE SAME ARE MADE BY PRIVATE PARTIES OR GOVERNMENTAL AGENCIES, WITH RESPECT TO OR ARISING OUT OF USE OF THE SYSTEM BY OR ON BEHALF OF FSA COUNTERPARTY. FSA COUNTERPARTY NEED NOT RELEASE, SAVE HARMLESS OR INDEMNIFY ANY INDEMNITEE UNDER THIS AGREEMENT AGAINST DAMAGE TO OR LOSS OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.**

b. **FSA COUNTERPARTY ACKNOWLEDGES THAT IN ITS PERFORMANCE UNDER THIS AGREEMENT AND OTHERWISE, FSA COUNTERPARTY WILL OPERATE FUEL TRUCKS AND/OR OTHER VEHICLES AND EQUIPMENT ("VEHICLES") AND/OR ITS EMPLOYEES WILL BE MOVING ABOUT IN AREAS WHERE AIRCRAFT ARE OPERATED, KNOWN COMMONLY AS THE AIR OPERATIONS AREA ("AOA"). FSA COUNTERPARTY FURTHER ACKNOWLEDGES THAT THE AOA IS MARKED WITH VARIOUS PAINTED LINES AND OTHER MARKINGS AND THAT THERE ARE CITY RULES INDICATING AND/OR SPECIFYING HOW OPERATIONS AND MOVEMENT WITHIN THE AOA ARE TO BE CONDUCTED (COLLECTIVELY "LINES AND RULES"). NOTWITHSTANDING THE FOREGOING, FSA COUNTERPARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR VEHICLES THAT ARE PARKED WITHIN AREAS THAT ARE SPECIFICALLY MARKED FOR THAT PURPOSE OR VEHICLES THAT ARE CONNECTED TO AIRCRAFT AND/OR IN THE PROCESS OF BEING CONNECTED OR DISCONNECTED AND ARE PROPERLY POSITIONED FOR DOING SO, AIRCRAFT WILL ALWAYS BE DEEMED TO HAVE THE RIGHT OF WAY, AND FSA COUNTERPARTY WILL BE WHOLLY RESPONSIBLE FOR ENSURING THAT VEHICLES AND ITS PERSONNEL REMAIN CLEAR OF ANY AIRCRAFT, EVEN WHEN AND WHERE AIRCRAFT HAVE DEVIATED FROM THE LINES AND RULES ("DUTY"). FSA**

COUNTERPARTY FURTHER ACKNOWLEDGES AND AGREES THAT IT WILL INDEMNIFY THE INDEMNITEES FOR ANY DAMAGE OR LIABILITY CAUSED BY ANY BREACH OF THE DUTY BY FSA COUNTERPARTY AND FSA COUNTERPARTY RELEASES AND WILL INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS FROM ANY DAMAGE TO ANY PERSONAL PROPERTY AND/OR BODILY INJURY OR DEATH OF ANY PERSON(S) RESULTING FROM SUCH BREACH. FSA COUNTERPARTY FURTHER ACKNOWLEDGES AND AGREES THAT THIS SECTION WILL NOT OPERATE TO LIMIT ANY OTHER PROVISION OF THIS AGREEMENT OR THE INDEMNITEES' RIGHTS AT LAW.

c. **FSA COUNTERPARTY AGREES AND HEREBY UNDERTAKES TO INDEMNIFY THE INDEMNITEES AGAINST ANY AND ALL FINES, PENALTIES, AND SETTLEMENTS FROM ACTIONS AGAINST THE INDEMNITEES FOR VIOLATIONS OF FEDERAL AVIATION ADMINISTRATION ("FAA") OR OTHER APPLICABLE FEDERAL, STATE, MUNICIPAL, LOCAL OR OTHER GOVERNMENTAL REGULATIONS OR STATUTES CAUSED BY FSA COUNTERPARTY'S ACT OR OMISSION, AND REASONABLE ATTORNEYS' FEES AND COURT COSTS, EXCEPT WHERE AND TO THE EXTENT SUCH VIOLATION RESULTS FROM THE INDEMNITEES' SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FSA COUNTERPARTY ACKNOWLEDGES THAT SUMS DUE UNDER THIS SECTION MAY BECOME DUE BOTH DURING AND AFTER THE TERM OF THIS AGREEMENT. FSA COUNTERPARTY AGREES TO PAY ANY AMOUNTS OWED UNDER THIS SECTION WITHIN THIRTY (30) DAYS AFTER RECEIPT OF NOTICE IN WRITING FROM THE INDEMNITEES. ANY SUMS THAT COME DUE PURSUANT TO THIS SECTION SHALL BE DUE IMMEDIATELY UPON DEMAND FROM THE COMPANY OR THE OPERATOR ON BEHALF OF THE COMPANY. FSA COUNTERPARTY AGREES THAT IN NO EVENT WILL THE PAYMENT OF ANY INDEMNITY UNDER THIS SECTION OR DEDUCTIONS FROM AMOUNTS OWED TO FSA COUNTERPARTY PURSUANT TO THIS SECTION RELEASE OR EXCUSE FSA COUNTERPARTY FROM ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT. FSA COUNTERPARTY FURTHER AGREES THAT ALL DECISIONS ON THE MANNER IN WHICH TO MANAGE, SETTLE, DEFEND OR DISPOSE OF CASES COVERED BY THIS SECTION WILL BE MADE BY THE COMPANY, IN ITS SOLE DISCRETION, UNLESS THE CITY IS THE INDEMNITEE, IN WHICH CASE IT SHALL MAKE SUCH DECISIONS. FSA COUNTERPARTY ACKNOWLEDGES THAT SUCH ACTIONS, SETTLEMENTS, AND NEGOTIATIONS MAY TAKE PLACE AT ANY TIME, INCLUDING, BUT NOT EXCLUSIVELY, BEFORE FORMAL PROCEEDINGS HAVE BEGUN, BEFORE A COMPLAINT IS ISSUED, AND BOTH BEFORE AND AFTER ANY FORMAL DECISION IS ISSUED. FSA COUNTERPARTY AGREES TO COOPERATE WITH AND PROVIDE REASONABLE ASSISTANCE TO THE COMPANY IN THE MANAGEMENT OF CASES COVERED BY THIS SECTION.**

5.3 Operator is Not a Partner or Joint Venturer. FSA Counterparty acknowledges that the Operator is an independent contractor and is not a partner or joint venturer of the Company or the City, or their successors or assigns, and FSA Counterparty shall not hold or seek

to hold the Company or the City or any of their members, officers, directors, employees, successors and assigns liable for any claim incurred or made as a result of the Operator's actions or failure to act nor hold nor seek to hold the Operator liable for any claim incurred or made as a result of the Company's or the City's actions or failure to act.

5.4 Survival. The obligations and agreements provided in this Article 5 shall survive and continue after the termination of this Agreement for any reason whatsoever.

ARTICLE 6
INSURANCE

6.1 Insurance Shall Cover Indemnification Obligations. FSA Counterparty shall insure its liability under Article 5 of this Agreement as part of, and to the extent of, the insurance required under this Article 6. Certificates of Insurance furnished pursuant to Article 6 of this Agreement shall state that such liability is so insured. However, the liability of FSA Counterparty under any indemnity provision contained in this Agreement shall not be limited to the insurance coverage limits set forth herein.

6.2 Requirements of Insurance. FSA Counterparty shall, at its own cost and expense, obtain and cause insurance to be kept in force for the following types of insurance, with reasonable deductibles approved by the Company and in not less than the following amounts, issued by insurers of recognized financial responsibility acceptable to the Company and insuring, among others, the Company, the Operator and the City, and their successors and assigns, against all liabilities, claims and expenses for accidents arising out of or in connection with FSA Counterparty's use of the System. Such insurance coverage shall be primary, without any right of contribution from any insurance which is carried by the Company, any Contracting Airline, any Non-Contracting User, any Itinerant User, any Into-Plane Service Provider, the Operator or the City, and shall extend to loss of or damage to aircraft.

FSA Counterparty shall cause a certificate of insurance to be furnished to the Company evidencing such insurance, and providing that such insurance shall not be cancelable or the coverage thereof modified except after thirty (30) days' written notice to the Company and the Operator of such proposed cancellation or modification, and shall, during said thirty (30) day period, obtain and provide the Company with replacement certificates from qualified companies evidencing such insurance coverage as required herein. Each certificate shall certify that the insurance evidenced thereby fully satisfies the insurance requirements of this Agreement. The required insurance and minimum limits of coverage are as follows:

DESCRIPTION	LIMIT OF LIABILITY
Comprehensive Aviation Liability, including bodily injury and property damage, including restricted premises automobile liability, contractual and products hazards	$500,000,000 each occurrence
Workers' Compensation	Statutory requirements

Employer's Liability	$1,000,000 each accident or disease
Environmental Impairment or Pollution Liability Insurance	not less than $10,000,000 in the aggregate

The Company reserves the right to change the limits herein specified during the term of this Agreement, but in so doing will give FSA Counterparty at least sixty (60) days' prior written notice. The Company, the Operator and the City shall be listed as additional insureds on all liability policies.

In lieu of the insurance otherwise required by this Section 6.2, FSA Counterparty may provide equivalent protection under a self-insurance plan or self-administered claims program provided that the terms thereof are acceptable to Company, and provided further, that the granting of such approval shall in no way void the insurance coverage requirements set forth herein. FSA Counterparty must provide a self-insurance letter in form and with all information required by the Company with respect to the terms of such self-insurance plan or self-administered claims program.

6.3 Insurer to Waive Subrogation Rights. FSA Counterparty shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by it and required hereunder pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with any third party or among themselves to waive any claim it or any of them may have against any of the others or such third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to the Company, the Operator and the City, and their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors. FSA Counterparty hereby releases each of the Company, the Operator and the City, and their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors in respect of any claim (including, without limitation, a claim for negligence) which it might otherwise have against the Company, the Operator and/or the City, or any of their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors for any loss, damage or other casualty occurring during the term of this Agreement and covered under any insurance policy carried by FSA Counterparty.

ARTICLE 7
RULES AND REGULATIONS; STANDARDS OF OPERATION

7.1 Compliance with Rules. In connection with this Agreement and the use of the System, FSA Counterparty shall comply with the Lease Agreement, all applicable Laws and rules and procedures established by the Company, the Operator and the City or any other federal, state or local agency or body relating to safety and the operation of the System.

7.2 **Compliance with Applicable Law.** Without limiting the generality of Section 7.1 of this Article 7, FSA Counterparty shall comply with all applicable Laws of any governmental body, including, but not limited to, all rules and regulations of the City or any political subdivision thereof or any agency, official or commission of the City, relating to the City and all applicable security regulations promulgated by the FAA or any successor agency thereto.

7.3 **Liability for Spills, Damage Caused by FSA Counterparty.** FSA Counterparty shall be solely liable for and shall be financially responsible for the cleanup of any spills of Hazardous Substances or Other Regulated Materials or damage to the System caused in any manner by FSA Counterparty, its agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors (but expressly excluding the Operator and the Company and their respective shareholders, officers, directors, employees, agents, representatives, contractors and subcontractors, successors and assigns). FSA Counterparty shall notify the Company, the City and the Operator promptly of any such spill or damage, regardless of size or extent. The Company, the City or Operator may perform all cleanup and repair work and FSA Counterparty shall reimburse the Company or the City for the cost thereof, or the Company or the City may, at the Company's election, instruct FSA Counterparty to perform such work. In the event the Company or the City elects to require FSA Counterparty to perform such clean up and repair work, the City, the Operator and/or the Company shall have the right to approve all clean up and repair plans (including the persons or entities that will perform such work) and to exercise general supervision over such work to the same degree as is permitted under the Lease Agreement. FSA Counterparty agrees to commence clean up and repair work promptly and to diligently continue such work until completed in a manner which will minimize interference to any operations at the Airport.

7.4 **Damage in Excess of Insurance Coverage.** Any damage to the System or other property of any Contracting Airline, Associate Airline, Non-Contracting User, Itinerant User, Into-Plane Service Provider, the Company, the Operator or the City caused by FSA Counterparty or any agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors of FSA Counterparty which is not covered by the insurance required to be carried under the provisions of this Agreement, or which is in excess of the limits of such insurance or subject to deductible amounts, will be repaired and/or paid for immediately by FSA Counterparty at the election of the Company or the City as provided in Section 7.3.

7.5 **Inspection of Equipment.** The City, the Company or the Operator on behalf of the Company, shall have the right to perform periodic inspections of all equipment that interfaces with the System to verify compatibility and safety and, as respects any metering device, the accuracy of such device by use of a prover. FSA Counterparty shall deliver for inspection any equipment that interfaces with the System and is designated by the City, the Company or the Operator to the location designated by the City, the Company or the Operator at the time designated by the City, the Company or the Operator.

7.6 **Records of Fuel Transactions.** FSA Counterparty understands and agrees that all withdrawals of Fuel from the System and all dispensals into aircraft shall be recorded on standardized tickets provided by the Operator on behalf of the Company. Further, all fueling vehicles and equipment utilized by FSA Counterparty to provide fueling services shall be

equipped with "punch-type" meters to record each dispensal of Fuel into aircraft. At the time Fuel is dispensed to the aircraft of any Contracting Airline, Non-Contracting User or Itinerant User, whether or not the System was used to effect such delivery, FSA Counterparty must provide to the Operator by the next day of a copy of each aircraft dispensal ticket showing the number of Gallons delivered into such aircraft, the party for whose account such delivery was made, the Supplier of record and a reconciliation of all Gallons delivered into all aircraft serviced by FSA Counterparty. Fuel received by FSA Counterparty from an aircraft defueling at the Airport shall not be permitted to be delivered into the System.

