



Office of Chicago City Clerk



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Office of the City Clerk

City Council Document Tracking Sheet

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Type:	Ordinance
Title:	Purchase Agreement for gate space from Delta Airlines at O'Hare International Airport
Committee(s) Assignment:	Committee on Aviation

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RICHARD M. DALEY
MAYOR

February 9, 2011

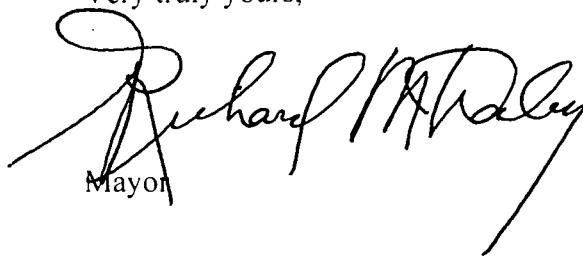
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a purchase agreement for gate space from Delta Airlines at Concourse L at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,



Mayor

ORDINANCE

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

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

WHEREAS, Delta Air Lines, Inc. (“Delta”) and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the “Delta Use Agreement”) pursuant to which the City leases to Delta certain premises in Concourse L (the “Delta Premises”) at the Airport;

WHEREAS, Delta has subleased a portion of the Delta Premises to American Airlines, Inc. (“American”), pursuant to a Sublease Agreement dated as of May 11, 1995 (the “American Sublease”);

WHEREAS, Delta and City are parties to the Special Facility Use Agreement dated as of August 1, 1982, as amended and supplemented from time to time (the “SFUA”), relating to the \$33,880,000 aggregate principal amount Chicago-O’Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the “Bonds”), pursuant to which the City made the proceeds of the Bonds available to Delta to refund certain bonds which had been previously issued by the City to finance a portion of the costs of the Delta Premises and under which Delta agrees to pay amounts to the City sufficient to pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the SFUA;

WHEREAS, on December 31, 2009, Northwest Airlines, Inc. (“Northwest”) merged into Delta, resulting in a single air carrier operating under Delta’s name;

WHEREAS, Delta, as successor-by-merger to Northwest, and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the “Former Northwest Use Agreement”), pursuant to which Delta leases certain premises at the Airport including, without limitation, certain premises in Concourse E (the “Former Northwest Premises”);

WHEREAS, Delta has completed the process of co-locating the combined airlines’ operations at the Airport into the Former Northwest Premises, Delta ceased all of its operations in the Delta Premises on or about November 17, 2009;

WHEREAS, City wishes to purchase Delta’s remaining leasehold interest in the Delta Premises with funds received by the City from passenger facility charges (“PFCs”) collected for the Airport, so that the City, acting through its Chicago Department of Aviation (“CDA”), can allow other air carriers to utilize such premises as preferential or common use premises;

WHEREAS, Delta wishes to be relieved of its obligations under the Delta Use Agreement, the American Sublease, and the SFUA;

WHEREAS, since it is likely that the City will be unable to fully lease, or fully utilize, the Delta Premises after the termination of the Delta Use Agreement, Delta has agreed to make a series of annual payments to the City as set forth in Exhibit 1 to this Ordinance; and

WHEREAS, Delta wishes transfer to the City, and the City wishes to acquire, any interest Delta may have in and to certain personal property related to the Delta Premises;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are hereby incorporated in this Ordinance by this reference.

SECTION 2. The Commissioner of Aviation or her designees (“Commissioner”) are hereby authorized to execute the Agreement Regarding Undertakings Under Special Facility Use Agreement and Termination of Amended and Restated Airport Use Agreement and Terminal Facilities Lease (“Agreement”) and, as appropriate, the exhibits to the Agreement, in substantially the form attached hereto as Exhibit 1.

SECTION 3. The Commissioner is authorized to take all actions necessary or appropriate to pay debt service on the Bonds and to defease the Bonds.

SECTION 4. The Commissioner is authorized to amend the Amended and Restated Airport Use Agreement and Terminal Facilities Lease (“Use Agreement”) between the City and various Airline Parties at O’Hare to increase or decrease the amount of Exclusive Use Premises and Preferential Use Premises as reflected in Exhibits J and K of each Airline Party’s Use Agreement and, in the case of Preferential Use Premises, to include in such Exhibits provisions relating to the terms of the preferential use of such Preferential Use Premises determined by the Commissioner to be in the best interests of the Airport.

SECTION 5. The Commissioner is hereby authorized to execute the Airport License and Agreement (“License Agreement”) with any properly licensed and certified aircraft operator serving the Airport in substantially the form attached hereto as Exhibit 2 .

SECTION 6. The Commissioner may permit the users of Concourse L to engage a management company to manage the common use gates in Concourse L, and the Commissioner is hereby authorized to promulgate rules and regulations governing the use of common use gates in Concourse L determined by the Commissioner to be in the best interests of the Airport

SECTION 7. The Commissioner and other City officials and employees are hereby further authorized and directed to do any and all things necessary or desirable to effect the performance of all obligations and actions of the City authorized under this Ordinance and to execute and implement such other related documents as may be necessary or desirable to implement the objectives of this Ordinance, including but not limited to Reimbursement Agreements with the new users of Concourse L.

SECTION 8. This Ordinance shall be effective immediately upon its passage and approval.

Exhibit 1

AGREEMENT REGARDING UNDERTAKINGS UNDER SPECIAL FACILITY USE AGREEMENT AND TERMINATION OF AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE

This Agreement is made as of _____, 2011, by and between Delta Air Lines, Inc., a Delaware corporation ("Delta") and City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City").

RECITALS

- A. Delta and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the "Delta AUA"), pursuant to which Delta leases certain premises at Chicago O'Hare International Airport (the "Airport") including without limitation Concourse L (the "Delta Premises").
- B. Delta and City are parties to the Special Facility Use Agreement dated August 1, 1982, as amended and supplemented from time to time (the "SFUA"), relating to the \$33,880,000 aggregate principal amount Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), pursuant to which the City made the proceeds of the Bonds available to Delta to refund certain bonds which had been previously issued by the City to finance a portion of the costs of the Delta Premises and under which Delta agrees to pay amounts to the City sufficient to pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the SFUA.
- C. Delta and American Airlines, Inc. ("American") are parties to a Sublease Agreement dated as of May 11, 1995, whereby American subleases from Delta certain portions of the Delta Premises (the "American Sublease").
- D. Delta, as successor-by-merger to Northwest Airlines, Inc. ("Northwest"), and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the "Former Northwest AUA"), pursuant to which Delta leases certain premises at the Airport including without limitation premises on Concourse E (the "Former Northwest Premises").
- E. On December 31, 2009, Northwest merged into Delta, resulting in a single air carrier operating under Delta's name, and the Former Northwest AUA was assigned to Delta by operation of law.

- F. Delta has completed the process of co-locating the combined airlines' operations into the Former Northwest Premises. Delta ceased all of its operations from the Delta Premises on or about November 17, 2009.
- G. City wishes to purchase Delta's remaining leasehold interest in the Delta Premises with funds received by the City from passenger facility charges ("PFCs"), so that the City, acting through its Chicago Department of Aviation ("CDA"), can allow other air carriers to utilize such premises as City preferential or common use premises.
- H. Delta wishes to be relieved of its obligations under the Delta AUA, the American Sublease, and the SFUA.

NOW, THEREFORE, in consideration of the foregoing recitals and the parties' respective conditions, agreements, covenants and undertakings under this Agreement, and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Terminations, Undertakings and Transfers.**

- 1.1 **Termination of Delta AUA.** Delta and City hereby agree to terminate the Delta AUA, on the terms and subject to the conditions of this Agreement and the Termination Agreement attached hereto as Exhibit A (the "Termination Agreement");
- 1.2 **Mutual Undertakings Related to SFUA.** On the terms and subject to the conditions of this Agreement and the Mutual Undertakings Regarding Special Facility Use Agreement attached hereto as Exhibit B (the "SFUA Undertaking"), the City agrees, from and after the Closing (as defined in Section 4 below), to pay with legally authorized PFC revenues the debt service on the Bonds and satisfy such other obligations of Delta under the SFUA as provided in this Agreement and in the SFUA Undertaking;
- 1.3 **Transfer of Personal Property.** Delta hereby agrees to remise, release and quitclaim to City, and City hereby agrees to acquire from Delta, any interest that Delta may have (without any warranties of title, condition, or otherwise) in and to the Bond-financed personal property located in the Delta Premises and certain non-Bond-financed personal property located in the Delta Premises (collectively, the "Personal Property"), as such Personal Property is more particularly identified in the Bill of Sale attached hereto as Exhibit C (the "Bill of Sale") and on the terms and provisions and subject to the conditions of this Agreement and the Bill of Sale. The Personal Property conveyed to the City shall be free from any liens or encumbrances created or permitted to be created by Delta.
- 1.4 **Payment Agreement.** On the terms and subject to the conditions of this Agreement and the Payment Agreement attached hereto as Exhibit D (the "Payment Agreement"), Delta agrees, from and after Closing (as defined in

Section 4 below), to make certain annual payments to the City specified in the schedule set forth in the Payment Agreement and adjusted as provided therein.

