



# City of Chicago



O2013-7621

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	10/16/2013
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Termination of cargo site lease agreement with Delta Airlines, Inc. at O'Hare International Airport
<b>Committee(s) Assignment:</b>	Committee on Aviation



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 16, 2013


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 an agreement with Delta Airlines regarding a cargo site lease 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; and

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

WHEREAS, Delta Air Lines, Inc. ("Delta") and City are parties to the Cargo Building Site Lease dated as of June 22, 1973 (as amended, "Delta Cargo Lease") pursuant to which the City leases to Delta certain premises ("Premises") at the Airport, which Premises include, without limitation, a cargo building ("Delta Cargo Building"); and

WHEREAS, Delta wishes to be relieved of its obligations under such Delta Cargo Lease; and

WHEREAS, City has alternate uses for the Premises and the Delta Cargo Building; 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 Termination of Cargo Building Site Lease ("Agreement") and, as appropriate, the exhibits to the Agreement, in substantially the form attached hereto as Exhibit 1.

SECTION 3. 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.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

**AGREEMENT REGARDING TERMINATION OF  
CARGO BUILDING SITE LEASE**

This Agreement (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (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**

WHEREAS, Delta and City are parties to the Cargo Building Site Lease dated as of June 22, 1973 (as amended, the "Delta Cargo Lease"), pursuant to which Delta leases certain premises (the "Premises") at Chicago O'Hare International Airport (the "Airport"), which Premises include, without limitation, a Cargo Building (the "Delta Cargo Building").

WHEREAS, Delta wishes to be relieved of its obligations under such Cargo Lease

**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 agree as follows:

1. Termination of Cargo Lease. Delta and City hereby agree to terminate the Cargo Lease, on the terms and subject to the conditions of this Agreement. Execution of this Agreement will evidence the mutual understanding and agreement that the Delta Cargo Lease be terminated as of the Effective Date set forth above. The termination of the Delta Cargo Lease 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 Cargo Lease for time periods prior to the Effective Date shall be made promptly. City agrees to release, and does hereby release, Delta from all obligations under the Delta Cargo Lease arising from and after the Effective Date.

2. 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 warranties of title, condition, or otherwise) in and to the personal property located in the Delta Cargo Building ("Personal Property"), as such Personal Property is more particularly identified in the Bill of Sale attached hereto as Exhibit A ("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. On the Effective Date, Delta shall deliver or cause the delivery to City of the Bill of Sale duly executed by Delta.

3. Condition of Premises; City's Acknowledgement. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE CITY ACCEPTS THE PREMISES AS OF

THE EFFECTIVE DATE AS IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DELTA CARGO BUILDING. City acknowledges that the Premises may require repairs, and may contain asbestos building materials, lead-based paint, radon gas, hydrocarbon products and other hazardous substances. This Agreement constitutes City's acceptance of the Premises on the Effective Date 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 Premises.

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

5. 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 addressees and addresses designated in this Section may be changed by written notice given to the other party.

6. 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.

7. Entire Agreement; Amendments. This Agreement contains all the agreements, conditions, representations, warranties and understandings made between all the parties with respect to the subject matter hereof, and supersedes 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.

8. 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.

9. 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.

10. 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. 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.

12. 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.

13. 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.
14. 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.
15. 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 any one 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.
16. 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.

17. 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: \_\_\_\_\_

[signatures continue on following page]

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

**CITY OF CHICAGO**

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Rosemarie S. Andolino  
Commissioner, Chicago Department of Aviation

**EXHIBIT A  
BILL OF SALE**

THIS BILL OF SALE is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, 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 Cargo Building Site Lease dated as of June 22, 1973, pursuant to which Delta leases certain premises at Chicago O'Hare International Airport including without limitation the Delta Cargo Building (the "Delta Premises").

B. Delta and City are parties to that certain Termination Agreement, dated as of \_\_\_\_\_ 2013, 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").

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: \_\_\_\_\_



**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |  |  |
|--|--|
| <input type="checkbox"/> Person  | <input type="checkbox"/> Limited liability company       |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership   |
| <input type="checkbox"/> Privately held business corporation                 | <input type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship                                 | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                                 | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust   | <input type="checkbox"/> 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
<u>SEE ATTACHMENT A</u>	
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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
NONE		

**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):

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**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.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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NONE

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(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?

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 of air cargo services to suppress and eliminate competition by fixing one or more components for 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.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

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9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

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### 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):

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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

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.

X 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:

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**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

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(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:

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**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](http://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: [Signature]  
(Sign here)

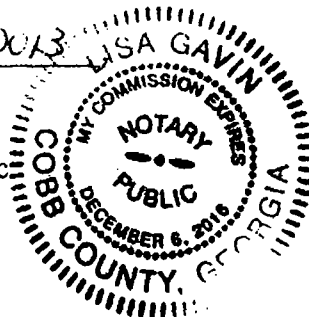
David Hamm  
(Print or type name of person signing)

Managing Director - Corporate Real Estate  
(Print or type title of person signing)

Signed and sworn to before me on (date) Sept. 26, 2013  
at Gulton County, Georgia (state).

Lisa Gavin Notary Public

Commission expires: 12/6/2016





**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.

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**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 Officer
Glen W. Hauenstein	Executive Vice President & Chief Revenue Officer
Richard B. Hirst	Executive Vice President & Chief Legal Officer
Paul A. Jacobson	Executive Vice President & Chief Financial Officer

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

Richard H. Anderson  
Edward H. Bastian  
Roy J. Bostock  
John S. Brinzo  
Daniel A. Carp  
David G. DeWalt  
William H. Easter III  
Mickey P. Foret  
Shirley C. Franklin  
David R. Goode  
George N. Mattson  
Paul Rospot Reynolds  
Kenneth C. Rogers  
Kenneth B. Woodrow