ARTICLE 8
OPERATOR

8.1 Operator Selected by Company. The Operator has been, and shall be, selected by the Company from time to time to manage, maintain and operate the System on behalf of the Company. FSA Counterparty acknowledges that the Operator is responsible to the Company for, inter alia, the performance of all those applicable obligations outlined in the Operating Agreement and the Lease Agreement, including payment of all monies on behalf of the Company. Except as otherwise required herein, all communications concerning FSA Counterparty's rights and obligations regarding its day-to-day use of the System shall be directed to the Operator.

8.2 Notices to Operator. FSA Counterparty agrees that it shall give the Company and the Operator reasonable advance notice of its requirements, customers, Suppliers, volumes, types and grades of Fuel and any other information which may affect Fuel demands, storage requirements, or are otherwise pertinent to Operator's services.

8.3 Operator's Employees. The employees of Operator engaged in performing services at the Airport are and shall be considered employees of Operator for all purposes and under no circumstances shall be deemed to be employees of the City, the Company, its Members or FSA Counterparty. FSA Counterparty shall neither exercise nor have any supervision or control over any employee of Operator, and any complaint or requested change in procedure will be transmitted in writing by FSA Counterparty to the Operator, with a copy to the Chairperson. Operator will determine and give any necessary instructions to its own personnel.

ARTICLE 9
TERMS AND TERMINATION

9.1 Term and Effective Date. This Agreement shall become effective on the date above written and shall continue in effect until terminated by either party upon at least thirty (30) days' advance written notice.

9.2 Right to Terminate and Events of Default. Notwithstanding the foregoing, this Agreement may be terminated immediately by the Company by written notice to FSA Counterparty upon the occurrence of any one of the following events (each, an "Event of Default"):

a. FSA Counterparty fails to pay when due any amount required to be paid hereunder;

b. FSA Counterparty fails to observe any Laws or rules, regulations, procedures or standards of operation as provided in Article 7 of this Agreement;

c. FSA Counterparty's use, conduct or activities involving the System disrupts or interferes with the use, enjoyment or operation of the System by any Contracting Airline, any Non-Contracting User, any other User, any other Into-Plane Service Provider, the Company or the Operator;

d. FSA Counterparty otherwise fails to keep any term, covenant or condition required to be kept by FSA Counterparty under this Agreement;

e. Termination of the Company's right to use or possess the System;

f. FSA Counterparty shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any of the above-described proceedings, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of FSA Counterparty or any material part of its properties;

g. Thirty (30) days after the commencement of any proceeding against FSA Counterparty seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or within thirty (30) days after the appointment without the consent or acquiescence of FSA Counterparty of any trustee, receiver or liquidator of FSA Counterparty or of any material part of its properties, such appointment shall not have been vacated;

h. The damage or destruction of the System or of such portion of the System that the Company determines, in its sole discretion, that further satisfaction of the Company's obligations to FSA Counterparty under this Agreement is no longer practicable;

i. The termination of all of FSA Counterparty's aircraft operations at the Airport and/or all contracts for providing fueling services with all Contracting Airlines, Non-Contracting Users or Itinerant Users; or

j. Any statement, representation, or warranty by FSA Counterparty herein or in any writing delivered to the Company pursuant to the provisions hereof, is determined by the Company to be false, intentionally misleading, or erroneous in any material respect.

k. FSA Counterparty causes Company to be in default under the Lease Agreement.

9.3 Survival. The termination of this Agreement for any reason whatsoever shall not affect any rights, liabilities, or obligations of either the Company or FSA Counterparty or the rights of the Operator which have accrued in connection with this Agreement prior to the date of

such termination and, without limiting the generality of the foregoing, shall not affect any right of any Indemnitee (as defined in Section 5.1 of Article 5 of this Agreement) to indemnity as provided in Article 5 of this Agreement.

ARTICLE 10
REMEDIES AND PAYMENT PROVISIONS

10.1 Right to Terminate; Late Payments. Upon the occurrence of an Event of Default, the Company will have the right to terminate immediately this Agreement or to pursue any remedy whatsoever provided by law or equity, or both. If payment is not made when due of any amount payable by FSA Counterparty to the Company under this Agreement, such amount shall bear interest at the rate of two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower) from the date such amount is due.

10.2 Additional Remedies to Enforce Payments. In the event FSA Counterparty fails or refuses to pay when due any amount owed by FSA Counterparty to the Company under this Agreement, the Company or, at its discretion, the Operator, may enforce such payment by:

a. Suspending or terminating FSA Counterparty's rights under this Agreement to use the System to provide into plane fueling services or otherwise; and/or

b. Pursuing any and all other legal or equitable remedies available to the Company or the Operator.

ARTICLE 11
SUBSTITUTION OF OPERATOR

All notices to be given to or by the Company shall be effective if given to or by Operator on behalf of the Company. FSA Counterparty may rely upon and shall comply with instructions and directions given by Operator. If at any time during the term of this Agreement, the Operating Agreement is terminated and the Company designates a new Operator for the System, such new Operator shall be deemed the successor Operator for all purposes of this Agreement. This Agreement shall not terminate by reason of any such substitution of Operators.

ARTICLE 12
EXCUSABLE DELAY

It is agreed among the parties to this Agreement that, except for the indemnity and insurance obligations and for any obligation to the City as to make payments of money hereunder, the Company, the Operator and FSA Counterparty shall be excused from, and shall not be liable with respect to, any failure of performance under this Agreement due to causes beyond its reasonable control; provided, however, the parties hereto shall in good faith and to the extent reasonably practicable attempt to continue, despite the occurrence of such causes, the performance of services under this Agreement. Additionally, without limiting the generality of the foregoing, neither the Operator nor the Company shall have any liability to FSA Counterparty for any costs or damages resulting from a delay in scheduled or nonscheduled arrivals or departures of aircraft caused by any failure of performance by Operator or the Company under this Agreement. **UNDER NO CIRCUMSTANCES SHALL OPERATOR,**

THE CITY OR THE COMPANY, OR THEIR RESPECTIVE MEMBERS (INCLUDING EACH OF THE MEMBERS OF THE COMPANY), ASSIGNEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OR ANY FOREKNOWLEDGE OF SUCH DAMAGES.

ARTICLE 13
NOTICES

All notices required or permitted to be given under this Agreement shall be in writing addressed to the party to receive notice as follows, or to such other address as the party to receive notice shall hereinafter designate. Such notice shall be deemed given when sent certified mail, return receipt requested, or overnight express delivery, or by telefacsimile or other electronic delivery, or personally delivered to the following:

If to FSA Counterparty:

_____

Attn: _____

_____

_____

Ph: _____

Fax: _____

If to the Company:

ORD Fuel Company LLC
Attn: Christine Wang, Fuel Committee Chairperson
c/o American Airlines
4333 Amon Carter Blvd., MD 5223
Ft. Worth, TX 76155
United States of America
Tel: (817) 963-2734
Fax: (817) 963-2033
Email: Christine.Wang@aa.com

with a copy to:

Maxi C. Lyons, Esq.
Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Ph: 303-299-8258
Fax: 303-298-0940

If to the Operator:

Michael G. Loveridge
General Manager
Chicago O'Hare International Airport
521 Old Cargo Road
Chicago, Illinois 60666
Ph: 773-686-7500
Fax: 773-686-1475

ARTICLE 14
NONDISCRIMINATION, SAFETY AND ENVIRONMENTAL REQUIREMENTS

FSA Counterparty agrees to conduct its business hereunder in a manner which complies with all requirements imposed by or pursuant to 49 CFR Part 21, "Nondiscrimination in Federally Assisted Programs" of the U.S. Department of Transportation; 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964; 14 CFR Part 152, Subject E; by standards adopted pursuant to the Occupational Safety and Health Act of 1970, and by the Federal Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and other applicable Laws protecting the environment, and as these or related statutes or regulations may be amended or supplemented.

ARTICLE 15
SUBORDINATION OF LEASE TO AGREEMENTS

FSA Counterparty's use and occupancy of the System shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. FSA Counterparty shall reasonably abide by the requirements of agreements entered into between the City and the United States, 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.

ARTICLE 16
FSA COUNTERPARTY'S WARRANTIES

FSA Counterparty represents and warrants to the Company as follows:

16.1 Authority. FSA Counterparty has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by FSA Counterparty hereunder.

16.2 Binding Effect. This Agreement has been duly executed by a duly authorized officer of FSA Counterparty and is the legal, valid, and binding obligation of FSA Counterparty, enforceable in accordance with its terms.

16.3 Approvals and Consents. FSA Counterparty has obtained all requisite approvals and consents, if any, necessary or appropriate to enter into this Agreement and to perform its obligations hereunder.

16.4 Good Standing. FSA Counterparty represents that it is in good standing and not in default under all other agreements and contracts with the City and/or relating to the Airport.

ARTICLE 17
MISCELLANEOUS

17.1 Assignment. This Agreement may not be assigned by FSA Counterparty, by operation of law or otherwise, without the prior written consent of the Company, and any attempted assignment or transfer in violation of the foregoing shall be null and void and of no effect. The Company may assign this Agreement to any successor (including without limitation, any Operator or lessee of the System) and to any Person in connection with any financing or indebtedness of the Company or related to the System.

17.2 Reasonable Cooperation. The parties hereto agree to execute any documents and take any action reasonably necessary to effectuate the terms and intent of this Agreement.

17.3 Waiver. The failure of the Company or FSA Counterparty to exercise any power or right under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or future exercise thereof, or the exercise of any other power or right. Any waiver of any provisions of this Agreement must be in writing signed by the party granting the waiver.

17.4 Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void any other provision in this Agreement.

17.5 Amendments. This Agreement may be amended or modified only by a written agreement signed by the parties hereto and approved by the City in accordance with the Lease Agreement.

17.6 Headings. The article headings herein 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 provision of this Agreement.

17.7 Applicable Law; Forum. This Agreement shall be governed by and construed in accordance with the Laws and common law of the State of Illinois as though this Agreement were performed in its entirety in the State of Illinois and without regard to the conflict of laws statutes or rules of the State of Illinois. The parties consent to the jurisdiction of the courts located within Cook County, State of Illinois or the federal courts located within Cook County, State of Illinois and waive any claim of lack of jurisdiction or *forum non conveniens*.

17.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of both the Company and FSA Counterparty and their respective successors and permitted assigns. This Agreement shall be signed on behalf of the Company by the Chairperson or Vice-Chairperson of the Fuel Committee.

17.9 Attorneys' Fees. In case suit or action is instituted by the Parties to this Agreement to enforce compliance with any of the terms, covenants or conditions of this Agreement, to collect any amount due under this Agreement or for damages for breach of this Agreement, or for a declaration of rights hereunder, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorneys' fees to be allowed the prevailing party in such suit or action and in the event any appeal or review is taken from any judgment or decree in any such suit or action, the losing party agrees to pay such further sum as the appellate or reviewing court shall adjudge reasonable as the prevailing party's attorneys' fees on such appeal or review.

17.10 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Agreement.

17.11 Rights & Remedies Cumulative. The rights and remedies granted herein are cumulative and in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

17.12 Third Party Beneficiaries. The Operator, the City and any successor or assign of the Company are intended to be and are each a third party beneficiary of this Agreement to the extent of those rights, including without limitation rights of indemnification, which are expressly reserved or granted to the Operator, the City and/or such successor or assign herein. This Section 17.12 shall survive the termination of this Agreement.

17.13 Subordination to Lease Agreement. In the event of any conflict between this Agreement and the System Lease, the Lease Agreement shall govern.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Fuel System Access Agreement to be duly executed effective as of the day and year above written.

THE COMPANY:

ORD Fuel Company LLC,
a Delaware limited liability company

By: _____
Name:
Title: Chairperson, Fuel Committee

FSA COUNTERPARTY:

By: _____
Name:
Title:

EXHIBIT M

NON-CONTRACTING USER AGREEMENT

See attached.

EXHIBIT M

CHICAGO O'HARE INTERNATIONAL AIRPORT

NON-CONTRACTING USER AGREEMENT

by and between

ORD FUEL COMPANY LLC

and

_____

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CHICAGO O'HARE INTERNATIONAL AIRPORT
NON-CONTRACTING USER AGREEMENT

THIS NON-CONTRACTING USER AGREEMENT (the "Agreement") is made and entered into as of _____, 201_ by and between ORD Fuel Company LLC, a Delaware limited liability company (the "Company"), and _____, a _____ corporation/limited liability company (the "NCU Counterparty").