2. Delta/Northwest Merger.

- 2.1 In connection with the merger between Northwest and Delta, City hereby approves the assignment to Delta, effective December 31, 2009, of the Former Northwest AUA and all other leases and contracts currently in effect, if any, formerly between City and Northwest. Delta hereby assumes and agrees to perform, and shall be bound by all of Northwest's obligations under the Former Northwest AUA and such other leases and contracts, whether arising before or after the effective date of assignment.
- 2.2 The Former Northwest AUA (as assigned to Delta) and the Delta AUA shall be and remain separate agreements and shall not be merged into a single agreement. Upon closing of the transactions contemplated hereby and the termination of the Delta AUA, the Former Northwest AUA (as assigned to Delta) shall be Delta's sole AUA for the Airport.

3. Accommodation of Other Airlines in Delta Premises Prior to Closing.

- 3.1 For as long as this Agreement is in effect, Delta agrees to use commercially reasonable efforts to accommodate in the Delta Premises Spirit Airlines, Alaska Airlines, Air Choice One, Virgin America, JetBlue, and any other air carriers that City desires to locate on Concourse L ("OALs"), on terms and conditions acceptable to Delta and approved by CDA in accordance with the requirements of the Delta AUA; provided, however, as of the date hereof, the City and/or the OALs shall be responsible for maintenance of Concourse L and, as of the date hereof, Delta shall not be obligated to enter into any new agreement with an OAL that includes occupancy of any portion of the Delta Premises at any time after May 31, 2011 unless such agreement provides that said agreement is terminable on no more than ten (10) days prior written notice and unless such subtenant subleases at least 13,672 sq. ft. of space for each mainline gate subleased or 4,557 sq. ft. per each of the three parking positions subleased at the commuter gate (Gate #10A). Effective January 1, 2011, Delta shall have the right, at its option, to require any airlines then subleasing space from Delta to sublease at least 13,672 sq. ft. per mainline gate subleased or 4,557 sq. ft. per parking position at such commuter gate. Such agreements with OALs (except for the American Sublease) for use or occupancy of portions of the Delta Premises, whether effective prior to or after the date of this Agreement, are referred to herein as the "Subordinate Agreements".
- 3.2 Delta will not be required to incur any relocation, tenant improvement, maintenance or other costs in connection with such accommodations.
- 3.3 Except as provided in Section 3.1 and 3.2, the Subordinate Agreements shall have month-to-month terms and shall otherwise utilize Delta's standard on-airport sublease form.

- 3.4 Delta shall not be required to provide handling or any other services to OALs accommodated by Delta in the Delta Premises.
- 3.5 Delta's obligation to accommodate OALs in the Delta Premises shall cease upon termination of this Agreement for any reason.
4. **Closing.** The consummation of the transactions contemplated hereby (the "Closing") shall occur on a date mutually acceptable to Delta and City (the actual date of the Closing being the "Closing Date"), but in no event shall the Closing occur on a date earlier than seven days after the City's receipt of Federal Aviation Administration ("FAA") approval of the City's application to the FAA to use PFCs to redeem the Bonds. If the Closing has not occurred by December 31, 2011, this Agreement shall terminate and neither party shall have further obligations hereunder except for obligations that expressly survive termination of this Agreement. The parties shall use commercially reasonable efforts to ensure that the Closing occurs no later than June 1, 2011. If the Closing has not occurred by July 1, 2011, either party may terminate this Agreement at any time thereafter by written notice to the other party and neither party shall have further obligations hereunder except for obligations that expressly survive termination of this Agreement. The Closing shall occur by execution and delivery of the closing documents set forth in Sections 4.1 and 4.2.
- 4.1 **Delta Deliveries at Closing.** At Closing, Delta shall deliver or cause the delivery to City of (i) the Bill of Sale duly executed by Delta; (ii) a counterpart duly executed by Delta of the Termination Agreement; (iii) a counterpart duly executed by Delta of the SFUA Undertaking; and (iv) a counterpart duly executed by Delta of the Payment Agreement.
- 4.2 **City Deliveries at Closing.** At Closing, City shall deliver or cause the delivery to Delta of (i) a counterpart duly executed by City of the Termination Agreement; (ii) a counterpart duly executed by City of the SFUA Undertaking; and (iii) a counterpart duly executed by City of the Payment Agreement.
- 4.3 **Debt Service Reimbursement.** In the event that the Closing occurs after Delta makes the interest payment due to be paid to the holders of the Bonds on May 1, 2011 (which amount is required to be paid under the SFUA on or around April 29, 2011), the City shall reimburse Delta at the Closing for said Bond interest payment (and any subsequent Bond interest payments paid by Delta) solely from the proceeds of PFCs approved for such use.
- 4.4 **Prorations.** Any and all rent and other charges payable by Delta under the Delta AUA and the SFUA shall be prorated between Delta and City as of the Closing Date. To the extent practicable, utility charges, real property taxes and other expenses, if any, for the Delta Premises shall be prorated as of the Closing Date. In the event such rentals, taxes, expenses or charges are not determinable on the Closing Date, such amounts shall be prorated at Closing on the basis of the best available information at such time, and the parties shall recalculate the proration

of such amounts promptly upon receipt of the necessary bills or other required documents and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount. Any utility transfer fees shall be paid by City. Any sales, transfer or similar taxes shall be paid by City. Delta shall continue to be entitled to any year-end reconciliation payments due from the City to Delta under the Delta AUA attributable to time periods through the Closing Date, and Delta shall continue to be responsible for payment to American of any portion of said payments due to American under the American Sublease for the same time period. The provisions of this Section 4.4 shall survive Closing.

4.5 **Expenses.** City shall bear the full cost of the opinions of counsel described in Sections 6.2 and 6.3 of this Agreement. Delta shall bear the full cost of the opinion of counsel described in Section 7.2 of this Agreement. City will be responsible for any fees and costs (including without limitation Trustee fees) related to the City's undertakings under the SFUA pursuant to the SFUA Undertaking. Except as otherwise specifically provided herein, each party agrees to bear its own costs and expenses in connection with preparation, negotiation and Closing of the transactions set forth herein, including, but not limited to, legal and accounting fees and expenses. The provisions of this Section 4.5 shall survive Closing.

5. **Condition of Property; City's Acknowledgment.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE TERMINATION AGREEMENT, UPON TERMINATION OF THE DELTA AUA, THE CITY SHALL ACCEPT THE DELTA PREMISES AS IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DELTA PREMISES. City acknowledges that the Delta Premises may require repairs, and may contain asbestos building materials, lead-based paint, radon gas, hydrocarbon products and other hazardous substances. City's execution of the Termination Agreement at Closing shall constitute City's acceptance of the Delta Premises in its then-current physical and environmental condition and City's waiver to the fullest extent permitted by applicable law of any and all rights, claims, and causes of action that City may then or thereafter have against Delta arising out of or relating to the physical or environmental condition of the Delta Premises. The provisions of this Section 5 shall survive Closing.

6. **Delta's Conditions to Closing.** The obligations of Delta to consummate the Closing will be subject to and conditioned on:

6.1 City's execution and delivery of the Termination Agreement, the SFUA Undertaking, and the Payment Agreement;

6.2 Receipt of an opinion ("Bond Counsel Opinion") by City's bond counsel in favor of City and Delta in form and substance reasonably acceptable to counsel for City and Delta, respectively, to the effect that (i) the transactions contemplated by this

Agreement as effected by the Termination Agreement, the SFUA Undertaking, the Payment Agreement and the Bill of Sale ("Transactions") will not require consent of the holders of the Bonds or the Trustee (the "Trustee") under the Indenture of Trust related to the Bonds dated as of November 15, 1982, as thereafter supplemented (the "Indenture"); (ii) the Closing of the Transactions will not be an event of default or an event which with the giving of notice to the Trustee and the passage of time would become an event of default under the SFUA; and (iii) the Closing of the Transactions will not adversely affect the exclusion of interest on the Bonds from the gross income of the holders for federal income tax purposes.