WHEREAS, the City (as defined below) owns and operates the Airport (as defined below) and has the power to grant certain rights and privileges with respect thereto, all as hereinafter provided;

WHEREAS, the Company and the City have entered into a fuel system lease agreement (the "Lease Agreement") pursuant to which the City grants to the Company the right to use the System (as defined below) at the Airport; and

WHEREAS, the Company and a third party (the "Operator") have entered into an Operation and Maintenance Agreement in the form attached to the Lease Agreement as Exhibit K, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement (the "Operating Agreement") for the operation, maintenance and management of such System in accordance with the Lease Agreement; and

WHEREAS, NCU Counterparty desires to use the System to receive, handle and store Fuel (as defined below) for users of such Fuel from NCU Counterparty; and

WHEREAS, the Company may require, as a condition to the use of any part of the System, that parties desiring to receive, handle and store Fuel in such System execute a Non-Contracting User Agreement with the Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Company and NCU Counterparty hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Additional Contracting Airline**" means an Air Carrier that becomes a Member of the Company and a party to the Interline Agreement after the Initial Entry Date as defined in the Interline Agreement.

"**Agreement**" has the meaning set forth in the first paragraph of this Agreement.

"**Air Carrier**" means any "air carrier" or "foreign air carrier" or "air cargo carrier" certified by the FAA and which is operating at the Airport.

"**Airport**" means Chicago O'Hare International Airport located in the City of Chicago, Illinois.

"Airport Use and Lease Agreement" has the meaning set forth in Section 1.02(c) of the Lease Agreement.

"**Associate Airline**" means an Air Carrier as to which a Member of the Company has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the System.

"**Billing Period**" means the calendar month for which an invoice is rendered to a Non-Contracting User, on its behalf and/or on behalf of any Itinerant User supplied by such Non-Contracting User.

"**Bonded or FTZ Fuel**" means Fuel which is produced outside the United States of America, or in a foreign trade zone, remains segregated to the extent required by the United States Customs Service or other applicable Laws, is boarded on aircraft in the conduct of a foreign trade and otherwise meets the requirements and definitions for bonded or foreign trade zone Fuel as determined and regulated by the Department of the Treasury United States Customs Service or other applicable regulatory authorities.

"**Chairperson**" means the Chairperson of the Fuel Committee appointed by the Fuel Committee in accordance with the LLC 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. **"City Cost Recovery Charge"** has the meaning set forth in Section 1.02(l) of the Lease Agreement.

"City System Costs" has the meaning set forth in Section 1.02(m) of the Lease Agreement.

"**Company**" has the meaning set forth in the first paragraph of this Agreement.

"**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.

"**Contracting Airline**" means an Air Carrier that is a party to the Interline Agreement and is a Member of the Company, including any Additional Contracting Airline.

"**Environmental Laws**" means all Federal, state, or local Laws, including statutes, ordinances, codes, rules, Airport guidance documents, written directives, plans and policies of

general applicability, permits, regulations, licenses, authorizations, orders, or injunctions which pertain to health, safety, any Hazardous Substances or Other Regulated Materials, 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. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 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. Section 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. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 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 MWRD; the Municipal Code of the City of Chicago; any rules, regulations or orders issued by the Illinois Office of the State Fire Marshall; 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.

"**FAA**" means the Federal Aviation Administration.

"**Fuel**" means kerosene-based jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) and any other quality specifications established by the Company from time to time.

"**Fuel Committee**" means the committee established to govern the Company and the System pursuant to the LLC Agreement.

"**Fuel System Access Agreement**" an agreement, in the form attached to the Lease Agreement as Exhibit L, between the Company and a Person to allow certain defined privileges and limited access to the System by the Person for the purpose of providing into-plane services to Users, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Gallon**" means a U.S. gallon.

"**Hazardous Substance**" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"**Interline Agreement**" means the Interline Agreement, in the form attached to the Lease Agreement as Exhibit I, among the Company and the Contracting Airlines (as defined therein) pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to the Lease Agreement and other expenses associated with the Company, the System, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Into-Plane Service Provider**" means any Person that (a) executes a System Access Agreement; and (b) obtains all necessary approvals and permits from the City to perform into-plane fueling services for Users at the Airport.

"**Itinerant User**" means any Person who takes delivery of Fuel from the System and who is not a Contracting Airline, Associate Airline or a Non-Contracting User.

"**Laws**" means all present and future applicable statutes, laws, ordinances, directives, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements of all governmental authorities including without limitation city, state, municipal, county, federal agencies or the United States government, including the FAA, and their departments, boards, bureaus, commissions and officials and such other authority as may have jurisdiction, including, but not limited to, Environmental Laws.

"**Lease Agreement**" has the meaning set forth in the third paragraph of this Agreement.

"**Member**" means each member of the Company pursuant to the LLC Agreement.

"**NCU Counterparty**" has the meaning set forth in the first paragraph hereof.

"**Non-Contracting User**" means a Person that has executed a Non-Contracting User Agreement.

"**Non-Contracting User Agreement**" means an agreement, in the form attached to the Lease Agreement as Exhibit M, by and between the Company and any Person other than a Contracting Airline or Associate Airline that desires to use the System for storage and throughput of Fuel, as such agreement is amended from time to time, subject to the City's approval pursuant to the Lease Agreement.

"**Non-Contracting User Airlines**" means airlines which have executed a Non-Contracting User Agreement.

"**Non-Contracting User Suppliers**" means Suppliers which have executed a Non-Contracting User Agreement.

"**Operating Agreement**" has the meaning set forth in the fourth paragraph of this Agreement.

"**Operator**" has the meaning set forth in the fourth paragraph of this Agreement.

"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.

"**Person**" or "**person**" means any natural person, firm, partnership, corporation, limited liability company, governmental body or other legal entity.

"**Reserve Funds**" means the funds required to be paid by NCU Counterparty pursuant to Section 3.04 and Section 3.05 herein.

"**Storage Fee**" means the charge to be paid to the Company by a Non-Contracting User for the storage of Fuel in the System as provided in the Non-Contracting User Agreement.

"**Supplier**" means any Person who or which has an agreement with any User for the sale and supply of Fuel at the Airport; provided however, use of the System for storage or throughput of Fuel by any Person that is not a Contracting Airline shall be subject to compliance with requirements for accessing the System as established by the Company, and provided further that all Suppliers must obtain any required approvals, permits, and necessary permissions from the City to operate at or access the Airport.

"**System**" means, collectively, the elements of the Fuel receipt, storage, transmission, delivery and dispensing systems and related facilities, fixtures and equipment as more particularly described in the Lease, and any existing or future improvements thereto, including without limitation any additions, extensions, modifications, alterations or installations of equipment made thereto serving Terminals A, B, C, D and E and all future terminals, the south air cargo area and all future cargo aprons and aircraft parking aprons at the Airport, with the exception of the Northeast Cargo Area or any of the foregoing on the Northeast Cargo Area.

"**System Use Charge**" means the charge or charges established from time to time by the Company to be paid to the Company for each and every Gallon of Fuel put through any part of the System for the benefit of any Person other than a Contracting Airline or Associate Airline, as established by the Company from time to time.

"**User**" means any Contracting Airline or Associate Airline, Non-Contracting User or Itinerant User.

"**Waste**" includes 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.

1.02 Article and Section Headings, Gender and References, Etc. 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 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; 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; and references to a Person include such Person's successors and permitted assigns. For purposes of this Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
RIGHT TO USE SYSTEM

2.01 Right to Use System. Subject to the terms and conditions set forth herein and in the Lease Agreement and subject to any rules now or hereafter established by the Operator, the Company, or the City, the NCU Counterparty shall be allowed to use the System as provided herein, provided that prior to the use of the System, NCU Counterparty (a) executes this Non-Contracting User Agreement, as amended from time to time, (b) prepays the amounts, including the Reserve Funds, as required under Article 3 herein, and (c) provides evidence of insurance required under this Agreement. The NCU Counterparty understands and agrees that the System shall be the sole and exclusive facility for the receipt, storage and distribution of Fuel at the Airport. Non-Contracting Users shall be divided into two categories: Non-Contracting User Airlines" and "Non-Contracting User Supplies."

2.02 Access Rights of Non-Contracting User Airlines. If NCU Counterparty is a Non-Contracting User Airline, the NCU Counterparty may use the System as provided herein on a non-priority and non-discriminatory basis to receive, handle, and store Fuel for distribution into its aircraft when such aircraft is serviced. NCU Counterparty understands and agrees that the only Persons permitted to access the System to withdraw Fuel and dispense into-plane are Persons that have been authorized as an Into-Plane Service Provider by the City and have executed a System Access Agreement. NCU Counterparty may obtain its own into-plane fueling service only from a Person who has qualified as an Into-Plane Service Provider and has executed, and is in good standing under, a System Access Agreement and/or may provide its own into-plane fueling service only if it has qualified as an Into-Plane Service Provider and executed, and is in good standing under, a System Access Agreement. No other use of or access to the System is permitted.

2.03 Access Rights of Non-Contracting User Suppliers. If NCU Counterparty is a Non-Contracting User Supplier, the NCU Counterparty may use the System on a non-priority and non-discriminatory basis to receive, handle and store for distribution, Fuel for use by Contracting Airlines, Associate Airlines, Non-Contracting User Airlines and Itinerant Users. NCU Counterparty understands and agrees that the only Persons permitted to access the System to withdraw Fuel and dispense Fuel into-plane are Persons that have been authorized as an Into-Plane Service Provider by the City and have executed a System Access Agreement. No other use of or access to the System is permitted.

2.04 Compliance. NCU Counterparty represents, covenants, warrants and guarantees to the Company, and its successors and assigns, that NCU Counterparty shall duly and timely observe, perform, and discharge all of its duties, obligations, agreements, covenants, conditions

and liabilities on its part to be observed, performed or discharged pursuant to this Agreement, and any renewal, successor or replacement agreements.

2.05 Defueling. In the event of defueling of Fuel from any aircraft of any Air Carrier (including, without limitation, if applicable, the NCU Counterparty), or the aircraft of any Air Carrier supplied by a Non-Contracting User Supplier (including, without limitation, if applicable, the NCU Counterparty), Fuel so defueled shall be held separately in facilities of the applicable defueling service provider. Such defueled Fuel may not be returned to the System and shall be delivered only into an aircraft of a party which agrees to accept it or otherwise in accordance with the instructions of the owner of such Fuel and all applicable Law.

ARTICLE 3
CHARGES

3.01 System Use Charges. In order to compensate for rentals, rates, fees and charges payable to the City and for the costs of maintaining and operating the System and other services provided by the Company and the Operator, each Non-Contracting User (including, without limitation, the NCU Counterparty), for itself or for an Itinerant User which such Non-Contracting User supplies, shall be charged with and pay, as provided in Section 3.02, a System Use Charge to the Company (credited as provided in the Interline Agreement) for each and every Gallon of Fuel put through the System for use by such Non-Contracting User (including, without limitation, the NCU Counterparty) or its customers other than Contracting Airlines. The System Use Charge shall be in such amount or amounts as the Company establishes from time to time in accordance with the terms of the Lease Agreement and any change in the System Use Charge shall be effective upon the first day of any calendar month following written notification to Non-Contracting User of such change. No System Use Charge shall be assessed for Fuel put through the System and delivered to a Contracting Airlines.

3.02 Invoices. The Operator will render or cause to be rendered an itemized invoice for all System Use Charges due to the Company. The System Use Charge, calculated as provided herein, shall be assessed and payable as follows:

(a) If the end user of the Fuel is a Non-Contracting User Airline, the System Use Charge shall be billed to the Non-Contracting User Airline; and

(b) If the end user of the Fuel is an Itinerant User, the System Use Charge shall be billed to the Contracting Airline Supplier or the Non-Contracting User Supplier.

3.03 Other Charges. The System Use Charge shall be in addition to any fee or charge imposed by the City related to use of the System and required to be collected by the Company or the Operator on behalf of the City.

3.04 Reserve Funds. Each Non-Contracting User shall maintain with the Company Reserve Funds on behalf of itself and each Itinerant User that such Non-Contracting User supplies. Reserve Funds shall be in an amount equal to two (2) months' System Use Charge and any additional fees and charges required to be collected by the Company or the Operator on behalf of the Company or the City, all as determined by the Company. The Reserve Funds may be commingled with other funds by the Company and shall not be required to be maintained

separately from such funds, all of which may be used for the general purposes of the Company. The Company may use the Reserve Funds without prior or concurrent notice to cover any default by the NCU Counterparty in respect of payment obligations under this Agreement or any other agreement or arrangement with the Company. Reserve Funds are refundable, less deductions for defaults as provided above, upon termination of this Agreement. If the Reserve Funds are used to cover, or are insufficient to cover, any default or payment obligation of the Non-Contracting User as contemplated by this Agreement, the Non-Contracting User must replenish the Reserve Funds immediately upon demand from or on behalf of the Company to the full amount required hereunder.

3.05 Adjustment of Reserve Funds. The Reserve Funds amount for each Non-Contracting User shall be adjusted annually (on a calendar year basis), and at such other times as the Company shall determine, to equal twice the average monthly System Use Charge for such Non-Contracting User for the previous twelve (12) months plus the amount of any unpaid payment obligation. In the event a Non-Contracting User has been a Non-Contracting User for less than twelve months (12), the Reserve Funds for that Non-Contracting User shall be twice the Company's good faith projection of that Non-Contracting User's average monthly System Use Charges for the first twelve (12) months the Non-Contracting User is a Non-Contracting User.

3.06 Payments. NCU Counterparty shall promptly remit the fees and charges payable by it under this Agreement in accordance with Articles 3 and 4 hereof.

3.07 Confirmation of Status. Upon request from NCU Counterparty, the Company shall confirm to NCU Counterparty the status of NCU Counterparty's customers as Contracting Airlines, Associate Airlines (if applicable), Non-Contracting User Airlines or Itinerant Users.

3.08 Storage Fee. In the event NCU Counterparty has Fuel delivered into the System but has not thereafter withdrawn that Fuel from the System within thirty (30) days, the NCU Counterparty shall pay to the Company, a Storage Fee of one cent ($0.01 cent) per Gallon per month for such Fuel or such other rate as the Company establishes from time to time. In addition, the Company, or the Operator on behalf of the Company, may require NCU Counterparty to remove the Fuel so stored if the storage of such Fuel is determined by the Company or the Operator to impair the operation of the System. Failure of NCU Counterparty to remove the Fuel within fifteen (15) days after written notice from the Company or the Operator shall permit the Company or the Operator to remove said Fuel from the System and dispose of the same at the sole cost and expense of NCU Counterparty.

ARTICLE 4
BILLS AND ACCOUNTS, DEFAULT

Within thirty (30) days after the end of each Billing Period, Operator shall render or cause to be rendered an itemized invoice to each Non-Contracting User for the amounts due and payable for such Billing Period in accordance with Article 3 hereof. Such invoice shall be due and payable upon receipt and shall be delinquent ten (10) days thereafter. Any failure by the Operator to so render an itemized invoice shall not affect the obligation for payment of fees and charges hereunder. The amount of any delinquent invoice shall bear interest at a rate of two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower) from the

date such amount is due. Operator will promptly notify the Company of any delinquency in payment by a Non-Contracting User and may, upon the authorization of the Company, put such Non-Contracting User on a cash or prepayment basis. In the event of the continued failure of a Non-Contracting User to pay such charges, the Company may pursue any and all legal and equitable remedies, including, without limitation, suspension and/or termination of access to the System for such Non-Contracting User and its customers.

ARTICLE 5
INDEMNIFICATION

5.01 INDEMNIFICATION OBLIGATIONS. SUBJECT TO THE FOLLOWING SENTENCE, TO THE FULLEST EXTENT PERMITTED BY LAW, NCU COUNTERPARTY AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE OPERATOR, THE COMPANY, THE CITY, AND THEIR RESPECTIVE MEMBERS (INCLUDING EACH OF THE MEMBERS OF THE COMPANY), OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS ("INDEMNITEES"), FROM AND AGAINST ALL SUITS, CLAIMS, LIABILITIES, DAMAGES, LOSSES, JUDGMENTS, COSTS, EXPENSES, PENALTIES AND FINES (INCLUDING REASONABLE ATTORNEYS' FEES, COSTS OF INVESTIGATION AND COURT COSTS) THAT MAY BE SUFFERED BY, ACCRUED AGAINST, CHARGED TO OR RECOVERABLE FROM EACH INDEMNITEE BY REASON OF ANY DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF, BY REASON OF OR WITH RESPECT TO, (A) ANY ALLEGED OR ACTUAL ACTION, INACTION, PERFORMANCE, FAILURE OF PERFORMANCE, CONDUCT OR OMISSION OF ANY NATURE OF NCU COUNTERPARTY, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES, ASSIGNS, REPRESENTATIVES, CUSTOMERS, CONTRACTORS OR SUBCONTRACTORS, OR ANY OF THEM (PROVIDED HOWEVER, THE FOREGOING SHALL NOT INCLUDE, FOR PURPOSES OF THIS SECTION 5.01, THE INDEMNITEES OR ANY OF THEM UNDER OR IN CONNECTION WITH THIS AGREEMENT), THEIR USE OF THE FUEL SYSTEM OR THE SERVICES PROVIDED OR CONDUCTED BY NCU COUNTERPARTY; OR (B) ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY NCU COUNTERPARTY. NCU COUNTERPARTY NEED NOT RELEASE, SAVE HARMLESS OR INDEMNIFY ANY INDEMNITEE UNDER THIS AGREEMENT AGAINST DAMAGE TO OR LOSS OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED BY THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

5.02 Operator is Not a Partner or Joint Venturer. NCU Counterparty acknowledges that the Operator is an independent contractor and is not a partner or joint venturer of the Company, the Operator or the City, or their successors or assigns, and NCU Counterparty shall not hold or seek to hold the Company, the City or any of their members, officers, directors, employees, successors and assigns liable for any claim incurred or made as a result of the Operator's actions or failure to act nor hold nor seek to hold the Operator liable for any claim incurred or made as a result of the Company's or the City's actions or failure to act.

5.03 Survival of Indemnification. The obligations and agreements provided in this Article 5 shall survive and continue after the termination of this Agreement for any reason whatsoever.

ARTICLE 6
INSURANCE

6.01 Insurance Shall Cover Indemnification Obligations. NCU Counterparty shall insure its liability under Article 5 of this Agreement, as part of, and to the extent of, the insurance required under this Article 6. Certificates of Insurance furnished pursuant to Article 6 of this Agreement shall state that such liability is so insured. However, the liability of NCU Counterparty under any indemnity provision contained in this Agreement shall not be limited to insurance coverage limits set forth herein.

6.02 Requirements of Insurance. NCU Counterparty shall, at its own cost and expense, obtain and cause insurance to be kept in force for the following types of insurance, with reasonable deductibles approved by the Company, and in not less than the following amounts, issued by insurers of recognized financial responsibility acceptable to the Company and insuring among others, the Operator, the Company and the City, and their successors and assigns against all liabilities, claims and expenses for accidents arising out of or in connection with NCU Counterparty's use of the System. Such insurance coverage shall be primary, without any right of contribution from any insurance which is carried by the Company, any Contracting Airline, any Non-Contracting User, any Itinerant User, any Into-Plane Service Provider, the Operator or the City, and shall extend to loss of or damage to aircraft.

NCU Counterparty shall cause a certificate of insurance to be furnished to the Company evidencing such insurance, and providing that such insurance shall not be cancelable or the coverage thereof modified except after thirty (30) days' written notice to the Company and the Operator of such proposed cancellation or modification, and shall, during said thirty (30) day period, obtain and provide the Company with replacement certificates from qualified companies evidencing such insurance coverage as required herein. Each certificate shall certify that the insurance evidenced thereby fully satisfies the insurance requirements of this Agreement. The required insurance and minimum limits of coverage are as follows:

Description	Limits of Liability
Comprehensive Aviation Liability, including coverage for bodily injury and property damage including contractual and products hazards	$50,000,000 each occurrence
Environmental Impairment or Pollution Liability Insurance	not less than $10,000,000 in the aggregate

The Company reserves the right to change the limits herein specified during the term of this Agreement, but in so doing shall give NCU Counterparty at least sixty (60) days' prior written notice. The Company, the Operator and the City shall be listed as additional insureds on all liability policies.

In lieu of the insurance otherwise required by this Section 6.02, NCU Counterparty may provide equivalent protection under a self-insurance plan or self-administered claims program provided that the terms thereof are acceptable to the Company, and provided further, that the granting of such approval shall in no way void the insurance coverage requirements set forth herein. NCU Counterparty must provide a self-insurance letter in form and with all information required by the Company with respect to the terms of such self-insurance plan or self-administered claims program.

6.03 No Insurance of Fuel. This Agreement does not include the cost of any insurance on Fuel owned by NCU Counterparty while in the System. It is understood and agreed that if any such insurance is desired by NCU Counterparty, such insurance shall be carried by NCU Counterparty at its expense.

6.04 Insurer to Waive Subrogation Rights. NCU Counterparty shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by it and required hereunder pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with any third party or among themselves to waive any claim it or any of them may have against any of the others or such third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to Operator, the Company and the City, and their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors. NCU Counterparty hereby releases Operator, the Company and the City, and their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors in respect of any claim (including, without limitation, a claim for negligence) which it might otherwise have against Operator, the Company and/or the City, or any of their respective shareholders, members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors for any loss, damage or other casualty occurring during the term of this Agreement and covered under any insurance policy carried by the NCU Counterparty.

ARTICLE 7
RULES AND REGULATIONS; STANDARDS OF OPERATIONS

7.01 Compliance with Rules. In connection with this Agreement and the use of the System, NCU Counterparty shall comply with the Lease Agreement, all applicable rules and procedures established by the Operator, the Company and the City or any other federal, state or local agency or body relating to safety and the operation of the System.

7.02 Compliance with Applicable Law. Without limiting the generality of Section 7.01, NCU Counterparty shall comply with all applicable Laws of any governmental body, including, but not limited to, all rules and regulations of the City or any political subdivision thereof or any agency, official or commission of the City and all applicable security regulations promulgated by the FAA, Transportation Security Administration or any successor agencies.

7.03 Liability for Spills, Damage Caused by NCU Counterparty. NCU Counterparty shall be solely liable for and shall be financially responsible for the cleanup of any

spills of Hazardous Substances or Other Regulated Materials or damage to the System caused in any manner by NCU Counterparty, its agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors (but expressly excluding the Operator and the Company and their respective shareholders, officers, directors, employees, agents, representatives, contractors and subcontractors, successors and assigns). NCU Counterparty shall notify the Operator, the Company and the City promptly of any such spill or damage, regardless of size or extent. The Company, the City or the Operator on behalf of the Company may perform all cleanup and repair work and NCU Counterparty shall reimburse the Company or the City for the cost thereof, or the Company or the City may, at the Company's election, instruct NCU Counterparty to perform such work. In the event the Company or the City elects to require NCU Counterparty to perform such clean up and repair work, the Operator, the Company, the City and/or the Operator shall have the right to approve all clean up and repair plans (including the persons or entities who will perform such work) and to exercise general supervision over such work to the same extent as is permitted under the Lease Agreement. NCU Counterparty agrees to commence clean up and repair work promptly and to diligently continue such work until completed in a manner which will minimize interference to any operations at the Airport.

7.04 Damage in Excess of Insurance Coverage. Any damage to the System or the property of any Contracting Airline, Associate Airline, if applicable, Into-Plane Service Provider, Non-Contracting User, Itinerant User, the Operator, the Company or the City caused by NCU Counterparty or any agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors of NCU Counterparty which is not covered by the insurance required to be carried under the provisions of this Agreement, or which is in excess of the limits of such insurance or subject to deductible amounts, shall be repaired and/or paid for immediately by NCU Counterparty at the election of the Company or the City as provided in Section 7.03.

7.05 Records of Fuel Transactions. NCU Counterparty understands and agrees that all withdrawals of Fuel from the System and all dispensals of Fuel into aircraft shall be recorded on standardized tickets provided by the Operator on behalf of the Company.

ARTICLE 8
OWNERSHIP OF FUEL

8.01 Notice of Fuel Transactions. NCU Counterparty shall give notice to the Company as to any arrangements it has made respecting the point at which title to the Fuel delivered into the System for NCU Counterparty shall be deemed to have passed to NCU Counterparty or to any customer of NCU Counterparty. Nothing contained in this Agreement shall affect the right of NCU Counterparty to select any Supplier of its own choice for any Fuel, provided however, in the event such Supplier decides to store Fuel in the System, the Supplier must execute a Non-Contracting User Agreement.

8.02 No Liability for Fuel Transactions. Operator, the Company and the City shall not be responsible in any way or incur any liability whatsoever for payment for Fuel or other charges owed by NCU Counterparty to its Supplier. NCU Counterparty shall defend, indemnify and hold harmless Operator, the Company and the City from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incidental thereto,

resulting or arising from any claim (a) for payment by any Air Carrier or any Supplier for Fuel delivered for the account of NCU Counterparty, (b) by reason of the Company's rejection of any Fuel tendered for transportation through the System for the account of NCU Counterparty, or (c) by reason of the Company's rejection of any Fuel tendered for transportation through the System for eventual sale to NCU Counterparty.

8.03 Fuel Specifications. NCU Counterparty expressly understands and agrees that Fuel placed in the System shall meet the then current Fuel specifications established by the City, Operator and the Company and the cleanliness limits specified below, as changed from time to time by Operator and the Company, and that the City, Operator and the Company shall have the right to inspect, monitor and reject as necessary all Fuel not meeting the then current specifications and cleanliness limits of the City, Operator and the Company.

Fuel handling and product quality shall be required to conform to the specifications of ASTM D1655 Jet A/Jet A1, latest revision, or DERD 2494, latest revision. The cleanliness limits for Fuel, as of the date of this Agreement are acknowledged to be as follows:

Test	Limit
Appearance	Clear and Bright
Free Water (Aquaglo or similar)	30 PPM Max.
Millipore Color	#3 Max. Dry (3 Gallon Test)
Microsep	Min. 85
Gravity API	Min. 37 - Max. 51 (at 60 F)

Upon delivery of any Fuel which fails to satisfy the then current specified limits, Operator shall discontinue such delivery and notify the Company.

NCU Counterparty shall be responsible for any and all costs associated with Fuel not meeting such then current Fuel specifications which Fuel is placed in the System by NCU Counterparty or any person acting on behalf of NCU Counterparty. Such costs include, but are not limited to: (a) the cost of making contaminated Fuel (whether or not owned by NCU Counterparty) acceptable for use; (b) the cost of removing and replacing contaminated Fuel (whether or not owned by NCU Counterparty) with Fuel meeting the specifications; and (c) all costs associated with tank cleaning and filter replacements required due to such contaminated Fuel (whether or not owned by NCU Counterparty).