- 6.3 Receipt of an opinion by City's Corporation Counsel in favor of Delta and reasonably acceptable to Delta as to the enforceability of this Agreement, the Termination Agreement, the SFUA Undertaking and the Payment Agreement.
- 6.4 Execution and delivery by American and Delta of an agreement on terms reasonably acceptable to Delta and American terminating the American Sublease (the "American Sublease Termination").
- 6.5 Termination or expiration of all subleases and other agreements with OALs with respect to the Delta Premises on terms reasonably acceptable to Delta.

7. City's Conditions to Closing. The obligations of City to consummate the Closing will be subject to and conditioned on:

- 7.1 Delta's execution and delivery of the Bill of Sale, the Termination Agreement, the SFUA Undertaking, and the Payment Agreement;
- 7.2 Receipt of an opinion by Delta's in-house counsel in favor of City and reasonably acceptable to City as to the enforceability of this Agreement, the Bill of Sale, the Termination Agreement, the SFUA Undertaking and the Payment Agreement.
- 7.3 Receipt of the Bond Counsel Opinion.
- 7.4 Receipt of PFC approval.

8. Destruction or Damage.

- 8.1 Casualty Over \$250,000. In the event of an insured or uninsured casualty to the Delta Premises prior to Closing having an estimated cost of repair which equals or exceeds TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), City shall have the right to terminate this Agreement by written notice to Delta within twenty (20) business days after City learns of such casualty and receipt by Delta and City of notice of the estimated cost of repair thereof. In the event City terminates this Agreement because of such casualty, neither party shall have any

further liability under this Agreement to the other except for liabilities that expressly survive termination of this Agreement. If City does not provide the aforesaid notice, then this Agreement will remain in full force and effect; provided that, at Closing, Delta will assign to City any insurance proceeds payable with respect to such casualty (except any proceeds with respect to business interruption) and the right to make the insurance adjustment for such proceeds with the insurance company.

8.2 **Casualty Under \$250,000.** In the event of an insured or uninsured casualty to the Delta Premises prior to Closing having an estimated cost of repair which is less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), this Agreement shall remain in full force and effect except that at Closing, Delta will assign to City any insurance proceeds payable with respect to such casualty (except any proceeds with respect to business interruption) and the right to make the insurance adjustment for such proceeds with the insurance company.

8.3 **Cost of Repair.** For purposes of this Section 8, the phrase "estimated cost of repair" shall mean an estimate obtained from a reputable independent consultant selected by Delta and reasonably approved by City, which approval City agrees not to unreasonably withhold or delay.

8.4 **Insurance.** Delta, at its expense, shall maintain its standard fire and extended coverage insurance policy insuring, to the extent required by the Delta AUA and/or the SFUA, the Delta Premises until Closing.

9. **Brokers.** Delta hereby represents and warrants to City that Delta has not dealt with any broker or finder in respect to the transaction contemplated hereby. Delta hereby agrees to indemnify City for any claim for brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by Delta. City hereby represents and warrants to Delta that City has not dealt with any broker or finder in respect to the transaction contemplated hereby, and City hereby agrees to indemnify Delta for any claim for brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by City. The provisions of this Section 9 shall survive the Closing or the termination of this Agreement.

10. **Default.**

10.1 **Default by Delta.** In the event that Delta materially breaches or defaults in its obligations under this Agreement, and if such default is not cured within five (5) days from notice by City to Delta, then City may either (A) declare this Agreement null and void and of no force and effect, and each party shall thereupon be released from all further obligations hereunder, except for obligations that expressly survive termination of this Agreement, or (B) seek specific performance of this Agreement.

10.2 **Default by City.** In the event that City materially breaches or defaults in its obligations under this Agreement, and if such default is not cured within five (5) days from notice by Delta to City, then Delta may either (A) declare this Agreement null and void and of no force and effect, and each party shall thereupon be released from all further obligations hereunder, except for obligations that expressly survive termination of this Agreement, or (B) seek specific performance of this Agreement.

11. **Miscellaneous.**

11.1 **Entire Agreement; Amendments; Counterparts.** This Agreement and Exhibits annexed hereto contain all the agreements, conditions, representations, warranties and understandings made between all the parties with respect to the subject matter hereof, and supersede any and all prior agreements, proposals, solicitations, correspondence and other agreements or understandings, written or oral, including, without limitation, the non-binding Memorandum of Understanding dated as of December 3, 2009, describing a transaction to effect the parties' goals. This Agreement may not be changed, altered or modified in any respect except by an agreement in writing signed by the duly authorized representative of each party to this Agreement.

11.2 **Construction; Headings.** This Agreement will be construed on the basis that both parties contributed substantially to its formation and preparation; no inference or presumption shall be accorded in favor of or against either party, and any uncertainty or ambiguity shall not be interpreted against any one party. The headings contained in this Agreement are provided for convenient reference only, and are not intended to define, alter or limit the scope of any provision of this Agreement.

11.3 **Partial Invalidity.** In the event that any provision of this Agreement will be deemed invalid, unenforceable or illegal, all remaining provisions of this Agreement will remain in full force and effect, provided, however, that if, in such event, the purpose of this Agreement is defeated, significantly compromised or frustrated, the parties shall use their respective good faith efforts to negotiate the reformation or modification of this Agreement, as appropriate, in order to carry out their intent. In the event that the parties are unable to agree on a mutually acceptable reformation or modification after ten (10) business days of good faith negotiations, either party may terminate this Agreement by a written notice to the other party, and upon such termination neither party shall have any further liability under this Agreement to the other except for liabilities that expressly survive termination of this Agreement.

11.4 **No Implied Waiver.** The failure or delay on the part of either party to enforce or exercise any of the rights set forth in this Agreement shall not constitute a waiver of such party's right to demand strict compliance with the terms of this Agreement, and the waiver by either party of any default or breach by the other

party of any provision of this Agreement shall not operate as, or be deemed to operate as, a waiver of any subsequent or other default or breach.

- 11.5 **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer any rights to, or impose any obligations on, any person not a party hereto, including specifically, without limitation, American. Nothing in this Agreement is intended to relieve, discharge or limit the obligation or liability of any person to the parties or either one of them.
- 11.6 **No Consequential Damages.** It is acknowledged and agreed, that neither party shall be liable to the other party, and each party expressly waives, releases and relinquishes any and all claims against the other party for any indirect, special, incidental or consequential damages, including, without limitation, lost revenues, lost revenue opportunities, lost profits or losses of prospective economic advantage, resulting from either party's performance or failure to perform under this Agreement.
- 11.7 **Rights Personal to Parties; No Assignment.** It is acknowledged and expressly agreed that the rights conferred hereunder are personal to the parties hereto, and may not be assigned or transferred, in whole or in part, to a third party hereto, without the prior written consent of the other party, which consent may be withheld in either party's absolute discretion, and any attempted assignment or other transfer of this Agreement, in whole or in part, shall be null and void and of no force and effect; provided, however, that all rights specified hereunder shall be binding on and shall inure to the benefit of the parties' respective successors, including trustees and receivers.
- 11.8 **Governing Law.** This Agreement and any action in tort or otherwise arising in connection with this Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to any choice of law principles.
- 11.9 **Time of the Essence.** The parties acknowledge and agree that time is of the essence in the performance of each and every covenant, obligation, requirement and condition of this Agreement.
- 11.10 **Notices.** Each notice or other communication given pursuant to this Agreement shall be in writing, and shall be delivered in person to the party to whom it is addressed, or sent by (A) United States registered or certified mail, return receipt requested; (B) a nationally recognized overnight courier service; or (C) by facsimile transmission. Mailed notices shall be postage prepaid, and all notices shall be addressed as follows.

To Delta:

If sent by U.S. mail:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
P.O. Box 20706
Atlanta, Georgia 30320
Attention: Vice President – CRE
Fax Number: (404) 715-2548

To City:

If sent by U.S. mail or overnight delivery:
City of Chicago
Department of Aviation
10510 Zemke Road
Chicago, IL 60666
Attention: Matt Danaher
Fax Number: (773) 686-3573

Overnight Deliveries:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
1030 Delta Boulevard
Atlanta, Georgia 30354-1989
Attention: Vice President – CRE
Fax Number: (404) 715-2548

All notices shall be effective upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed. The addresses and addresses designated in this Section 11.10 may be changed by written notice given to the other party.

- 11.11 Attorneys' Fees. In the event that any action or proceeding shall be brought by either party in order to enforce any provision of this Agreement, each party shall bear its own costs incurred in connection therewith, including attorneys' fees.
- 11.12 Interpretation. In this Agreement, unless otherwise expressly indicated or except where the context clearly requires otherwise:
- A. The terms "hereto," "herein," "hereof," "hereunder" or any terms of similar meaning or import will be deemed to refer to this Agreement; the term "hereafter" will mean after, and the term "heretofore" will mean before the date of execution and delivery of this Agreement.
 - B. Any reference to this Agreement will be read and interpreted to mean and include all supplements, exhibits, schedules and other attachments hereto.
 - C. Terms importing the singular will be deemed also to mean and refer to the plural and vice versa, and the use of any gender will be deemed to include all genders (words of the masculine gender will mean and include correlative words of the feminine and neuter genders), all as the context may require.

- D. The phrase "and/or" will mean that anyone of the referenced alternatives or combinations thereof will suffice or may be applicable.
 - E. The words "include" or "including" will not be construed as words of limitation, but will be construed as if followed by the phrase "but not limited to."
 - F. Terms "persons" will include corporations, partnerships, trusts, firms, associations, trusts and other legal entities, including public bodies, as well as natural persons.
 - G. Verbs used in the present tense will include the future tense, as the context may require.
 - H. Whenever, under the terms of this Agreement, the time for the performance of a covenant or condition, including a payment, falls on a Saturday, Sunday or an officially recognized holiday in the State of Illinois, such time for performance will be extended to the next business day. Otherwise, all references to "days" that are not otherwise qualified or described will mean calendar days.
- 11.13 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 11.14 **No Offer**. Submission of this Agreement for examination or signature by either party is not effective as an agreement to complete the transactions described herein until execution by and delivery to City and Delta of an original counterpart or counterparts of this Agreement signed by both parties.
- 11.15 **Further Assurances**. Delta and City will promptly and duly execute and deliver all documents and take such action as may be necessary or desirable in order to effectively carry out the intent and purposes of this Agreement, to protect the interests of the parties hereto, and to establish, protect and perfect the rights, remedies and interests conveyed or intended to be conveyed hereunder.
- 11.16 **Delta Representations**. Delta represents, warrants and covenants that, on the date hereof and on the Closing Date: (i) there are no leases or licenses on the Delta Premises that will not be terminated on or prior to the Closing Date; (ii) Delta has the power and authority to perform all of its obligations under this Agreement; (iii) this Agreement is, and all documents that are to be executed by Delta and delivered to City in connection with the transaction contemplated hereby will be, valid and binding obligations of Delta; (iv) the execution and delivery by Delta of this Agreement and the performance by Delta of its obligations hereunder have been duly authorized by all requisite corporate action and such execution, delivery and performance will not result in a breach of any of

the terms or provisions of or constitute a default (or a condition which upon notice or lapse of time or both would constitute a default) under any contract or agreement to which Delta is a party, or a violation (or a condition which upon notice or lapse of time or both would constitute a violation) of any law, regulation, order, judgment, writ, injunction or decree applicable to Delta, any of its affiliates or any portion of the Delta Premises, of any court or of any Federal, state or municipal body or authority having jurisdiction over Delta or any portion of the Delta Premises. The representations and warranties in this paragraph will survive the Closing for a period of two (2) years thereafter.

11.17 **City Representations.** City represents, warrants and covenants that, on the date hereof and on the Closing Date: (i) City has the power and authority to perform all of its obligations under this Agreement; (ii) this Agreement is, and all documents that are to be executed by City and delivered to Delta in connection with the transaction contemplated hereby will be, valid and binding obligations of City; (iii) the execution and delivery by City of this Agreement and the performance by City of its obligations hereunder have been duly authorized by all requisite municipal action and such execution, delivery and performance will not result in a breach of any of the terms or provisions of or constitute a default (or a condition which upon notice or lapse of time or both would constitute a default) under any contract or agreement to which City is a party, or a violation (or a condition which upon notice or lapse of time or both would constitute a violation) of any law, regulation, order, judgment, writ, injunction or decree applicable to City, any of its departments or any portion of the Airport, of any court or of any Federal, state or municipal body or authority having jurisdiction over City or any portion of the Airport. The representations and warranties in this paragraph will survive the Closing for a period of two (2) years thereafter.

11.18 **Limitation of Liability.** No present or future director, manager, officer, shareholder, commissioner, employee, advisor, affiliate or agent of or in (i) City, (ii) Delta, or (iii) any department or affiliate of City or Delta, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into, under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times hereafter, and each party and its respective successors and assigns shall look solely to the assets of the other party for the payment of any claim or for any performance under any such agreements. The limitations of liability contained in this Section 11.18 are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument.

11.19 **Exhibits.** The following exhibits are attached hereto and incorporated in and made a part of this Agreement by reference:

Exhibit A Termination Agreement
Exhibit B SFUA Undertaking

Exhibit C Form of Bill of Sale
Exhibit D Payment Agreement

WHEREFORE, IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly authorized representatives.

[signatures begin on following page]

DELTA AIR LINES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF CHICAGO

Commissioner, Department of Aviation

Date: _____

Exhibit A to Exhibit 1

_____, 2011

City of Chicago
Department of Aviation
10510 Zemke Road
Chicago, IL 60666
Attention: Matt Danaher

Gentlemen:

TERMINATION AGREEMENT

RE: Title of Contract: Amended and Restated Airport Use Agreement and Terminal Facilities Lease ("Delta AUA")
Parties to Contract: City of Chicago ("City") and Delta Air Lines, Inc. ("Delta")
Date of Contract: January 1, 1985
Delta Contract Number: 19388
Location: ORD
Effective Date:

In consummation of the transactions contemplated by that certain Agreement Regarding Undertakings Under Special Facility Use Agreement and Termination of Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City and Delta dated as of _____, 2011 (the "Transaction Description Agreement"), together with other agreements of even effective date herewith, this letter will evidence our mutual understanding and agreement that the Delta AUA be terminated as of the Effective Date set forth above.

The termination of the Delta AUA on the agreed Effective Date shall not affect any of the rights or obligations of Delta or the City accruing prior to such Effective Date. Any payments required or due from City or Delta under the Delta AUA for time periods prior to the Effective Date shall be made promptly.

City agrees to release, and hereby does release, Delta from all obligations under the Delta AUA arising from and after the Effective Date.

Please indicate your acknowledgment and agreement to the foregoing termination by signing the duplicate original of this letter.

Very truly yours,

DELTA AIR LINES, INC.

By: _____
John W. Boatright
Vice President – Corporate Real Estate

Date: _____

CITY OF CHICAGO

Commissioner, Department of Aviation

Date: _____

Exhibit B to Exhibit 1

**AGREEMENT REGARDING MUTUAL UNDERTAKINGS UNDER
SPECIAL FACILITY USE AGREEMENT**

This AGREEMENT REGARDING MUTUAL UNDERTAKINGS UNDER SPECIAL FACILITY USE AGREEMENT (this "Agreement") is made and entered into as of the day of , 2011 (the "Effective Date"), by and between Delta Air Lines, Inc., a Delaware corporation ("Delta") and the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City").

RECITALS

A. Delta and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the "Delta AUA"), pursuant to which Delta leases certain premises at Chicago O'Hare International Airport (the "Airport") including without limitation Concourse L (the "Delta Premises").