8.04 Commingling. The nature of the System requires the commingling of the Fuel stored therein, except to the extent that facilities are available for segregation of Bonded or FTZ Fuel and applicable law requires such segregation. The Company and the Operator shall not be required to segregate or distinguish the Fuel delivered by or on behalf of NCU Counterparty except to the extent that facilities are available for segregation of Bonded or FTZ Fuel and applicable law requires such segregation. NCU Counterparty shall not request acceptance or arrange delivery of Fuel which does not meet the then current Fuel specifications established by the Company for the System, unless the Operator has been directed in writing by the Company to accept delivery of such Fuel. If NCU Counterparty requests the Operator to take delivery of a grade or quality Fuel that does not meet the then current Fuel specifications, Operator shall refer

all such requests to the Company The Company shall approve or disapprove such requests and so advise and direct the Operator.

8.05 Limitations on Fuel Storage. The Company may establish from time to time a maximum and minimum amount of Fuel that NCU Counterparty may maintain in the System. Except in the event of an emergency, Operator shall give not less than fifteen (15) days prior written notice to NCU Counterparty of any changes in the maximum or minimum allocated amounts and allow reasonable time for it to comply with such requirements. NCU Counterparty acknowledges that its storage entitlement as described in this Section 8.05 is subject to such conditions and agreements as the Company may from time to time authorize. NCU Counterparty is not entitled to have delivered to the System any Fuel in excess of its maximum amount as established from time to time by the Operator and the Company.

8.06 Fuel Records. NCU Counterparty, at the time of, or prior to, each delivery of Fuel to the System must deliver or cause to be delivered by its Supplier to the Company the following: (a) its delivery ticket or loading certificate (or similar document) which must specify (i) the kind of such Fuel, (ii) the quantity thereof contained in the shipment being delivered to the System, and (iii) whether such Fuel is Bonded or FTZ Fuel; and (b) a certificate stating that such Fuel meets all applicable specifications.

8.07 Losses and Gains. Fuel inventory stored in the System may experience losses or gains in inventory. These losses or gains, as actually realized, shall be allocated by the Company among all Persons permitted to store Fuel in the System in direct proportion to the withdrawals made from the System by all such Persons during the calendar month in which gains or losses have been realized; provided, however, that the method of allocating losses and gains described herein may be changed by the Company upon fifteen (15) days prior written notice to each such Person. Each monthly account provided by Operator to NCU Counterparty shall include the amount of any such allocation and its effect on its inventory of Fuel. Any inventory loss recovery which may be received from the Operator shall be credited among all Persons permitted to store Fuel on the same basis as allocations of losses and gains.

8.08 No Negative Inventory. NCU Counterparty shall not be entitled to withdraw Fuel in an amount greater than that stored by it in the System. Each Non-Contracting User must deliver into the System a quantity of Fuel sufficient to meet all authorized withdrawals from the System, at all times. At no time may any User maintain a negative inventory of Fuel.

ARTICLE 9
OPERATOR

9.01 Operator Selected by Company. The Operator has been, and shall be, selected by the Company from time to time to manage, maintain, and operate the System on behalf of the Company. NCU Counterparty acknowledges that the Operator is responsible to the Company for, inter alia, the performance of all those applicable obligations outlined in the Operating Agreement and the Lease Agreement, including payment of all monies on behalf of the Company. Except as otherwise required herein, all communications concerning NCU Counterparty's rights and obligations regarding its day-to-day use of the System shall be directed to the Operator.

9.02 Notices to Operator. NCU Counterparty agrees that it shall give the Company and the Operator reasonable advance notice of its requirements, customers, Suppliers, volumes, types and grades of Fuel and any other information which may affect Fuel demands, storage requirements, or are otherwise pertinent to Operator's services. NCU Counterparty also shall give such notices to its Suppliers concerning the Operator's authority and duties as may be required to permit performance by the Operator of the services to be performed by it.

9.03 Operator's Employees. The employees of Operator engaged in performing services at the Airport are and shall be considered employees of Operator for all purposes and under no circumstances shall be deemed to be employees of the City, Company, its Members or NCU Counterparty. NCU Counterparty shall neither exercise nor have any supervision or control over any employee of Operator, and any complaint or requested change in procedure shall be transmitted in writing by NCU Counterparty to the Operator with a copy to the Chairperson. Operator shall determine and give any necessary instructions to its own personnel.

ARTICLE 10
EXCUSABLE DELAY

It is agreed among the parties to this Agreement that, except for the indemnity and insurance obligations and for any obligation to the City or to make payments of money hereunder, the Operator, the Company and NCU Counterparty shall be excused from, and shall not be liable with respect to, any failure of performance under this Agreement due to causes beyond its reasonable control; provided, however, the parties hereto shall in good faith and to the extent reasonably practicable attempt to continue, despite the occurrence of such causes, the performance of services under this Agreement. Additionally, without limiting the generality of the foregoing, none of the Operator, the Company or the City shall have any liability to NCU Counterparty for any costs or damages resulting from a delay in scheduled or nonscheduled arrivals or departures of aircraft caused by any failure of performance by the Company or the Operator under this Agreement. **UNDER NO CIRCUMSTANCES SHALL OPERATOR, THE CITY OR THE COMPANY, OR THEIR RESPECTIVE MEMBERS (INCLUDING EACH OF THE MEMBERS OF THE COMPANY), ASSIGNEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OR ANY FOREKNOWLEDGE OF SUCH DAMAGES.**

ARTICLE 11
TERM AND TERMINATION

11.01 Term and Effective Date. This Agreement shall become effective on the date above written and shall continue in effect until terminated by either party upon at least thirty (30) days advance written notice.

11.02 Right to Terminate; Events of Default. Notwithstanding the foregoing, this Agreement may be terminated immediately by the Company by written notice, including without limitation, written notice by the Operator, to NCU Counterparty upon the occurrence of any of the following events (each, an "Event of Default"):

(a) NCU Counterparty fails to pay when due any amount required to be paid hereunder;

(b) NCU Counterparty fails to observe any Laws or rules, regulations, procedures or standards of operation as provided in Article 7 of this Agreement;

(c) NCU Counterparty's use, conduct or activities involving the System disrupts or interferes with the use, enjoyment or operation of the System by any Contracting Airline, any Non-Contracting User, any other User, any Into-Plane Service Provider, the Operator or the Company;

(d) NCU Counterparty otherwise fails to keep any term, covenant or condition required to be kept by NCU Counterparty under this Agreement;

(e) Termination of the Company's right to use or possess the System;

(f) NCU Counterparty shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any of the above-described proceedings, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of NCU Counterparty or any material part of its properties;

(g) Thirty (30) days after the commencement of any proceeding against NCU Counterparty seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or, within thirty (30) days after the appointment without the consent or acquiescence of NCU Counterparty of any trustee, receiver or liquidator of NCU Counterparty or of any material part of its properties, such appointment has not been vacated;

(h) The damage or destruction of the System, or of such portion of the System that the Company determines, in its sole discretion, that further satisfaction of the Company's obligations to NCU Counterparty under this Agreement is no longer practicable;

(i) NCU Counterparty is in or is found to have been in a negative inventory position not caused by Operator or the Company;

(j) If NCU Counterparty is a Non-Contracting User Airline, NCU Counterparty's rights to operate as an Air Carrier at the Airport are suspended and/or terminated; or

(k) Any statement, representation, or warranty by NCU Counterparty herein or in any writing delivered to the Company pursuant to the provisions hereof, is determined by the Company to be false, intentionally misleading, or erroneous in any material respect.

(l) NCU Counterparty causes Company to be in default under the Lease Agreement.

11.03 Survival. The termination of this Agreement for any reason whatsoever shall not affect any rights, liabilities or obligations of either the Company or NCU Counterparty or the rights of the Operator which have accrued in connection with this Agreement prior to the date of such termination and, without limiting the generality of the foregoing, shall not affect any right of any Indemnitee or NCU Indemnitee (as defined in Section 5.01 of Article 5 of this Agreement) to indemnity as provided in Article 5 of this Agreement.

ARTICLE 12
REMEDIES

12.01 Right to Terminate and Other Remedies; Late Payment Fee. Upon the occurrence of an Event of Default, the Company will have the right to terminate immediately this Agreement or to pursue any remedy whatsoever provided by law, or equity or both. If payment is not made when due, any amount payable by NCU Counterparty to the Company under this Agreement, such amount shall bear interest at the rate of two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower) from the date such amount is due.

12.02 Additional Remedies to Enforce Payments. In addition to any other provision contained herein, NCU Counterparty may be put on an expedited cash or prepayment basis for its failure to make payment when due, such determination to be at the sole discretion of the Company. Further, to provide adequate assurance of the further performance of this Agreement, the Company may require NCU Counterparty to establish an irrevocable letter of credit ¬issued by a bank and on such reasonable terms and conditions acceptable to the Company and maintained at all times in an amount sufficient to cover all amounts potentially due from the NCU Counterparty under this Agreement. Such letter of credit may be drawn upon by the Operator and/or the Company upon demand, to the extent of amounts then due, at any time that the NCU Counterparty has not made payment when due. The term of such letter of credit shall extend for at least one (1) year from the date it is established and shall be restored to its original amount immediately by the NCU Counterparty if drawn upon.

12.03 Other Remedies. In the event NCU Counterparty fails or refuses to pay when due any amount owed by NCU Counterparty under this Agreement, the Company or, at its discretion, the Operator, may enforce such payment by:

(a) Terminating the acceptance of Fuel into and fueling service through the System to or on behalf of the NCU Counterparty;

(b) Placing a lien upon the NCU Counterparty's Fuel in the System; and/or

(c) Pursuing any and all other legal or equitable remedies available to the Company or the Operator.

ARTICLE 13
SUBSTITUTION OF OPERATOR

All notices to be given to or by the Company shall be effective if given to or by Operator on behalf of the Company. NCU Counterparty may rely upon and shall comply with instructions and directions given by Operator. If at any time during the term of this Agreement, the Operating Agreement is terminated and the Company designates a new Operator for the System, such new Operator shall be deemed the successor Operator for all purposes of this Agreement. This Agreement shall not terminate by reason of any such substitution of Operators.

ARTICLE 14
NONDISCRIMINATION, SAFETY AND ENVIRONMENTAL REQUIREMENTS

NCU Counterparty agrees to conduct its business hereunder in a manner which complies with all requirements imposed by or pursuant to 49 CFR Part 21, "Nondiscrimination in Federally Assisted Programs" of the U.S. Department of Transportation; 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964; 14 CFR Part 152, Subject E; by standards adopted pursuant to the Occupational Safety and Health Act of 1970, and by the Federal Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and other applicable Laws protecting the environment, and as these or related statutes or regulations may be amended or supplemented.

ARTICLE 15
SUBORDINATION OF LEASE TO AGREEMENT

NCU Counterparty's use and occupancy of the System shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. NCU Counterparty shall reasonably abide by the requirements of agreements entered into between the City and the United States, 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.

ARTICLE 16
NCU COUNTERPARTY'S WARRANTIES

NCU Counterparty represents and warrants to the Company as follows:

16.01 Authority. NCU Counterparty has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by NCU Counterparty hereunder.

16.02 Binding Effect. This Agreement has been duly executed by a duly authorized officer of NCU Counterparty, is the legal, valid, and binding obligation of NCU Counterparty, enforceable in accordance with its terms.

16.03 Approvals and Consents. NCU Counterparty has obtained all requisite authorizations, approvals and consents, if any, necessary or appropriate to enter into this Agreement and to perform its obligations hereunder.

16.04 Good Standing. NCU Counterparty represents that it is in good standing and not in default under all other agreements and contracts with the City and/or relating to the Airport.

ARTICLE 17
MISCELLANEOUS

17.01 Assignment. This Agreement may not be assigned by NCU Counterparty, by operation of law or otherwise, without the prior written consent of the Company, and any attempted assignment or transfer in violation of the foregoing shall be null and void and of no effect. The Company may assign this Agreement to any successor (including without limitation, any Operator or lessee of the System) and to any Person in connection with any financing or indebtedness of the Company or related to the System.

17.02 Reasonable Cooperation. The parties hereto agree to execute any documents and take any action reasonably necessary to effectuate the terms and intent of this Agreement.

17.03 Waiver. The failure of the NCU Counterparty, the Company or the Operator to exercise any power or right under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or future exercise thereof, or the exercise of any other power or right. Any waiver of any provisions of this Agreement must be in writing signed by the party granting the waiver.

17.04 Notices. All notices required or permitted to be given under this Agreement shall be in writing addressed to the party to receive notice as follows, or to such other address as the party to receive notice shall hereinafter designate. Such notices shall be deemed given when sent certified mail, return receipt requested, or overnight express delivery, or by telefacsimile or other electronic delivery, or personally delivered to the following:

If to NCU Counterparty:

_____
c/o _____
Attn: _____
Ph: _____
Fax: _____

If to the Company's Representative:

ORD Fuel Company, LLC
c/o American Airlines
Attn: Christine Wang, Fuel Committee Chairperson
4333 Amon Carter Blvd., MD 5223
Ft. Worth, TX 76155
United States of America

Tel: (817) 963-2734
Fax: (817) 963-2033
Email: Christine.Wang@aa.com

with a copy to:

Maxi C. Lyons, Esq.
Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Ph: 303-299-8328
Fax: 303-298-0940
Email: mlyons@shermanhoward.com

If to the Operator:

Michael G. Loveridge
General Manager
Chicago O'Hare International Airport
521 Old Cargo Road
Chicago, Illinois 60666
Ph: 773-686-7500
Fax: 773-686-1475

17.05 Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void any other provision in this Agreement.

17.06 Amendments. This Agreement may be amended or modified only by a written agreement signed by the parties hereto and approved by the City in accordance with the Lease Agreement.

17.07 Headings. The article headings herein are inserted only as a matter of convenience and for reference and no way define, limit, or describe the scope or intent of any provision of this Agreement.

17.08 Applicable Law; Forum. This Agreement shall be governed by and construed in accordance with the Laws and common law of the State of Illinois as though this Agreement were performed in its entirety in the State of Illinois and without regard to the conflict of laws statutes or rules of the State of Illinois. The parties consent to the jurisdiction of the courts located within Harris County, State of Illinois or the federal courts located within Harris County, State of Illinois and waive any claim of lack of jurisdiction or *forum non conveniens*.

17.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of both the Company and NCU Counterparty and their respective successors and permitted assigns. This Agreement shall be signed on behalf of the Company by the Chairperson or Vice-Chairperson of the Fuel Committee.

17.10 Attorneys' Fees. In case suit or action is instituted by the parties to this Agreement to enforce compliance with any of the terms, covenants or conditions of this Agreement, to collect any amount due under this Agreement or for damages for breach of this Agreement, or for a declaration of rights hereunder, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorneys' fees to be allowed the prevailing party in such suit or action and in the event any appeal or review is taken from any judgment or decree in any such suit or action, the losing party agrees to pay such further sum as the appellate or reviewing court shall adjudge reasonable as the prevailing party's attorneys' fees on such appeal or review.

17.11 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Agreement.

17.12 Rights and Remedies Cumulative. The rights and remedies granted herein are cumulative and in addition to, and not in lieu of any other rights or remedies available at law or in equity.

17.13 City's Right to Recover City System Costs. The Air Carrier parties to this Agreement acknowledge and agree that, in the event the City is unable to recover City System Costs through the City Cost Recovery Charge as provided for in the Lease Agreement, the City shall have the right to recover from Air Carriers now or in the future, any or all City System Costs associated with the System or otherwise associated with the Lease Agreement through the landing fees or other fees or rents charged to individual Air Carriers for the use of Airport airfield and terminals under the Airport Use and Lease Agreement, a similar agreement with Air Carriers or an ordinance. This Section 17.13 shall survive the termination of this Agreement. It is the intent of the parties to this Agreement that the City shall be deemed a third party beneficiary for purposes of enforcing obligations under Section 17.13 of this Agreement. In no event shall the City be entitled to recovery of duplicative City System Costs.

17.14 Intended Third Party Beneficiaries. The Operator, the City, and any successor or assign of the Company are intended to be and are each a third party beneficiary of this Agreement to the extent of those rights, including without limitation, rights of indemnification which are expressly reserved or granted to the Operator, the City, or such successor or assign herein. This Section 17.14 shall survive the termination of this Agreement.

17.15 Subordination to Lease Agreement. In the event of any conflict between this Agreement and the Lease Agreement, the Lease Agreement shall govern.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Non-Contracting User Agreement to be duly executed effective as of the day and year above written.

COMPANY:

ORD Fuel Company LLC, a Delaware limited liability company

By: _____
Name: _____
Title: Chairperson, Fuel Committee

NCU COUNTERPARTY:

_____
(LEGAL NAME)

By: _____

Name (Print): _____

Title: _____

EXHIBIT N

GASOLINE FACILITY ACCESS AGREEMENT

See attached.

EXECUTION COUNTERPART

EXHIBIT N

CHICAGO O'HARE INTERNATIONAL AIRPORT

GSE FACILITY ACCESS AGREEMENT

BY AND BETWEEN

ORD FUEL COMPANY LLC

AND

[GFA COUNTERPARTY]

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CHICAGO O'HARE INTERNATIONAL AIRPORT
GSE FACILITY ACCESS AGREEMENT

THIS GSE FACILITY ACCESS AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ by and between ORD FUEL COMPANY LLC, a Delaware limited liability company ("Company"), and _____, a _____ corporation/limited liability company (the "GFA Counterparty").

WHEREAS, the Airport (as defined below) is owned and operated by the City (as defined below); and

WHEREAS, the City has the power to operate the Airport including the power to grant certain rights and privileges with respect thereto; and

WHEREAS, the City and the Company are parties to a Fuel System Lease (as defined below) pursuant to which the City grants to the Company the right to use the Fuel System (as defined below) at the Airport; and

WHEREAS, the Company and a third party (the "Operator") have entered into an Operation and Maintenance Agreement (the "Operating Agreement") for the operation, maintenance and management of such Fuel System and the GSE Facility in accordance with the Fuel System Lease; and

WHEREAS, GFA Counterparty has been authorized by the City to fuel ground service equipment at the Airport, and, in connection with its performance of such ground service equipment fueling services, GFA Counterparty needs access to the GSE Facility to withdraw GSE Fuel.

WHEREAS, the Company may require, as a condition to the use of any part of the GSE Facility, that parties desiring to receive, handle and store GSE Fuel in such GSE Facility execute a GSE Facility Access Agreement with the Company.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Company and GFA Counterparty hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meaning set forth below:

"**Affiliate Airline**" means an Air Carrier as to which a Member has certified (a) that such Air Carrier is controlled by, controls or is under common control with the Member or (b) that the Member has a contract with such Air Carrier pursuant to which (i) the Member has agreed to pay one hundred percent (100%) of the Fuel System obligations and other significant obligations of such Air Carrier with respect to specified flights of such Air Carrier at the Airport and (ii) such Air Carrier has agreed to operate such flights on behalf of the Member, and that the Member's agreements with such

Air Carrier involve significant obligations and business purposes other than to enable such Air Carrier to obtain the Member's price for use of the Fuel System.

"**Agreement**" has the meaning set forth in the first paragraph of this Agreement.

"**Air Carrier**" means any "air carrier," "foreign air carrier" or "air cargo carrier" certified by the Federal Aviation Administration of the United States Department of Transportation and which is operating at the Airport.

"**Airport**" means the Chicago O'Hare International Airport located in the State of Illinois.

"**Company**" has the meaning set forth in the first paragraph hereof.

"**Contracting Airline**" means an Air Carrier that is a party to the Interline Agreement and is a Member, including any Additional Contracting Airline.

"**City**" means the City of Chicago, principally situated in the County of Cook, State of Illinois, and any successor thereto.

"**Fuel**" means jet aircraft fuel meeting the specification of ASTM D1655 (latest revision) or any other quality specifications established by the Fuel Committee from time to time.

"**Fuel Committee**" means the committee established to govern the Company pursuant to the LLC Agreement.

"**Fuel System**" means, collectively, all Fuel receipt, storage, transmission, delivery and dispensing systems, as described in the Fuel System Lease, and related facilities, fixtures, equipment and other real and personal property located at the Airport or otherwise that are leased, acquired, or controlled by the Company pursuant to the Fuel System Lease or otherwise.

"**Fuel System Access Agreement**" means an agreement between the Company and a Person to allow certain defined privileges and limited access to the Fuel System by the Person for the purpose of providing into-plane services.

"**Fuel System Lease**" means the Ground Lease Amendment, Assignment and assumption Agreement dated June, 2013 and all leases, easements, rights-of-way, and other agreements, as amended from time to time, by which the City grants possession and right of use to the Company of Fuel receipt, storage, transmission, delivery and dispensing systems.

"**Gallon**" means a U.S. gallon.

"**GFA Counterparty**" has the meaning set forth in the first paragraph hereof.

"**GSE Facility**" means collectively the GSE Fuel storage and delivery system and related facilities and appendages, if any, operated by the Company pursuant to the Fuel System Lease and the Interline Agreement for the purpose of fueling ground service equipment at the Airport.

"**GSE Facility Access Agreement**" means an agreement between the Company and another Person to allow access to or use of the GSE Facility.

"**GSE Facility User**" means a Person which has executed a GSE Facility Access Agreement.

"**GSE Fuel**" means ground service equipment fuel, including diesel, which complies with the quality specifications established by the Company from time to time.

"**Interline Agreement**" means the Fuel System Interline Agreement among the Company and the Contracting Airlines (as defined therein) pertaining to, among other things, the allocation of rentals, rates, fees and charges established pursuant to the Fuel System Lease and other expenses associated with the Company and the GSE Facility.

"**Laws**" include, but are not limited to, local, state, federal, or regional statutes, regulations, ordinances, rules, orders, or other laws of whatever nature, as they now exist or may hereinafter be adopted or amended.

"**LLC Agreement**" means the limited liability company agreement for the Company.

"**Member**" means each member of the Company pursuant to the LLC Agreement.

"**Operating Agreement**" has the meaning set forth in the fifth paragraph of this Agreement.

"**Operator**" has the meaning set forth in the fifth paragraph of this Agreement.

"**Person**" or "**person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, governmental body, or other legal entity or organization.

"**Reserve Account**" means the account established pursuant to Section 3.3 of this Agreement.

"**System Use Charge**" means the charge or charges established from time to time by the Company to be paid to the Company for each and every Gallon of GSE Fuel put through any part of the GSE Facility for the benefit of any Person (other than a Contracting Airline or an Affiliate Airline), as established by the Company from time to time.

1.2 Article and Section Headings, Gender and References, Etc. 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 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; 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; and references to a Person includes such Person's successors and permitted assigns. For purposes of this Agreement, "in writing" and "written" mean and include but are not limited to electronic transmissions such as facsimile or electronic mail.

ARTICLE 2
RIGHT TO ACCESS GSE FACILITY

2.1 Access to GSE Facility. Subject to the terms and conditions set forth herein and subject to any rules now or hereafter established by the Company, the Operator or the City, GFA Counterparty shall have the right, in connection with its performance of ground service equipment fueling services at the Airport, to withdraw GSE Fuel from the GSE Facility at locations designated by the Company and consistent with and subject to the restrictions set forth in this Agreement. Prior to the use of and access to the GSE Facility, GFA Counterparty shall (a) execute this Agreement, and (b) furnish evidence of insurance in accordance with Article 6 herein, and (c) establish a Reserve Account and deposit into it the amount in accordance with Article 3 herein.

2.2 No Interference with GSE Facility. In its use of the GSE Facility, GFA Counterparty shall not unreasonably interfere with the operation and maintenance of the GSE Facility by the Company, the Operator, any Contracting Airline or any other GSE Facility User.

2.3 Access Conditioned on Adherence to Rules. The Company may modify or replace portions of the GSE Facility and may change the designation of locations to be used by GFA Counterparty from time to time. To the extent practicable, GFA Counterparty shall be given at least thirty (30) days' prior written notice thereof. GFA Counterparty's access rights are expressly conditioned upon its strict adherence to all rules, regulations, and directions of the Company, the Operator and the City.

2.4 Performance Obligations. GFA Counterparty represents, covenants, warrants and guarantees to the Company, and its successors and assigns, that GFA Counterparty shall duly and timely observe, perform, and discharge all of its duties, obligations, agreements, covenants, conditions and liabilities on its part to be observed, performed or discharged pursuant to this Agreement, and any renewal, successor or replacement agreements.

2.5 Limitation on Rights. This Agreement is not intended to provide GFA Counterparty with any right or entitlement to any office, storage space or overnight delivery or any other rights not expressly set forth herein.

ARTICLE 3
CHARGES

3.1 System Use Charge. In order to compensate for rentals, rates, fees and charges payable to the City and for the costs of maintaining and operating the GSE Facility and other services provided by the Operator and for the cost of the GSE Fuel, GFA Counterparty shall pay a System

Use Charge for each and every Gallon of GSE Fuel withdrawn from the GSE Facility by GFA Counterparty. GFA Counterparty agrees to pay the System Use Charge for each and every Gallon of GSE Fuel withdrawn from the GSE Facility, as well as any additional fees and charges imposed by the City. The System Use Charge for GSE Facility Users shall be established from time to time by the Company. The System Use Charge will be in addition to any fee or charge imposed by the City and required to be collected by the Operator on behalf of the Company and the City.

3.2 Reserve Account. GFA Counterparty shall maintain a Reserve Account with the Company. The Reserve Account established by GFA Counterparty shall be an amount equal to two (2) months' estimated System Use Charge plus any additional fees and charges required to be collected by the Operator on behalf of the Company and the City. The Operator may draw against the Reserve Account to cover any default by GFA Counterparty of its payment obligations under this Agreement or any related agreement.

3.3 Determination of Reserve Account Amount. For the first six (6) months following the effective date of this Agreement, each Reserve Account will be determined in accordance with a two months' estimated System Use Charge. Commencing the seventh (7th) month, the Reserve Account for GFA Counterparty shall be twice the average monthly System Use Charge for the first six (6) months. Thereafter, the Reserve Account for GFA Counterparty will be adjusted annually (on a calendar year basis) to equal twice its average System Use Charges for the previous twelve (12) months.

3.4 Remittance. GFA Counterparty shall promptly remit the fees and charges payable by it under this Agreement in accordance with Articles 3 and 4 hereof. GFA Counterparty shall promptly remit any amounts payable by it under this Agreement in accordance with Article 4 hereof.

ARTICLE 4
BILLS AND ACCOUNTS, DEFAULT

The Company will render or cause to be rendered an itemized invoice for any amounts due and payable by GFA Counterparty under this Agreement. Such invoice shall be due and payable upon receipt and shall be delinquent ten (10) days thereafter. Any failure by the Company to so render an itemized invoice will not affect the obligation for payment of any amounts due hereunder. The amount of any delinquent invoice shall bear interest at one and one half percent (1.5%) per month (or at the maximum rate permitted by law, whichever is lower), from the date such amount is due. Operator shall promptly notify the Company of any delinquency in payment and may, upon the authorization of the Company, stop delivering services to GFA Counterparty. In the event of the continued failure of a GSE Facility User, including GFA Counterparty to pay any charges, the Company and the Operator may pursue any and all legal and equitable remedies as authorized by the Company, including without limitation, suspension and/or termination of access to the GSE Facility.

ARTICLE 5
INDEMNIFICATION

5.1 Indemnification Obligations. Subject to the following sentence, to the fullest extent permitted by law, GFA Counterparty agrees to fully defend, indemnify and hold harmless the

Company, the Operator, the City, the County, and their respective members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors and subcontractors, successors and assigns ("Indemnitees"), from and against all suits, claims, liabilities, damages, losses, judgments, costs, expenses, penalties and fines (including reasonable attorneys' fees, costs of investigation and court costs) that may be suffered by, accrued against, charged to or recoverable from each Indemnitee by reason of any damage to property or injury to or death of any person arising out of, by reason of or with respect to, (a) any alleged or actual action, inaction, performance, failure of performance, conduct or omission of any nature of GFA Counterparty, its employees, officers, directors, agents, invitees, assigns, representatives, customers, contractors or subcontractors, or any of them (provided however, the foregoing shall not include, for purposes of this Section 5.1, the Indemnitees, or any of them under or in connection with this Agreement), under or in connection with this Agreement, their use of the GSE Facility, or the services provided or conducted by GFA Counterparty, or (b) any breach of or default under this Agreement by GFA Counterparty. GFA Counterparty need not release, save harmless or indemnify any Indemnitee under this Agreement against damage to or loss of property, or injury to or death of persons caused by the sole or gross negligence or willful misconduct of such Indemnitee.

5.2 Certain Additional Specific Obligations. Without limiting the generality of any other provisions hereof:

a. GFA Counterparty's obligation to indemnify and hold harmless as set forth in this Article 5 shall include all obligations, claims, suits, damages, penalties, costs and expenses, fines and losses made or incurred because of any alleged or actual violation of any federal, state, local or other environmental Laws, including but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980, each as amended from time to time and any successor Laws, and all rules and regulations promulgated or adopted thereunder, regardless of whether the same are made by private parties or governmental agencies, with respect to or arising out of use of the GSE Facility by or on behalf of GFA Counterparty. GFA Counterparty need not release, save harmless or indemnify any Indemnitee under this Agreement against damage to or loss of property, or injury to or death of persons caused by the sole or gross negligence or willful misconduct of such Indemnitee.

b. GFA Counterparty acknowledges that in its performance under this Agreement and otherwise, GFA Counterparty will operate fuel trucks and/or other vehicles and equipment ("Vehicles") and/or its employees will be moving about in areas where aircraft are operated, known commonly as the Air Operations Area ("AOA"). GFA Counterparty further acknowledges that the AOA is marked with various painted lines and other markings and that there are City rules indicating and/or specifying how operations and movement within the AOA are to be conducted (collectively "Lines and Rules"). GFA Counterparty acknowledges and agrees that, except for Vehicles that are parked within areas that are specifically marked for that purpose or Vehicles that are connected to aircraft and/or in the process of being connected or disconnected and are properly positioned for doing so, aircraft will always be deemed to have the right of way, and GFA Counterparty will be wholly responsible for ensuring that Vehicles and its personnel remain clear of any aircraft, even when and where aircraft have deviated from the Lines and Rules ("Duty"). GFA Counterparty further acknowledges and agrees that it will indemnify the Indemnitees for any damage or liability

caused by any breach of the Duty and GFA Counterparty releases and will indemnify and hold the Indemnitees harmless from any damage to any personal property and/or bodily injury or death of any person(s) resulting from such breach. GFA Counterparty further acknowledges and agrees that this section will not operate to limit any other provision of this Agreement or the Indemnitees' rights at law.

c. GFA Counterparty agrees and hereby undertakes to indemnify the Indemnitees against any and all fines, penalties, and settlements from actions against the Indemnitees for violations of Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA") or other applicable federal, state, municipal, local or other governmental regulations or statutes caused by GFA Counterparty's act or omission, and reasonable attorneys' fees and court costs, except where and to the extent such violation results from the Indemnitees' sole or gross negligence or willful misconduct. GFA Counterparty acknowledges that sums due under this section may become due both during and after the term of this Agreement. GFA Counterparty agrees to pay any amounts owed under this section within thirty (30) days after receipt of notice in writing from the Indemnitees. GFA Counterparty agrees that in no event will the payment of any indemnity under this section or deductions from amounts owed to GFA Counterparty pursuant to this section release or excuse GFA Counterparty from its duties and obligations under this Agreement. GFA Counterparty further agrees that all decisions on the manner in which to manage, settle, defend or dispose of cases covered by this section will be made by the Company, in its sole discretion. GFA Counterparty acknowledges that such actions, settlements, and negotiations may take place at any time, including, but not exclusively, before formal proceedings have begun, before a complaint is issued, and both before and after any formal decision is issued. GFA Counterparty agrees to cooperate with and provide reasonable assistance to the Company in the management of cases covered by this section.

5.3 Operator is Not a Partner or Joint Venturer. GFA Counterparty acknowledges that the Operator is an independent contractor and is not a partner or joint venturer of the Company, the City or the County, or their successors or assigns, and GFA Counterparty shall not hold or seek to hold the Company, the City or the County or any of their members, officers, directors, employees, successors and assigns liable for any claim incurred or made as a result of the Operator's actions or failure to act nor hold nor seek to hold the Operator liable for any claim incurred or made as a result of the Company's or the City's actions or failure to act.

5.4 Survival. The obligations and agreements provided in this Article 5 shall survive and continue after the termination of this Agreement for any reason whatsoever.

ARTICLE 6
INSURANCE

6.1 Insurance Shall Cover Indemnification Obligations. GFA Counterparty shall insure its liability under Article 5 of this Agreement as part of, and to the extent of, the insurance required under this Article 6. Certificates of Insurance furnished pursuant to Article 6 of this Agreement shall state that such liability is so insured. However, the liability of GFA Counterparty under any indemnity provision contained in this Agreement shall not be limited to insurance coverage limits set forth herein.

6.2 Requirements of Insurance. GFA Counterparty shall, at its own cost and expense, obtain and cause insurance to be kept in force for the following types of insurance, with reasonable deductibles approved by the Company and in not less than the following amounts, issued by insurers of recognized financial responsibility acceptable to the Company and insuring, among others, the Company, the Operator, the City, and the County and their successors and assigns, against all liabilities, claims and expenses for accidents arising out of or in connection with GFA Counterparty's use of the GSE Facility. Such insurance coverage shall be primary, without any right of contribution from any insurance which is carried by the Company, any Contracting Airline, the Operator, the City or the County, and shall extend to loss of or damage to aircraft.

GFA Counterparty shall cause a certificate of insurance to be furnished to the Company and the Operator evidencing such insurance, and providing that such insurance shall not be cancelable or the coverage thereof modified except after thirty (30) days' written notice to the Company and the Operator of such proposed cancellation or modification, and shall, during said thirty (30) day period, obtain and provide the Company and the Operator with replacement certificates from qualified companies evidencing such insurance coverage as required herein. Each certificate shall certify that the insurance evidenced thereby fully satisfies the insurance requirements of this Agreement. The required insurance and minimum limits of coverage are as follows:

DESCRIPTION	**LIMIT OF LIABILITY**
Comprehensive Aviation Liability, including bodily injury and property damage, including restricted premises automobile liability, contractual and products hazards	$300,000,000 per occurrence
Workers' Compensation	Statutory requirements
Employer's Liability	$1,000,000 each accident or disease
Environmental Impairment or Pollution Liability Insurance	with limits of not less than $3,000,000

The Company reserves the right to change the limits herein specified during the term of this Agreement, but in so doing will give GFA Counterparty at least sixty (60) days' prior written notice. The Company, the Operator, the City, and the County shall be listed as additional insureds on all liability policies.

6.3 Insuror to Waive Subrogation Rights. GFA Counterparty shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by it and required hereunder pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with any third party or among themselves to waive any claim it or any of them may have against any of the others or such third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to

the Company, the Operator, the City, and the County and their respective members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors. GFA Counterparty hereby releases each of the Company, the Operator, the City, and the County and their respective members (including each of the Members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors in respect of any claim (including, without limitation, a claim for negligence) which it might otherwise have against the Company, the Operator, the City, and/or the County, or any of their respective members (including each of the members of the Company), officers, directors, employees, agents, representatives, contractors, assignees and subcontractors for any loss, damage or other casualty occurring during the term of this Agreement and covered under any insurance policy carried by GFA Counterparty.

6.4 No Insurance of GSE Fuel. This Agreement does not include the cost of any insurance on GSE Fuel owned by GFA Counterparty while in the custody of the Company or the Operator. It is understood and agreed that if any such insurance is desired by GFA Counterparty, such insurance shall be carried by GFA Counterparty at its expense.

ARTICLE 7
RULES AND REGULATIONS; STANDARDS OF OPERATION

7.1 Compliance with Rules. In connection with this Agreement and the use of the GSE Facility, GFA Counterparty shall comply with all applicable rules and procedures established by the Company, the Operator and the City or any other federal, state or local agency or body relating to safety and the operation of the GSE Facility.

7.2 Compliance with Applicable Law. Without limiting the generality of Section 7.1 of this Article 7, GFA Counterparty shall comply with all applicable Laws of any governmental body, including, but not limited to, all rules and regulations of the City or any political subdivision thereof or any agency, official or commission of the state of Illinois, relating to the City and all applicable security regulations promulgated by the FAA, TSA, or any successor agencies thereto.

7.3 Liability for Spills, Damage Caused by GFA Counterparty. GFA Counterparty shall be solely liable for and shall be financially responsible for the cleanup of any spills of GSE Fuel or damage to the GSE Facility caused in any manner by GFA Counterparty, its agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors (but expressly excluding the Operator and the Company and their respective shareholders, officers, directors, employees, agents, representatives, contractors and subcontractors, successors and assigns). GFA Counterparty shall notify the Company, the City and the Operator promptly of any such spill or damage, regardless of size or extent. The Company, the City or Operator may perform all cleanup and repair work and GFA Counterparty shall reimburse the Company or the City for the cost thereof, or the Company or the City may, at the Company's election, instruct GFA Counterparty to perform such work. In the event the Company or the City elects to require GFA Counterparty to perform such clean up and repair work, the City, the Operator and/or the Company shall have the right to approve all clean up and repair plans (including the persons or entities who will perform such work) and to exercise general supervision over such work. GFA Counterparty agrees to commence clean up and repair

work promptly and to diligently continue such work until completed in a manner which will minimize interference to any operations at the Airport.

7.4 Damage in Excess of Insurance Coverage. Any damage to the GSE Facility or other property of any Contracting Airline, Affiliate Airline, any other GSE Facility User, the Company, the Operator, the City, the County or any other third party caused by GFA Counterparty or any agents, officers, employees, invitees, assigns, representatives, contractors and subcontractors of GFA Counterparty which is not covered by the insurance required to be carried under the provisions of this Agreement, or which is in excess of the limits of such insurance or subject to deductible amounts, will be repaired and/or paid for immediately by GFA Counterparty at the election of the Company as provided in Section 7.3.

7.5 Inspection of Equipment. The Company or Operator on behalf of the Company, shall have the right to perform periodic inspections of all equipment that interfaces with the GSE Facility to verify compatibility and safety and, as respects any metering device, the accuracy of such device by use of a prover. GFA Counterparty shall deliver for inspection any equipment that interfaces with the GSE Facility and is designated by the Company or Operator to the location designated by the Company or Operator at the time designated by the Company or Operator.

ARTICLE 8
OPERATOR

8.1 Operator Selected by Contracting Airlines. The Operator has been, and shall be, selected by the Company from time to time to manage, maintain and operate the GSE Facility on behalf of the Company. GFA Counterparty acknowledges that the Operator is responsible to the Company for, inter alia, the performance of all those applicable obligations outlined in the Operating Agreement and the Fuel System Lease, including payment of all monies on behalf of the Company. Except as otherwise required herein, all communications concerning GFA Counterparty's rights and obligations regarding its day-to-day use of the GSE Facility shall be directed to the Operator.

8.2 Notices to Operator. GFA Counterparty agrees that it shall give the Company and Operator reasonable advance notice of its requirements, customers, volumes, types and grades of GSE Fuel and any other information which may affect GSE Fuel demands, storage requirements, or are otherwise pertinent to Operator's services.