B. Delta and City are parties to the Special Facility Use Agreement dated August 1, 1982, as amended and supplemented from time to time (the "SFUA"), relating to the \$33,880,000 aggregate principal amount Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), pursuant to which City made the proceeds of the Bonds available to Delta to refund certain bonds which had been previously issued by City to finance a portion of the costs of the Delta Premises and under which Delta agrees to pay amounts to the City sufficient to pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the SFUA; and

C. Delta and City are parties to that certain Agreement Regarding Undertakings Under Special Facility Use Agreement and Termination of Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of , 2011 (the "Transaction Description Agreement"), pursuant to which Delta and City agreed, among other matters, to terminate the Delta AUA and to make certain mutual commitments and agreements with respect to the SFUA and the Bonds, on the terms and conditions set forth in the Transaction Description Agreement and this Agreement;

D. By separate termination agreement, Delta and City have terminated the Delta AUA as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Mutual Undertakings Related to SFUA; No Release.

1.1 Effective as of the Effective Date, City, for itself and its successors and assigns, hereby covenants with Delta and its successors and assigns that (A) City shall and does hereby agree to comply with and perform all of the covenants, agreements, conditions, terms and obligations on the part of Delta to be complied with and performed under Sections 3.2, 3.3, 3.4, 6.3(b)-(e), 6.6 and 7.5 of the SFUA and Sections 3.2, 5.2 and 5.3(a)(ii), (b)(ii) and (c) of the Third Supplemental Special Facility Use Agreement dated as of August 1, 1992 between Delta and City, accruing from and after the Effective Date; and (B) City shall indemnify, defend and hold Delta harmless from and against any claim, liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) which Delta may suffer or incur as the result of City's failure to comply with or perform any of such covenants, agreements, conditions, terms and obligations under the SFUA, accruing from and after the Effective Date.

1.2 Until the SFUA is terminated in accordance with its terms, Delta will not be relieved from liability under the SFUA and shall remain liable for performance of all obligations thereunder.

1.3 City agrees to prepay the Bonds in full from legally available passenger facility charge funds no later than December 31, 2011, and to effect simultaneously with such payment, termination of the SFUA and Delta's release from any further obligations under the SFUA and the Bonds. City shall be responsible for payment of any fees and costs, including without limitation Trustee fees, related to or required in connection with the prepayment of the Bonds as required hereby.

1.4 Delta shall take all actions required under the SFUA to permit City to comply with its obligations specified in Sections 1.1 and 1.3 above, in accordance with reasonable instructions from City and at City's sole expense.

1.5 Nothing in this Agreement is intended to grant to City any right to amend, supplement, modify or assign the SFUA on Delta's behalf

1.6 City shall not commit or permit to be committed any act or omission that violates any term or condition of the SFUA or that would cause Delta to be in default under the SFUA or to incur any liability thereunder. Without limiting the breadth of the foregoing covenant, City shall not use the Delta Premises or permit the Delta Premises to be used in a manner that would violate the SFUA. City shall not commit or permit to be committed any act or omission that could cause the Bonds to lose their tax-exempt status.

2. Miscellaneous.

2.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.2 Notices. Each notice or other communication given pursuant to this Agreement shall be in writing, and shall be delivered in person to the party to whom it is addressed, or sent by (A) United States registered or certified mail, return receipt requested; (B) a nationally recognized overnight courier service; or (C) by facsimile transmission. Mailed notices shall be postage prepaid, and all notices shall be addressed as follows.

To Delta:

If sent by U.S. mail:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
P.O. Box 20706
Atlanta, Georgia 30320
Attention: Vice President – CRE
Fax Number: (404) 715-2548

Overnight Deliveries:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
1030 Delta Boulevard
Atlanta, Georgia 30354-1989
Attention: Vice President – CRE
Fax Number: (404) 715-2548

To City:

If sent by U.S. mail or overnight delivery:
City of Chicago
Department of Aviation
10510 Zemke Road
Chicago, IL 60666
Attention: Matt Danaher
Fax Number: (773) 686-3573

All notices shall be effective upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed. The addresses and addresses designated in this Section may be changed by written notice given to the other party.

2.3 Execution in Counterparts. To facilitate execution, this Agreement may be executed in multiple identical counterparts. It will not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, will collectively constitute a single instrument. It will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page may be detached from one counterpart and then attached to a second counterpart with identical provisions without impairing the legal effect of the signatures on the signature page.

2.4 Entire Agreement; Amendments. This Agreement and the Transaction Description Agreement (to the extent provisions therein expressly survive execution of this Agreement) contain all the agreements, conditions, representations, warranties and understandings made between all the parties with respect to the subject matter hereof, and supersede any and all prior agreements, proposals, solicitations, correspondence and

other agreements or understandings, written or oral. This Agreement may not be changed, altered or modified in any respect except by an agreement in writing signed by the duly authorized representative of each party to this Agreement.

2.5 Construction; Headings. This Agreement will be construed on the basis that both parties contributed substantially to its formation and preparation; no inference or presumption shall be accorded in favor of or against either party, and any uncertainty or ambiguity shall not be interpreted against any one party. The headings contained in this Agreement are provided for convenient reference only, and are not intended to define, alter or limit the scope of any provision of this Agreement.

2.6 Partial Invalidity. In the event that any provision of this Agreement will be deemed invalid, unenforceable or illegal, all remaining provisions of this Agreement will remain in full force and effect, provided, however, that if, in such event, the purpose of this Agreement is defeated, significantly compromised or frustrated, the parties shall use their respective good faith efforts to negotiate the reformation or modification of this Agreement, as appropriate, in order to carry out their intent.

2.7 No Implied Waiver. The failure or delay on the part of either party to enforce or exercise any of the rights set forth in this Agreement shall not constitute a waiver of such party's right to demand strict compliance with the terms of this Agreement, and the waiver by either party of any default or breach by the other party of any provision of this Agreement shall not operate as, or be deemed to operate as, a waiver of any subsequent or other default or breach.

2.8 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights to, or impose any obligations on, any person not a party hereto or the parties' respective duly authorized successors and assigns. Nothing in this Agreement is intended to relieve, discharge or limit the obligation or liability of any person to the parties or either one of them.

2.9 Governing Law. This Agreement and any action in tort arising in connection with this Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to any choice of law principles.

2.10 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every covenant, obligation, requirement and condition of this Agreement.

2.11 Attorneys' Fees. In the event that any action or proceeding shall be brought by either party in order to enforce any provision of this Agreement, each party shall bear its own costs incurred in connection therewith, including attorneys' fees.

2.12 Interpretation. In this Agreement, unless otherwise expressly indicated or except where the context clearly requires otherwise:

A. The terms "hereto," "herein," "hereof," "hereunder" or any terms of similar meaning or import will be deemed to refer to this Agreement; the term "hereafter" will mean after, and the term "heretofore" will mean before the date of execution and delivery of this Agreement.

B. Any reference to this Agreement will be read and interpreted to mean and include all supplements, exhibits, schedules and other attachments hereto.

C. Terms importing the singular will be deemed also to mean and refer to the plural and vice versa, and the use of any gender will be deemed to include all genders (words of the masculine gender will mean and include correlative words of the feminine and neuter genders), all as the context may require.

D. The phrase "and/or" will mean that anyone of the referenced alternatives or combinations thereof will suffice or may be applicable.

E. The words "include" or "including" will not be construed as words of limitation, but will be construed as if followed by the phrase "but not limited to."

F. Terms "persons" will include corporations, partnerships, trusts, firms, associations, trusts and other legal entities, including public bodies, as well as natural persons.

G. Verbs used in the present tense will include the future tense, as the context may require.

H. Whenever, under the terms of this Agreement, the time for the performance of a covenant or condition, including a payment, falls on a Saturday, Sunday or an officially recognized holiday in the State of Illinois, such time for performance will be extended to the next business day. Otherwise, all references to "days" that are not otherwise qualified or described will mean calendar days.

2.13 Further Assurances. Delta and City will promptly and duly execute and deliver all documents and take such action as may be necessary or desirable in order to effectively carry out the intent and purposes of this Agreement, to protect the interests of the parties hereto, and to establish, protect and perfect the rights, remedies and interests conveyed or intended to be conveyed hereunder.

2.14 Limitation of Liability. No present or future director, manager, officer, shareholder, commissioner, employee, advisor, affiliate or agent of or in (i) City, (ii) Delta, or (iii) any department or affiliate of City or Delta, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into, under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times hereafter, and each party and its respective successors and assigns shall look

solely to the assets of the other party for the payment of any claim or for any performance under any such agreements. The limitations of liability contained in this Section are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument.

[signatures begin on following page]

IN WITNESS WHEREOF, this Agreement is executed by Delta as of the Effective Date specified above.

DELTA AIR LINES, INC., a Delaware corporation

By: _____
John W. Boatright, Vice President –
Corporate Real Estate

[signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed by City as of the Effective Date specified above.

CITY OF CHICAGO

Commissioner, Department of Aviation

Date: _____

Exhibit C to Exhibit 1

BILL OF SALE

THIS BILL OF SALE is made as of the _____ day of _____, 2011, by DELTA AIR LINES, INC., a Delaware corporation having its principal offices at Hartsfield Jackson Atlanta International Airport, Atlanta, Georgia ("Delta"), in favor of the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"). The words "Delta" and "City" shall include their respective successors and assigns where the context requires or permits.

RECITALS

A. Delta and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985, pursuant to which Delta leases certain premises at Chicago O'Hare International Airport including without limitation Concourse L (the "Delta Premises").

B. Delta and City are parties to the Special Facility Use Agreement dated August 1, 1982, as amended and supplemented from time to time, relating to the \$33,880,000 aggregate principal amount Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), pursuant to which City made the proceeds of the Bonds available to Delta to refund certain bonds which had been previously issued by City to finance a portion of the costs of the Delta Premises and under which Delta agrees to pay amounts to the City sufficient to pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the SFUA; and

C. Delta and City are parties to that certain Agreement Regarding Undertakings Under Special Facility Use Agreement and Termination of Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of _____, 2011, pursuant to which Delta and City agreed, among other matters, that as of the effective date of the transactions contemplated therein, Delta would transfer any interest Delta may have in and to certain personal property to City.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in lawful money of the United States of America paid upon delivery of this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Delta by these presents does remise, release, and quitclaim unto City all of Delta's right, title and interest (if any) in and to all of the furnishings, machinery, equipment, fixtures, and any and all other personal property located on or attached to the Delta Premises as of the date of this Bill of Sale (the "Personal Property"). The Personal Property includes both property that was financed and paid for by the Bonds and property that was not financed or paid for by the Bonds.

This Personal Property conveyed to the City pursuant to this Bill of Sale is made WITHOUT WARRANTY and City accepts the Personal Property AS IS, WHERE IS and WITH ALL FAULTS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE SHALL APPLY TO THIS BILL OF SALE.

Delta represents to the City that the Personal Property conveyed to the City is free from any liens and encumbrances created or permitted to be created by Delta.

This Bill of Sale constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

EXECUTED as of the day and year first above written.

DELTA AIR LINES, INC.

By: _____
John W. Boatright
Vice President – CRE

Exhibit D to Exhibit 1

PAYMENT AGREEMENT

This PAYMENT AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2011 (the "Effective Date"), by and between Delta Air Lines, Inc., a Delaware corporation ("Delta") and the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City").

RECITALS

A. Delta and City are parties to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (as amended, the "Delta AUA"), pursuant to which Delta leases certain premises at Chicago O'Hare International Airport (the "Airport") including without limitation Concourse L (the "Delta Premises").

B. Delta and City are parties to the Special Facility Use Agreement dated August 1, 1982, as amended and supplemented from time to time (the "SFUA"), relating to the \$33,880,000 aggregate principal amount Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), pursuant to which City made the proceeds of the Bonds available to Delta to refund certain bonds which had been previously issued by City to finance a portion of the costs of the Delta Premises and under which Delta agrees to pay amounts to the City sufficient to pay the principal of, premium, if any, and interest on the Bonds in accordance with the terms of the SFUA; and

C. Delta and City are parties to that certain Agreement Regarding Undertakings Under Special Facility Use Agreement and Termination of Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of _____, 2011 (the "Transaction Description Agreement"), pursuant to which Delta and City agreed, among other matters, to terminate the Delta AUA on the terms and conditions set forth in the Transaction Description Agreement and this Agreement; and

D. Pursuant to the Transaction Description Agreement, and in light of the risk to the City that it will be unable to fully lease the Delta Premises to other airlines after the termination of the Delta AUA, Delta has agreed to make a series of annual payments to the City on the terms set forth in the Transaction Description Agreement and this Agreement; and

E. By separate termination agreement, Delta and City have terminated the Delta AUA as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement to Make Annual Payments.

1.1 Delta agrees to pay to the City the amounts set forth below on the dates set forth below:

Date*	Payment Amount
June 1, 2011	\$522,655
December 1, 2011	\$522,655
June 1, 2012	\$897,458
December 1, 2012	\$897,458
June 1, 2013	\$1,054,783
December 1, 2013	\$1,054,783
June 1, 2014	\$1,119,951
December 1, 2014	\$1,119,951
June 1, 2015	\$1,139,894
December 1, 2015	\$1,139,894
June 1, 2016	\$1,186,341
December 1, 2016	\$1,186,341
June 1, 2017	\$1,226,429
December 1, 2017	\$1,226,429
June 1, 2018	\$927,922

**The June 1, 2011 and December 1, 2011 payments collectively cover the seven-month period from June 1, 2011 through December 31, 2011. The payment schedule above assumes an Effective Date of June 1, 2011. If the Effective Date occurs after June 1, 2011 but on or before December 31, 2011, the June 1, 2011 payment shall be delayed until the first day of the first month after the Effective Date and the total payment in 2011 shall be reduced pro rata by the amount of \$4,909.48 per day for the number of days from and including June 1, 2011 until the Effective Date, with the reduction first applied to such delayed initial payment and then to the December 1, 2011 payment if the reduction exceeds \$522,655. If the Effective Date occurs prior to June 1, 2011, the June 1, 2011 payment shall be increased by the amount of \$4,909.48 for each day from and including the Effective Date through May 31, 2011.*

***The first payment made by Delta shall be increased by an amount to be agreed upon by Delta and the City after an inspection of the equipment to be transferred and reasonably necessary to ensure that such equipment is in reasonable operating condition, subject to a maximum amount of Seventy Five Thousand Dollars (\$75,000.00).*

Failure by Delta to pay to the City the amounts due on the dates set forth above shall constitute an Event of Default under the Former Northwest AUA.

1.2 The payments set forth in Section 1.1 shall be made by Delta to the City at the following address:

City of Chicago
Office of the City Comptroller
333 S. State Street, Room 420
Chicago, IL 60604-3976

2. Miscellaneous.

2.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.2 Notices. Each notice or other communication given pursuant to this Agreement shall be in writing, and shall be delivered in person to the party to whom it is addressed, or sent by (A) United States registered or certified mail, return receipt requested; (B) a nationally recognized overnight courier service; or (C) by facsimile transmission. Mailed notices shall be postage prepaid, and all notices shall be addressed as follows.

To Delta:

If sent by U.S. mail:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
P.O. Box 20706
Atlanta, Georgia 30320
Attention: Vice President – CRE
Fax Number: (404) 715-2548

Overnight Deliveries:
Delta Air Lines, Inc.
Corporate Real Estate
Department 877
1030 Delta Boulevard
Atlanta, Georgia 30354-1989
Attention: Vice President – CRE
Fax Number: (404) 715-2548

To City:

If sent by U.S. mail or overnight delivery:
City of Chicago
Department of Aviation
10510 Zemke Road
Chicago, IL 60666
Attention: Matt Danaher
Fax Number: (773) 686-3573

All notices shall be effective upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed. The addresses and addresses designated in this Section may be changed by written notice given to the other party.

2.3 Execution in Counterparts. To facilitate execution, this Agreement may be executed in multiple identical counterparts. It will not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, will collectively constitute a single instrument. It will not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page may be detached from one counterpart and then attached to a second counterpart with identical provisions without impairing the legal effect of the signatures on the signature page.

2.4 Entire Agreement; Amendments. This Agreement and the Transaction Description Agreement (to the extent provisions therein expressly survive execution of this Agreement) contain all the agreements, conditions, representations, warranties and understandings made between all the parties with respect to the subject matter hereof, and supersede any and all prior agreements, proposals, solicitations, correspondence and other agreements or understandings, written or oral. This Agreement may not be changed, altered or modified in any respect except by an agreement in writing signed by the duly authorized representative of each party to this Agreement.

2.5 Construction; Headings. This Agreement will be construed on the basis that both parties contributed substantially to its formation and preparation; no inference or presumption shall be accorded in favor of or against either party, and any uncertainty or ambiguity shall not be interpreted against any one party. The headings contained in this Agreement are provided for convenient reference only, and are not intended to define, alter or limit the scope of any provision of this Agreement.