8.3 Operator's Employees. The employees of Operator engaged in performing services at the Airport are and will be considered employees of Operator for all purposes and under no circumstances will be deemed to be employees of the Company or GFA Counterparty. GFA Counterparty shall neither exercise nor have any supervision or control over any employee of Operator, and any complaint or requested change in procedure will be transmitted in writing by GFA Counterparty to the Operator, with a copy to the Chairperson of the Fuel Committee. Operator will determine and give any necessary instructions to its personnel.

ARTICLE 9
TERMS AND TERMINATION

9.1 Term & Effective Date. This Agreement shall become effective on the date above written and shall continue in effect until terminated by either party upon at least thirty (30) days' advance written notice.

9.2 Right to Terminate & Events of Default. Notwithstanding the foregoing, this Agreement may be terminated immediately by the Company by written notice to GFA Counterparty upon the occurrence of any one of the following events (each, an "Event of Default"):

a. GFA Counterparty fails to pay when due any amount required to be paid hereunder or fails to maintain in the Reserve Account the amount required to be so maintained under this Agreement;

b. GFA Counterparty fails to observe any Laws as provided in Article 7 of this Agreement;

c. GFA Counterparty's use, conduct or activities involving the GSE Facility disrupts or interferes with the use, enjoyment or operation of the GSE Facility by any Contracting Airline, any Affiliate Airline, any other GSE Facility User, the Company, the Operator, the City, the County or any other third party;

d. GFA Counterparty otherwise fails to keep any term, covenant or condition required to be kept by GFA Counterparty under this Agreement;

e. Termination of the Company's right to use or possess the GSE Facility;

f. GFA Counterparty shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against it in any of the above-described proceedings, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of GFA Counterparty or any material part of its properties;

g. Thirty (30) days after the commencement of any proceeding against GFA Counterparty seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or within thirty (30) days after the appointment without the consent or acquiescence of GFA Counterparty of any trustee, receiver or liquidator of GFA Counterparty or of any material part of its properties, such appointment shall not have been vacated;

h. The damage or destruction of the GSE Facility or of such portion of the GSE Facility that the Company determines, in its sole discretion, that further satisfaction of the Company's obligations to GFA Counterparty under this Agreement is no longer practicable;

i. The termination of all of GFA Counterparty's operations at the Airport and/or all contracts for providing ground vehicle fueling services at the Airport; or

j. Any statement, representation, or warranty by GFA Counterparty herein or in any writing delivered to the Company pursuant to the provisions hereof, is determined by the Company to be false, intentionally misleading, or erroneous in any material respect.

9.3 Survival. The termination of this Agreement for any reason whatsoever shall not affect any rights, liabilities, or obligations of either the Company or GFA Counterparty which have accrued in connection with this Agreement prior to the date of such termination and, without limiting the generality of the foregoing, shall not affect any right of any Indemnitee (as defined in Section 5.1 of Article 5 of this Agreement) to indemnity as provided in Article 5 of this Agreement.

ARTICLE 10
REMEDIES AND PAYMENT PROVISIONS

10.1 Right to Terminate; Late Payments. Upon the occurrence of an Event of Default, the Company will have the right to terminate immediately this Agreement or to pursue any remedy whatsoever provided by law or equity, or both. If payment is not made when due of any amount payable by GFA Counterparty to the Company under this Agreement, such amount shall bear interest at the rate of one and one half percent (1.5%) per month (or at the maximum rate permitted by law, whichever is lower) from the date such amount is due.

10.2 Additional Remedies to Enforce Payments. In the event GFA Counterparty fails or refuses to pay when due any amount owed by GFA Counterparty to the Company under this Agreement, the Company or, at its discretion, the Operator, may enforce such payment by:

a. Suspending or terminating GFA Counterparty's rights under this Agreement to use the GSE Facility to provide ground vehicle fueling services or otherwise; and/or

b. Placing a lien upon the GFA Counterparty's GSE Fuel, if any, in the GSE Facility; and/or

c. Pursuing any and all other legal or equitable remedies available to the Company or the Operator.

In addition to any other provision contained herein, GFA Counterparty may be put on a cash or prepayment basis for its failure to make payment when due, such determination to be at the sole discretion of the Company or the Operator.

ARTICLE 11
SUBSTITUTION OF FACILITIES OPERATOR

All notices to be given to or by the Company shall be effective if given to or by Operator on behalf of the Company. GFA Counterparty may rely upon and shall comply with instructions and directions given by Operator. If at any time during the term of this Agreement, the Operating Agreement shall terminate and the Company shall designate a new Operator for the GSE Facility,

such new Operator shall be deemed the successor Operator for all purposes of this Agreement. This Agreement shall not terminate by reason of any such substitution of Operators.

ARTICLE 12
EXCUSABLE DELAY

It is agreed among the parties to this Agreement that, except for the indemnity and insurance obligations and for any obligation to make payments of money hereunder, the Company, the Operator and GFA Counterparty shall be excused from, and shall not be liable with respect to, any failure of performance under this Agreement due to causes beyond its reasonable control; provided, however, the parties hereto shall in good faith and to the extent reasonably practicable attempt to continue, despite the occurrence of such causes, the performance of services under this Agreement. Additionally, without limiting the generality of the foregoing, neither the Operator, the City, the County nor the Company shall have any liability to GFA Counterparty for any costs or damages resulting from a delay in scheduled or nonscheduled arrivals or departures of aircraft caused by any failure of performance by Operator, the City, the County or the Company under this Agreement. **UNDER NO CIRCUMSTANCES SHALL FACILITIES OPERATOR, THE CITY, THE COUNTY, OR THE COMPANY, OR THEIR RESPECTIVE MEMBERS (INCLUDING EACH OF THE MEMBERS OF THE COMPANY), ASSIGNEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OR ANY FOREKNOWLEDGE OF SUCH DAMAGES.**

ARTICLE 13
NOTICES

13.1 All notices required or permitted to be given under this Agreement shall be in writing addressed to the party to receive notice as follows, or to such other address as the party to receive notice shall hereinafter designate. Such notice shall be deemed given when sent certified mail, return receipt requested, or overnight express delivery, or by telefacsimile or other electronic delivery, or personally delivered to the following:

If to GFA Counterparty:

_____
Attn: _____
_____
_____
Ph: _____
Fax: _____
Email: _____

If to the Company:

ORD Fuel Company LLC
Christine Wang, Fuel Committee Chairperson
c/o American Airlines
4333 Amon Carter Blvd., MD 5223
Ft. Worth, TX 76155
United States of America
Tel: (817) 963-2734
Fax: (817) 963-2033
Email: Christine.Wang@aa.com

And:

General Manager, Operator
c/o Michael G. Loveridge
Chicago O'Hare International Airport
521 Old Cargo Road
Chicago, Illinois 60666
Ph: 773-686-7500
Fax:773-686-1475
Email: mike.loveridge@menziesaviation.com

with a copy to:

Maxi C. Lyons
Sherman & Howard L.L.C.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Ph: 303-299-8328
Fax: 303-298-0940
Email: mlyons@shermanhoward.com

ARTICLE 14
NONDISCRIMINATION, SAFETY AND ENVIRONMENTAL REQUIREMENTS

GFA Counterparty agrees to conduct its business hereunder in a manner which complies with all requirements imposed by or pursuant to 49 CFR Part 21, "Nondiscrimination in Federally Assisted Programs" of the U.S. Department of Transportation; 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964; 14 CFR Part 152, Subject E; by standards adopted pursuant to the Occupational Safety and Health Act of 1970, and by the Federal Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and other applicable Laws protecting the environment, and as these or related statutes or regulations may be amended or supplemented.

ARTICLE 15
MODIFICATION FOR GRANTING FAA FUNDS

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, GFA Counterparty agrees to consent in writing upon the request of the City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable the City to obtain FAA funds, provided that in no event shall such changes materially impair the rights of GFA Counterparty hereunder. A failure by GFA Counterparty to so consent shall constitute a breach of this Agreement and an Event of Default.

ARTICLE 16
GFA COUNTERPARTY'S WARRANTIES

GFA Counterparty represents and warrants to the Company as follows:

16.1 City. GFA Counterparty has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by GFA Counterparty hereunder.

16.2 Binding Effect. This Agreement has been duly executed by a duly authorized officer of GFA Counterparty and is the legal, valid, and binding obligation of GFA Counterparty, enforceable in accordance with its terms.

16.3 Approvals & Consents. GFA Counterparty has obtained all requisite approvals and consents, if any, necessary or appropriate to enter into this Agreement and to perform its obligations hereunder.

16.4 Good Standing. GFA Counterparty represents that it is in good standing and not in default under all other agreements and contracts with the City and/or relating to the Airport.

ARTICLE 17
MISCELLANEOUS

17.1 Assignment. This Agreement may not be assigned by GFA Counterparty, by operation of law or otherwise, without the prior written consent of the Company, and any attempted assignment or transfer in violation of the foregoing shall be null and void and of no effect. The Company may assign this Agreement to any successor (including without limitation, any operator or lessee of the GSE Facility) and to any Person in connection with any financing or indebtedness of the Company or related to the GSE Facility.

17.2 Reasonable Cooperation. The parties hereto agree to execute any documents and take any action reasonably necessary to effectuate the terms and intent of this Agreement.

17.3 Waiver. The failure of the Company or GFA Counterparty to exercise any power or right under this Agreement shall not operate as a waiver thereof, nor shall any single or partial

exercise of any power or right preclude other or future exercise thereof, or the exercise of any other power or right.

17.4 Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void any other provision in this Agreement.

17.5 Amendments. This Agreement may be amended or modified only by a written agreement signed by the parties hereto and approved as to form by the City.

17.6 Headings. The article headings herein 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 provision of this Agreement.

17.7 Applicable Law; Forum. This Agreement shall be governed by and construed in accordance with the Laws and common law of the State of Illinois as though this Agreement were performed in its entirety in the State of Illinois and without regard to the conflict of laws statutes or rules of the State of Illinois. The parties consent to the jurisdiction of the courts of the State of Illinois or the federal courts located within the State of Illinois and waive any claim of lack of jurisdiction or forum non conveniens.

17.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of both the Company and GFA Counterparty and their respective successors and permitted assigns. This Agreement shall be signed on behalf of the Company by the Chairperson or Vice-Chairperson of the Fuel Committee.

17.9 Attorneys' Fees. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, to collect any amount due under this Agreement or for damages for breach of this Agreement, or for a declaration of rights hereunder, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorneys' fees to be allowed the prevailing party in such suit or action and in the event any appeal or review is taken from any judgment or decree in any such suit or action, the losing party agrees to pay such further sum as the appellate or reviewing court shall adjudge reasonable as the prevailing party's attorneys' fees on such appeal or review.

17.10 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements or promises, written or oral, incorporated herein except as specifically set forth in this Agreement.

17.11 Rights & Remedies Cumulative. The rights and remedies granted herein are cumulative and in addition to, and not in lieu of, any other rights or remedies available at law or in equity.

17.12 Third Party Beneficiaries. The Operator, the City, the County and any successor or assign of the Company are intended to be and are each a third party beneficiary of this Agreement to

the extent of those rights, including without limitation rights of indemnification, which are expressly reserved or granted to the Operator, the City, the County and/or such successor or assign herein.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this GSE Facility Access Agreement to be duly executed effective as of the day and year above written.

THE COMPANY:

ORD FUEL COMPANY LLC, a Delaware limited liability company

By: _____
Name: Christine Wang
Title: Chairperson, Fuel Committee

GFA COUNTERPARTY:

By: _____
Name :
Title:

SCHEDULE 1

LIST OF APPROVED FUEL PROJECTS: NOT ACTIVE AS OF LEASE EFFECTIVE DATE

	ESTIMATED TOTAL PROJECT COST*
14. Project Name: 202.2A West Pump Pad Improvements	$ 12,650,000
15. Project Name: 203.2C West Tank Farm Electrical & Controls Upgrades	$ 1,690,000
16. Project Name: 210.2E East Pump Pad Improvements	$ 7,100,000
17. Project Name: 2GDBF New West Administration Building & Other Facility Renovations	$ 7,360,000
18. Project Name: 312.1B Truck Rack & Vehicle Fueling Facility	$ 19,360,000
19. Project Name: 313.1C-2 Super Satellite Enabling & Decommissioning	$ 15,320,000
20. Project Name: 315.1A New South Transmission Mains	$ 46,130,000
21, Project Name: 314.1E1 Vault Mods, EFSO and Related	$ 13,490,000
	$ 123,100,000

*The individual estimated project costs listed are subject to the escalation provision of Article 10.4.2(a) of the Airport Use and Lease Agreement.

SCHEDULE 2

LIST OF APPROVED CURRENT PROJECTS: ACTIVE NOT YET COMPLETED AS OF LEASE EFFECTIVE DATE

	ESTIMATED TOTAL PROJECT COST*
West Fuel Line Relocation	$ 80,000,000
Fuel System Improvement ProgramVault Modifications	$ 19,000,000

* The individual estimated project costs listed are subject to the escalation provision of Article 10.1.2(a) of the Airport Use and Lease Agreement.

PRIVATE AND CONFIDENTIAL

The entity(s) listed below have submitted Economic Disclosure Statements and associated documentation with regard to this ordinance (O2018-3039). 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.

O2018-3039 – DISCLOSURE LIST

- ORD Fuel Company LLC
- American Airlines, Inc.
- American Airlines Group, Inc.
- Delta Air Lines, Inc.
- United Airlines, Inc. (plus SEC Report)