2.6 Partial Invalidity. In the event that any provision of this Agreement will be deemed invalid, unenforceable or illegal, all remaining provisions of this Agreement will remain in full force and effect, provided, however, that if, in such event, the purpose of this Agreement is defeated, significantly compromised or frustrated, the parties shall use their respective good faith efforts to negotiate the reformation or modification of this Agreement, as appropriate, in order to carry out their intent.

2.7 No Implied Waiver. The failure or delay on the part of either party to enforce or exercise any of the rights set forth in this Agreement shall not constitute a waiver of such party's right to demand strict compliance with the terms of this Agreement, and the waiver by either party of any default or breach by the other party of any provision of this Agreement shall not operate as, or be deemed to operate as, a waiver of any subsequent or other default or breach.

2.8 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights to, or impose any obligations on, any person not a party hereto or the parties' respective duly authorized successors and assigns. Nothing in this Agreement is intended to relieve, discharge or limit the obligation or liability of any person to the parties or either one of them.

2.9 Governing Law. This Agreement and any action in tort arising in connection with this Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to any choice of law principles.

2.10 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every covenant, obligation, requirement and condition of this Agreement.

2.11 Attorneys' Fees. In the event that any action or proceeding shall be brought by either party in order to enforce any provision of this Agreement, each party shall bear its own costs incurred in connection therewith, including attorneys' fees.

2.12 Interpretation. In this Agreement, unless otherwise expressly indicated or except where the context clearly requires otherwise:

A. The terms "hereto," "herein," "hereof," "hereunder" or any terms of similar meaning or import will be deemed to refer to this Agreement; the term "hereafter" will mean after, and the term "heretofore" will mean before the date of execution and delivery of this Agreement.

B. Any reference to this Agreement will be read and interpreted to mean and include all supplements, exhibits, schedules and other attachments hereto.

C. Terms importing the singular will be deemed also to mean and refer to the plural and vice versa, and the use of any gender will be deemed to include all genders (words of the masculine gender will mean and include correlative words of the feminine and neuter genders), all as the context may require.

D. The phrase "and/or" will mean that anyone of the referenced alternatives or combinations thereof will suffice or may be applicable.

E. The words "include" or "including" will not be construed as words of limitation, but will be construed as if followed by the phrase "but not limited to."

F. Terms "persons" will include corporations, partnerships, trusts, firms, associations, trusts and other legal entities, including public bodies, as well as natural persons.

G. Verbs used in the present tense will include the future tense, as the context may require.

H. Whenever, under the terms of this Agreement, the time for the performance of a covenant or condition, including a payment, falls on a Saturday, Sunday or an officially recognized holiday in the State of Illinois, such time for

performance will be extended to the next business day. Otherwise, all references to “days” that are not otherwise qualified or described will mean calendar days.

2.13 Further Assurances. Delta and City will promptly and duly execute and deliver all documents and take such action as may be necessary or desirable in order to effectively carry out the intent and purposes of this Agreement, to protect the interests of the parties hereto, and to establish, protect and perfect the rights, remedies and interests conveyed or intended to be conveyed hereunder.

2.14 Limitation of Liability. No present or future director, manager, officer, shareholder, commissioner, employee, advisor, affiliate or agent of or in (i) City, (ii) Delta, or (iii) any department or affiliate of City or Delta, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into, under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times hereafter, and each party and its respective successors and assigns shall look solely to the assets of the other party for the payment of any claim or for any performance under any such agreements. The limitations of liability contained in this Section are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument.

[signatures begin on following page]

IN WITNESS WHEREOF, this Agreement is executed by Delta as of the Effective Date specified above.

DELTA AIR LINES, INC., a Delaware corporation

By: _____
John W. Boatright, Vice President –
Corporate Real Estate

[signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed by City as of the Effective Date specified above.

CITY OF CHICAGO

Commissioner, Department of Aviation

Date: _____

Exhibit 2

AIRPORT LICENSE AND AGREEMENT

This Airport License and Agreement ("License") is entered into this _____ day of _____ 2010, between the City of Chicago, a municipal corporation and a home rule unit of local government under Sections 1 and 6 (a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("Licensor"), and _____ a corporation duly organized and existing under the laws of the State _____.

In consideration of the mutual promises and covenants set forth herein, Licensor and Licensee agree as follows:

1. **Airport Use.** Subject to the terms and conditions set forth herein, Licensor grants to Licensee a nonexclusive right to use Chicago O'Hare International Airport ("Airport") solely for the landing, taking off, flying over, taxiing, loading, and unloading of aircraft operated by Licensee, and any functions incidental thereto. In furtherance thereof, Licensee may be permitted to use such apron and ramp areas for loading and unloading as may be designated by the Commissioner of the Department of Aviation ("Commissioner"). This License shall not enlarge or diminish Licensee's rights regarding any use of other airport facilities to which it may be entitled by virtue of other contractual relationships.
2. **Term.** The term of the License shall be for one calendar month, commencing on _____, 2011 and continuing for additional periods of one (1) calendar month each, not to exceed a total of three (3) years. The License is revocable at will by the Commissioner, with or without cause, provided the Commissioner first gives Licensee thirty (30) days written notice in accordance with the terms and conditions hereof. Licensee shall provide Licensor with written notice no less than thirty (30) days prior to discontinuance of operations at the Airport.
3. **Fees and Charges.** In return for the use of the facilities and for the privileges granted herein, Licensee agrees to pay to Licensor landing fees based upon the Landing Fee Rates payable by Airline Parties calculated as provided in the Chicago O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease (as amended, the "Airport Use Agreement") and such other fees and charges at the Airport, as may be applicable including but not limited to common use gate fees, without need for notice or demand by Licensor and without deduction or set off.

No additional charges shall be assessed in the event that Licensee's aircraft departs from the Airport for another destination, and the aircraft, without making a stop at some other airport, is forced to return to and land at the Airport

because of meteorological conditions, mechanical or operating causes, or for any similar emergency or precautionary reason.

Upon the expiration or termination of the License, Licensee shall continue to be entitled to receive any amounts due to Licensee as a result of any overpayment of landing fees relating to any landings of Licensee during the term of the License and shall continue to be liable to Licensor for any underpayment of landing fees relating to any landings of Licensee during the term of the License calculated as provided in the Airport Use Agreement.

4. **Monthly Activity Report.** Licensee shall furnish to Licensor on or before the 10th day of each month, in such form and detail as may be requested by the Commissioner, a true and accurate report of Licensee's operations at the Airport during the preceding month, setting forth all data necessary to calculate the fees and charges due and owing the City. This report shall include, but shall not necessarily be limited to, Licensee's total number of landings for the month by type of aircraft; the maximum gross certified landing weight of each aircraft; the total number of enplaning and deplaning passengers; and the amount of cargo, freight, and mail loaded and unloaded for such month. Licensee shall certify the report and send it to the Commissioner in care of the Department of Aviation Finance Department, Chicago O'Hare International Airport, and P.O. Box 66142, Chicago, IL 60666.

5. **Method Payment of Fees and Charges.** Following receipt of the monthly activity report, Licensor shall transmit to Licensee a statement of the fees and charges incurred by Licensee during the reported month and the fees and charges shall be paid by Licensee no more than fifteen (15) days after the date of the statement. Notwithstanding acceptance by Licensor of any payment made by Licensee, Licensor shall have the right to question the accuracy of Licensee's reports, and to audit Licensee's records upon which such reports were based. Licensee agrees to maintain original copies of all such reports for a minimum of three (3) years from the date of creation and to make them readily available at the Department of Aviation Finance, upon reasonable demand therefore by Licensor.

If Licensee fails to furnish Licensor with the monthly activity report when due, Licensee's landing fee shall be determined by assuming that the Licensee's total landed weight for such month was 200% of its total landed weight for the highest reported month for which such data is available for Licensee. Any necessary adjustment in such landing fee shall not be calculated by Licensor until an accurate report is delivered to Licensor by Licensee. Resulting surpluses or deficits shall be applied as credits or charges to the statement issued for the next succeeding month.

Licensee shall make all payments when due at the Office of the City Comptroller, Room 420, 333 S. State, Chicago, IL 60604-3976, or at such other place as may be designated by the Office of the City Comptroller.

6. **Rules and Regulations.** Licensee shall comply with all applicable Federal, State, and local government laws, rules and regulations, including without limitation the rules, regulations, and ordinances of Licensor, which are now or hereafter in effect, including but not limited to the Rules and Regulations Regarding the Operation of Domestic Common Use Gates and the Chicago O'Hare International Airport Gate Access and Assignment Procedures for Domestic Use Gates.
7. **Indemnification.** Licensee agrees to indemnify, defend, save, and hold Licensor fully harmless from and against all liabilities, losses, suits, claims, judgements, fines, or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs, and expert's fees) arising from, related to, or caused by Licensee's use of, or occupancy of, or operations at the Airport; provided, however, that Licensee shall not be liable solely and to the extent any injury, damage or loss is caused by the gross negligence of Licensor, its agents, officials, or employees.
8. **Non-Liability of Licensor.** Licensor shall not be liable for any acts or omissions of Licensee, or its agents, servants, officials, employees, or independent contractors; or for any conditions resulting from the operations or activities of Licensee, its agents, servants, employees, officials, or independent contractors; or for any loss or damage to any personal property or equipment of Licensee, its agents, servants, employees, officials, or independent contractors.
9. **Insurance.** Licensee shall, at its own expense, procure and keep in force at all times during the term of this License, or any renewal thereof, with a company acceptable to Licensor, insurance with such coverages and limits as may be reasonably directed by the Licensor's Risk Manager, but in no event less than that required by the guidelines issued by the Airports Council International ("ACI"). Licensee shall cause Licensor to be named as an additional insured on all such policies and shall furnish Licensor's Risk Manager with proper certificate evidencing that such insurance is in force. At least thirty (30) days notice must be given to Licensor prior to cancellation of or change in insurance coverage. Licensor reserves the right to change the insurance requirements during the term of the License.
10. **Security.** Concurrent with the execution of this License, Licensee shall deposit with the City Comptroller of the City of Chicago ("Comptroller") security in such form and amount as may be reasonably requested by Licensor to guarantee Licensee's performance of its obligations hereunder which security shall include three months of projected landing fees, common use gate fees and passenger facility charge fees.

11. **Delinquent Fees.** There shall be added to all sums due Licensor by way of this License an interest charge of 1½% of the principal sum for each full calendar month of delinquency, or 18% per annum, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue, but interest shall be computed and assessed as of the original due date.

12. **Non-Discrimination Clause.** Licensee for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree:
 - (a) That no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities.
 - (b) That in the construction of any improvements on, over, or under such facilities and the furnishing of services thereon, no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (c) That Licensee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 21, Subtitle A, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended.
 - (d) That Licensee shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.

13. **Not Exclusive Right.** It is hereby agreed that nothing herein contained shall be construed to grant, or authorize the granting of, an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and Licensor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

14. **Notices.** Notices shall be in writing and shall be delivered personally or by registered mail, return receipt requested, to the following:

Licensor:

Commissioner
Department of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, IL 60666

Licensee: _____

or such other place as either party shall in writing designate in the manner provided herein. Notices delivered personally shall be effective upon receipt. Notices delivered by mail shall be effective upon date of mailing.

15. **Operations.** Licensee shall be responsible for any and all charges incurred in connection with its operations under this License. Licensee shall further restore and replace any property damaged as a result of Licensee's operations. Licensee shall conduct its operations in a clean, sanitary, and safe manner, and be responsible for any maintenance which is a result of Licensee's operations.
16. **Not Assignable.** This License is personal and is granted solely to the Licensee identified herein and shall not be assigned to or assumed by any other party.
17. **Certifications.** Licensee shall provide Licensor with such proof that Licensee is a validly licensed and certified aircraft operator, that Licensee is authorized to do business and is in good standing in Illinois, and that Licensee is fiscally sound, all as may be reasonably requested by Licensor. Licensee shall further complete such certificates as may be reasonably be requested by Licensor in connection with the execution of public contracts or as may be required by law.
18. **Authority.** Execution by Licensor is authorized by ordinance passed by the City Council of the City of Chicago on October 6, 2005, (C.J.P., p. 56704). Execution by Licensee is authorized by _____.
19. **Applicable Law.** This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.
20. **Prior Agreements.** This Agreement shall supersede all prior agreements between Licensor and Licensee.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above.

Approved:

CITY OF CHICAGO

City Comptroller

Commissioner
Department of Aviation

<Name of Carrier>

By: _____

Title: _____

Agent in Illinois for Service of
Notice or Process:

ATTEST:

Name: _____

By: _____

Address: _____

Title: _____

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I – GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Delta Air Lines, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

OR

3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party:

1030 Delta Blvd.

Atlanta, GA 30354-1989

C. Telephone: [REDACTED] Fax: _____ Email: biaine.peters@delta.com

D. Name of contact person: Blaine Peters

E. Federal Employer Identification No. (if you have one): [REDACTED]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Transfer of L Concourse at ORD to The Department of Aviation

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
- Yes
- No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
SEE ATTACHMENT A.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture.

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
SEE ATTACHMENT B.		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
NONE			

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?
 SEE ATTACHMENT C.

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

~~In August 2010, Northwest Airlines, LLC entered into a plea agreement with respect to the charge that Northwest Airlines Cargo participated in a combination and conspiracy with one or more providers of air cargo services to suppress and eliminate competition by fixing one or more components of cargo rates charged to customers for certain U.S./Japan air cargo services. The activities that were the subject of the charge took place in the 2004-2006 time period, during which period Northwest Airlines Cargo was a division of Northwest Airlines, Inc. Northwest Airlines, Inc. was a wholly-owned subsidiary of Northwest Airlines Corp. Delta acquired Northwest Airlines Corp. in October 2008. Northwest Airlines LLC is the successor to Northwest Airlines Corp. and is a subsidiary of Delta Air Lines, Inc.~~

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

NONE

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By** completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Delta Air Lines, Inc.

(Print or type name of Disclosing Party)

By: *John Boatright*
(Sign here)

John Boatright

(Print or type name of person signing)

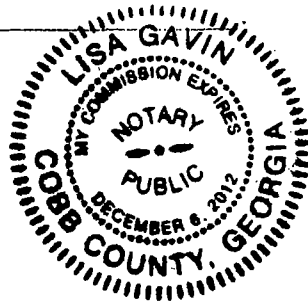
Vice President - Corporate Real Estate

(Print or type title of person signing)

Signed and sworn to before me on (date) January 21, 2011,
at Fulton County, Georgia (state).

Lisa Gavin Notary Public.

Commission expires: _____



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**DELTA AIR LINES, INC.
EXECUTIVE OFFICERS**

NAME	TITLE
Richard H. Anderson	Chief Executive Officer
Edward H. Bastian	President
Michael H. Campbell	Executive Vice President – Human Resources and Labor Relations
Stephen E. Gorman	Executive Vice President & Chief Operating Officers
Glen W. Hauenstein	Executive Vice President – Network Planning & Revenue Management

**DELTA AIR LINES, INC.
BOARD OF DIRECTORS**

Richard A. Anderson
Edward H. Bastian
Roy J. Bostock
John S. Brinzo
Daniel A. Carp
John M. Engler
Mickey P. Foret
David R. Goode
Paul Rosput Reynolds
Kenneth C. Rogers
Rodney E. Slater
Douglas M. Steenland
Kemeth B. Woodrow

Attachment B

The following entities are beneficial owners of more than 7.5% of Delta stock for purposes of SEC reporting requirements, and have reported those shares on a Schedule 13F filed with the SEC.

Name	Business Address	Percentage Interest in Delta Air Lines, Inc.
Fidelity Management & Research Company	245 Summer Street Boston, MA 02210	11.51%
Wellington Management Company, LLP	75 State Street Boston, MA, 02109	8.16%

Fidelity Management & Research Company and Wellington Management Company, LLP both own Delta stock as investment advisors for various funds, which are owned by underlying investors. While these investment advisors do have sufficient powers over the stock to trigger SEC beneficial ownership requirements, the shares generally are held in mutual funds which are in turn owned by smaller, unrelated investors.

SECTION V.A.:

As of December 1, 2010, based on publicly available information filed with the Securities and Exchange Commission, FMR LLC is the only person or entity known to Delta Air Lines, Inc. ("Delta") who owns 10% or more of Delta's outstanding common stock. Delta has no information regarding whether or not any person affiliated with FMR LLC has been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction.